

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made this 31st day of August, 2022 ("Effective Date") between MAST Partners, L.P., a limited partnership existing under the laws of the State of Texas, ("Landlord"), and the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas ("Tenant" or "City"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

The parties agree as follows:

SECTION 1. LEASED PREMISES.

- A. Subject to the provisions of this Agreement, the Landlord leases to the Tenant the Premises described below. The lease under this agreement includes the right to access the Premises in accordance with the provisions of this Agreement.

1. [REDACTED] Section 552.108
[REDACTED] Section 552.108
according to the plat thereof on file in [REDACTED] Section 552.108
Paso County, Texas ("**Premises**"). The Premises are located at the property commonly known as [REDACTED] Section 552.108 and include the building located thereon (the "**Building**").

- B. The Tenant will only use the Premises for the following purpose: Office Space ("**Purpose**").

SECTION 2. TERM.

- A. The initial term of this Agreement is twenty (20) years commencing on the Rent Commencement Date ("**Initial Term**"). The Rent Commencement Date shall be thirty (30) days after the date upon which keys are made available for pick up at MIMCO, LLC's office at 6500 Montana, El Paso, TX 79925 (the "**Delivery Date**").
- B. **RENEWAL.** The Tenant may extend the Initial Term of this Agreement for two (2) periods of ten (10) years each period ("**Renewal Period**"). If the Tenant wishes to extend the Term of this Agreement, then the Tenant will notify the Landlord in writing that the Tenant wishes to extend the term at least one hundred twenty (120) days before the expiration of the Initial Term of this Agreement or First Renewal Period. The extension of the Term will be subject to the provisions of this Agreement.



SECTION 3. RENT AMOUNTS.

- A. **BASE RENT.** Commencing on the Rent Commencement Date, the Tenant will pay an annual base rent of \$80,200 ("Base Rent"). The Tenant will pay the Base Rent in monthly installments of \$6,683.33. The Tenant will pay the Base Rent on the first day of each month for the Term of this Agreement. If the Initial Term begins or ends on a day that is neither for first or the last day of the month, then the Base Rent Installment for that month will be prorated.
- B. **BASE RENTAL FEE ADJUSTMENT.** The Base Rental Fee will automatically increase by 2% every year after the Rent Commencement Date during the Initial Term and any Renewal Periods exercised by the Tenant. The Tenant is responsible for paying the Base Rental fee increase regardless of whether the Landlord notifies the Tenant of the increase.
- C. **HOLDOVER.** If there is any holdover of the Premises by the Tenant at the expiration of this Agreement, then this Agreement will function as a month-to-month tenancy. During any holdover the Tenant will pay the Landlord an amount equal to 125% of the most recent Base Rent. The Tenant will be liable to the Landlord for any loss or damage caused by the Tenant's holdover of the Premises. The Landlord may retake possession of the Premises during any holdover after providing a 30-day notice of such to the Tenant. The Tenant will not construe action or lack thereof on the part of the Landlord as waiver of the right of the Landlord to retake the possession of the Premises or as a reinstatement or extension of this Agreement. Both parties will be subject to the terms of this Agreement during any holdover period.
- D. **ADDITIONAL RENT.**
 - 1. Tenant will pay to Landlord the following as additional rent:
 - a. All taxes (both general and special), assessments, or governmental charges (hereinafter collectively "taxes") levied or assessed against the real property and improvements of which the Premises are a part and paid by Landlord, as well as all reasonable costs (including tax consultant and/or attorney's fees) incurred by Landlord in connection with any protest or contest of the valuation or taxes imposed on the Premises. Provided, however, Landlord shall have no obligation to take any such action. Tenant also agrees to pay as additional rent any "gross receipts" or similar tax ever imposed on Landlord relating to the rentals due hereunder;
 - b. All charges for utilities paid by Landlord (including but not limited to gas, heat, sewer, power, electricity, telephone, garbage removal, water meter charges, hookup



or connection fees or charges, storm water fees, water sales tax, city franchise fees and all other related fees) which may accrue with respect to the Premises during the term of this Lease;

- c. All premiums paid by Landlord for all risk property, general liability, rental loss and other insurance coverage on the Building and Premises procured by Landlord as Landlord deems appropriate;
 - d. All premiums paid by Landlord for policies of insurance, insuring both Landlord and Tenant, against all claims, damages or actions arising out of or in connection with Tenant's use or occupancy of the Premises or by the condition of the Premises. Said policy or policies shall additionally include Broad Form Contractual Liability insurance in support of the indemnity sections of this Lease and Fire Legal Liability insurance coverage in the maximum allowable amount which shall include insurance coverage for any damage to the Premises leased by the Tenant; and
 - e. All management fees (which at Landlord's option may be paid to a third-party manager, itself, or an affiliate of Landlord); administrative fees; and any insurance deductibles that Landlord pays under insurance policies covering the Premises. (Collectively, items (a)-(e) herein shall be referred to as "Additional Rent").
2. Commencing on the Rent Commencement Date, the Tenant will pay an estimated annual Additional Rent of \$12,300 (the "**Estimate**"). The Tenant will pay the Estimate in monthly installments of \$1,025.00. The Tenant will pay the Estimate on the first day of each month for the Term of this Agreement. As soon as practical after the end of each calendar year during the term hereof, Landlord shall furnish Tenant a written statement showing the total Additional Rent actually due for the calendar year ended (the "**Actual Expenses**"). If the Actual Expenses exceed the Estimate, then Tenant agrees to pay within ten (10) days of receipt of said statement, as Additional Rent, the difference between the Actual Expenses and the Estimate. If the Estimate exceeds the Actual Expenses, then Landlord agrees to refund the difference at the time that such statement is furnished provided Tenant is not then in default on any of its obligations under this Lease. The provisions of this Section shall apply for any partial calendar year during which this Lease is effective, subject to a pro rata adjustment based upon the number of calendar months or portions thereof that this Lease is in effect. Upon reasonable notice to Landlord, Tenant shall have the right to review all bills, charges and receipts relating to such expenses at Landlord's business office during regular business hours.

SECTION 4. [INTENTIONALLY OMITTED]



SECTION 5. LANDLORD'S OBLIGATIONS, RIGHTS, AND WARRANTIES REGARDING THE PREMISES.

A. OBLIGATIONS.

1. The Landlord will provide the Tenant with access to the Premises (including but not limited to key cards, access coding or programming, etc.) at no additional cost to the Tenant.
2. Landlord will maintain general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and wrongful death and \$1,000,000 per occurrence for property damage. The Landlord will add the Tenant to the general liability insurance policy as an additional insured. Further, the Landlord will ensure that the policy provides an endorsement that requires the insurance company to notify the Tenant 30 days prior to cancellation of the policy or a modification of the insurance limits to an amount lower than required under this Agreement. In addition, the Landlord will maintain property insurance ("all risk" insurance) covering the full replacement cost of the Building, including the Premises, against risk of loss from events like fire, storm, vandalism, and theft.
3. **The Landlord will indemnify, defend, and hold harmless, the City and its employees from any claims or lawsuits for bodily injury, death, property damage, property loss, arising out of the Landlord's activities in leasing and operating the Building. This obligation includes the obligation to cover all costs related to the claims or lawsuits including but not limited to attorneys fees and court costs. The Landlord will also indemnify, defend, and hold harmless, the City from any third party claims asserting ownership over the Premises, the Building, or the lots or property where the Building and the Premises are located. This obligation includes the obligation to cover all costs related to the claims or lawsuits including but not limited to attorneys fees and court costs.**

B. RIGHTS.

1. The Landlord reserves the right to enter the Premises for the purpose of inspecting the condition of the Premises, perform any maintenance or repairs under this Agreement, and/or show the Premises to other prospective tenants. Prior to entering the Premises, the Landlord will provide the Tenant a 24-hour prior notice. The exercise of Landlord's right to enter the Premises for the purposes under this Section do not constitute an eviction or disturbance of the Tenant's rights under this Agreement.



2. The Landlord may allow the Tenant and the Tenant's employees, agents, and contractors access to the Premises before the Rent Commencement of this Agreement to allow the Tenant to make the Premises ready for Tenant occupancy. If the Landlord permits the Tenant or the Tenant's employees, agents, or contractors access to the Premises before the Rent Commencement Date of this Agreement, then the Tenant and the Tenant's employees, agents, and contractors will not interfere with the activities in the Building of the Landlord or other occupants in the Building. The Landlord may withdraw the early access permission granted to the Tenant and the Tenant's employees, agents, and contractors at any time with a notice of six (6) hours.

C. WARRANTIES.

- a. The Landlord represents and warrants that the Landlord is the owner of the Building, the Premises, and the lot or property where the Building and the Premises are located.
- b. Provided that the Tenant performs all obligations under this Agreement, the Landlord warrants that the Tenant may have quiet enjoyment of the Premises.

SECTION 6. TENANT'S RIGHTS AND OBLIGATIONS REGARDING THE PREMISES.

A. OBLIGATIONS. The Tenant will abide by all of the following:

1. Pay all ad valorem taxes on all improvements made by the Tenant (if applicable) on the Premises and all personal property of the Tenant that is located on the Premises.
2. Maintain the Premises and Improvements, for the term of this Agreement, in a clean and attractive condition.
3. The Tenant is responsible for maintaining, repairing, and/or replacing all Non-Structural elements of the Premises. "Non-Structural" elements of the Premises are all those elements of the Premises that are not considered Structural under this Agreement.
4. Tenant will not place any signs without the advance approval of the Landlord.
5. Tenant will comply with all environmental laws as outlined by this Agreement.
6. Tenant will not encumber the Building or Premises with any lien. If there is a lien that is filed, the Tenant will promptly discharge of the lien.



7. In addition to the obligations above, the Tenant will be solely responsible for addressing and providing for Tenant's security needs.

B. RIGHTS.

1. In addition to the Landlord's Work improvements defined below; Tenant may perform improvements to the Premises. The Tenant may use its own contractors to perform such improvements. The Tenant will provide notice to the Landlord prior to the start of constructing any improvements. The Tenant will follow all federal, state, and local laws when performing any improvements to the Premises, including the ADA accommodations. The Tenant will obtain all building permits as required by law. For purposes of this Agreement, the term "**Improvements**" refers to any improvements on the Premises made by the Tenant. Notwithstanding anything herein to the contrary, no such Improvements will be commenced without Landlord's prior written consent, which consent will not be unreasonably conditioned, withheld, or delayed.

SECTION 7. ENVIRONMENTAL LAWS.

A. For purposes of this Agreement:

1. "**Environmental Laws**" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; Federal Water Pollution Control Act, as amended; the Texas Water Code, as amended; the Texas Solid Waste Disposal Act, as amended; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
2. "**Hazardous Material**" means all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
3. "**Releasing**" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. COMPLIANCE.



1. Tenant will not cause any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises or the Building, by Tenant, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law.
2. If the presence of any Hazardous Material introduced by the Tenant on, under or about the Premises or in any Improvements built by the Tenant results in any contamination of the Premises or any Improvements thereon, or any surrounding property, the Tenant will promptly take all actions at its sole cost and expense as are necessary to remove such contamination made by the Tenant.
3. Tenant will notify the Landlord promptly after the Tenant becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or the Tenant's Purpose on the Premises, and (b) any change in the Tenant's Purpose on the Premises that will change or has the potential to change the Tenant's or Landlord's obligations or liabilities under the Environmental Laws.

C. RELEASING HAZARDOUS MATERIAL.

1. Tenant's failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this section is a material default of this Agreement. As such, Landlord may pursue the remedies as set forth in this Agreement, in addition to all other rights and remedies provided by law.

SECTION 8. MUTUAL COVENANTS.

1. FIRE OR OTHER CASUALTY.

1. If the Building and the Premises are entirely destroyed by fire or another casualty that was not caused by Tenant, then the Landlord may choose to rebuild. If the Landlord chooses not to rebuild the Building or the Premises, then either party may terminate this Agreement upon written notice to the other party within 60 days after the happening of such fire or other casualty, with the termination date being the date of the fire or other casualty that caused the damage. Tenant is responsible for paying the Base Rent until the date of termination. If the Landlord chooses to rebuild, then the Landlord will be responsible for repairing the building and the Structural elements of the Premises and the Tenant is responsible for repairing the Non-Structural elements of the

premises and Improvements, if any. If the Landlord chooses to rebuild, then the Base Rent will be abated during the time the Landlord is rebuilding the Building and the Premises and will resume when the Landlord repairs the Premises and the Building to a condition where the Landlord can fulfil the obligations of this Agreement, regardless of whether the Tenant has completed the repairs to the Improvements and personal property needed to resume the Purpose on the Premises. The Tenant may elect to terminate the lease if the Landlord chooses to rebuild and the rebuild time is expected to take, or actually takes, more than 6 months.

2. If only the Premises are damaged by fire or another casualty, then the Landlord will rebuild the Premises the Structural elements of the Premises and the Tenant will be responsible for rebuilding the Non-Structural elements of the Premises. The Base Rent will be abated for the time period that it takes to make the Premises suitable for normal operations of the Tenant.
3. If the Building is damaged by fire or another casualty that was not caused by the Tenant, but the Premises remained unharmed, then the Landlord may choose to repair the building. If the Landlord chooses not to repair the Building, then either party may terminate this Agreement, with the termination date being the date of the fire or other casualty that caused the damage. If the Landlord chooses to repair the Building, then the Base Rent will be abated during the time of repair. If the Landlord cannot make the repairs within 3 months, then the Tenant may terminate this Agreement.

2. CONDEMNATION AND LOSS OR DAMAGE.

1. If the entire Building and Premises are condemned leaving the Premises untenable, then either party may terminate this Agreement upon written notice to the other party within 180 days of the date the condemning authority shall have the right to possession of the Premises or portion of the Center condemned, with the date of termination being the condemnation date.
2. If the Building is condemned, but the Premises remains tenable, then either party may terminate this Agreement upon written notice to the other party within 180 days of the date the condemning authority shall have the right to possession of the Premises or portion of the Center condemned, with the termination date being the date of the condemnation. If this Agreement is not terminated then the Tenant will only be responsible for paying the Base Rent to the point that the Premises and Building are tenable and function for the Purpose needed by the Tenant. The Base Rent will be adjusted to account for any parts of the Premises that were condemned.



3. If the Premises is completely condemned and deemed untenable but the Building remains unharmed, then either party may terminate this Agreement upon written notice to the other party, with the termination date being the date of condemnation.
4. If the Building remains unharmed and the Premises are only partially condemned, then Landlord may terminate this Agreement upon written notice to Tenant within 180 days of the date the condemning authority shall have the right to possession of the Premises or portion of the Center condemned, with the termination date being the date of condemnation. If this Agreement is not terminated, then the Tenant will only be responsible for paying the Base Rent for the portion of the Premises that is still tenable. The Base Rent will be adjusted to account for any parts of the Premises that were condemned.

3. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT, AND ESTOPPEL.

1. The Tenant will sign a Subordination, Nondisturbance, and Attornment agreement ("SNDA") at the request of the Landlord. The Tenant agrees to the following which will also be included in the SNDA:
 - a. SUBORDINATION. The Tenant's interest under this Agreement is, at all times, subordinate to other present and future liens on the Building or Premises and any modifications, supplements, extensions, amendments, renewals, consolidations, and replacements of said liens.
 - b. NON-DISTURBANCE. If the ownership of the Building or Premises changes in any way, then the Tenant's right to quiet enjoyment and other rights under this Agreement will not be disturbed or terminated, provided that this Agreement is in full force and effect and that there are no defaults by the Tenant.
 - c. ATTORNMENT. By signing this Agreement, the Tenant agrees to recognize any future owners of the Building or Premises as the Landlord and will continue perform the obligations outlined in this Agreement until the termination or expiration of this Agreement to the full effect as with the original Landlord of this Agreement.
2. ESTOPPEL. At a party's request the other party will execute an estoppel certificate addressed to the third party identified in the request. The following will be included in the estoppel certificate: the Rent Commencement Date and expiration date of this Agreement, the amounts that are to be paid under this Agreement, a statement that there have been no defaults under the Agreement and that there are no pending claims under



the lease. The party identified in the request will provide the estoppel certificate to the requesting party within fifteen (15) days after receipt of such request. However, neither party will be obligated to sign any estoppel certificate if the other party is under default under the Agreement.

SECTION 9. TERMINATION AND OTHER REMEDIES.

A. This Agreement may be terminated as provided by this Section.

1. **TERMINATION BY EITHER PARTY FOR CAUSE.** Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of the intent to terminate enumerating the failure for which the termination is being sought and provide: (i) fifteen (15) calendar days to cure any failure of Tenant to pay any rent or other amount when due hereunder; or (ii) thirty (30) calendar days to cure any failure by the non-terminating party to perform or observe any other of the terms, provisions, conditions and covenants of this Agreement. Provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within thirty (30) calendar days, and if diligent efforts to cure promptly commence, then the cure period shall continue as long as such diligent efforts to cure continue, but not beyond the date ninety (90) calendar days after the notice of intent to terminate was given. If the Landlord terminates this Agreement pursuant to this provision, then the Tenant will surrender the Premises to the Landlord immediately after the expiration of any applicable notice and cure period.

a. If the Landlord terminates the lease for the fault of the Tenant, then the Tenant will owe the Landlord the Base Rent up to the date of termination plus 6 months of Base Rent as the sole remedy under this Agreement.

b. If the Tenant terminates the lease for the fault of the Landlord, then the Tenant will only be responsible for paying the Base Rent until the date of termination.

2. **AFTER TERMINATION OR EXPIRATION.** Regardless of which party and of which of the abovementioned methods is used to terminate this Agreement the following conditions apply:

a. Upon termination or expiration of this Agreement, the Tenant will surrender the Premises to the Landlord no later than the date of the termination or expiration of this Agreement. The Tenant will remove all personal property and surrender the Premises in a clean condition subject to normal wear and tear. The Tenant will not remove any Improvements made to the Premises, and such



Improvements will become the property of the Landlord at the termination or expiration of this Agreement.

- b. If the Tenant does not surrender the Premises over to the Landlord after the time enumerated in the provisions above, then the Landlord may take possession of the Premises. The Tenant will be responsible for any costs incurred by the Landlord in retaking possession of the Premises.

SECTION 10. GENERAL PROVISIONS

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Tenant and the Landlord. As such, the Landlord is not subject to the liabilities or obligations the Tenant obtains under the performance of this Agreement.
- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. **NOTICES.** The parties will send all notices required by this Agreement either in person, e-mail, or in writing postmarked and delivered by certified mail. All notices that are mailed are considered received 3 business days after the postmark date. All notices that are delivered in person or by e-mail are considered received on the date sent to the addresses or persons listed below. Parties may change their addresses or designated persons by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the Landlord:

MAST Partners, L.P.
c/o MIMCO, LLC
6500 Montana, Suite A
El Paso, Texas 79925
E-mail: _____

To the City:

Capital Improvement Department



Attn: Real Estate Division
218 N. Campbell, 3rd Floor
El Paso, Texas
realestate@elpasotexas.gov

With a Copy to:

The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

- E. **CONFIDENTIALITY.** Landlord, its agents, servants, employees and legal representatives shall use commercially reasonable best efforts to prevent the disclosure of information about the nature of the Purpose of the Premises by Tenant unless such discussion or giving of information is required by law, is necessary for Landlord to enforce the terms of this Lease, or permission to do so has been granted, in writing, by Tenant or its authorized employees. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this Section.

The parties acknowledge that this Lease is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

- F. **GOVERNING LAW.** This Agreement is governed by Texas law.
- G. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. **GOVERNMENTAL FUNCTIONS.** The parties agree that the Landlord is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- K. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this



Agreement. If applicable, then the Tenant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

- L. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Tenant will allow the Landlord to inspect and copy all records pertaining to the Purpose to be performed on the Premises provided in this Agreement.
- M. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- N. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the Landlord and the Tenant, and the Tenant's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other. Provided, however, that Landlord shall have the right to assign its interest in this Lease Agreement to any purchaser of the property of which the Premises are a part and subject to the provisions of Section E. above.
- O. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.
- P. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- Q. **REPRESENTATIONS AND WARRANTIES.** The Tenant warrants to the Landlord that the Tenant has all required licenses, permits, and expertise to perform the Purpose of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- R. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

A handwritten signature in black ink, appearing to be 'MAST', is located in the bottom right corner of the page.

SECTION 11. ADDITIONAL PROVISIONS

- A. **ACCEPTANCE AND USE OF THE PREMISES.** The Premises shall be occupied and used by Tenant solely for the purpose of conducting therein the Purpose specified in Section 1. The Premises shall not be used for any other purpose. Tenant's acceptance of occupancy from Landlord shall constitute acknowledgment by Tenant that Tenant has inspected the Premises and that same are suitable for Tenant's intended use thereof as stated in this Section 11. **TENANT RECOGNIZES AND AGREES THAT LANDLORD IS MAKING NO WARRANTIES EXPRESSED OR IMPLIED, AS TO THE SUITABILITY OF THE PREMISES FOR ANY PARTICULAR USE OR THE CONDITION OF ANY PORTION THEREOF. TENANT ACCEPTS THE SPACE "AS IS, WHERE IS AND WITH ALL FAULTS". TENANT WAIVES ANY IMPLIED WARRANTY THAT THE PREMISES IS SUITABLE FOR TENANT'S INTENDED USE OR PURPOSES.** Tenant will occupy the Premises upon the Delivery Date.
- B. In connection with Tenant accepting the Premises in their "AS IS, WHERE IS AND WITH ALL FAULTS" condition pursuant to Section 11.A of this Lease, Tenant agrees and acknowledges that the Premises were generally constructed and are designed by Landlord for general retail use, and therefore may not have been constructed or designed for Tenant's intended use. Although Landlord may permit Tenant to use the Premises for purposes other than general retail use as set forth in this Lease, Landlord makes no representations or warranties with respect to, and Landlord shall have no liability arising from or related to, the adequacy of the Premises design, construction, or components, including, without limitation, those related to electrical, plumbing, mechanical and/or the HVAC System. In addition, Tenant is on notice that the Premises may have been previously renovated by a prior tenant. Even if such prior tenant's use was the same or similar to Tenant's use, Tenant is advised that such previous renovations may not be adequate for Tenant's intended use, and such previous renovations may not have been constructed and/or installed properly by such prior tenant. Tenant is instructed to consult with professionals with respect to any alterations to the Premises that may be required in order to accommodate Tenant's intended use. Tenant should not rely upon the prior similar use of the Premises as any indication that the Premises are suitable for Tenant. Without limitation on the foregoing, Tenant is advised that HVAC System and its related components may not be adequate for certain uses, including, without limitation, restaurants, hair salons, nail salons, medical offices, etc.
- C. Notwithstanding the provisions of Section 11.B above and subject to and in accordance with Landlord's standard construction practices and specifications, Landlord shall the deliver the Premises to Tenant with the work completed as generally set forth and/or



described on Attachment A, attached hereto and incorporated by reference, as prepared by Tenant's contractor ("Landlord's Work"). Provided, however, that in no event shall Landlord be required to expend more than \$212,000.00 to complete Landlord's Work. Tenant expressly agrees and acknowledges that if the cost to complete Landlord's Work exceeds \$212,000.00, Tenant will accept the Premises in its then-existing condition subject to Section 11, and Landlord will have no further obligation to complete Landlord's Work.

- D. If Tenant shall continue in default in the performance of any of the covenants or agreements herein contained after the time limit for the curing thereof, then Landlord may perform the same for the account of Tenant. Any amount paid or expense or liability incurred by Landlord in the performance of any such matter for the account of Tenant shall be deemed to be additional rent and the same (together with interest thereon at the highest lawful rate, herein the "Maximum Rate" from the date upon which any such expense shall have been incurred) may, at the option of Landlord, be added to any rent then due or thereafter falling due hereunder.

[Signatures begin on the following page]

A handwritten signature in black ink, appearing to be a stylized 'M' or 'W' followed by a flourish.

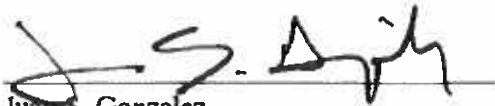
TENANT or CITY
CITY OF EL PASO



Samuel Rodriguez
Chief Operations Officer

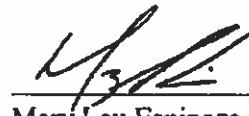
for Tomás González
City Manager

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

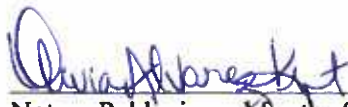


Mary Lou Espinoza
Capital Assets Manager

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 31st day of August, 2022 by
Samuel Rodriguez for City Manager, City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of
August, 2022



Notary Public in and for the State of Texas

My Commission expires: 03-31-2025

LANDLORD:

MAST PARTNERS, L.P.

a Texas limited partnership

By: JMT Properties, Inc.

Its: General Partner

By:

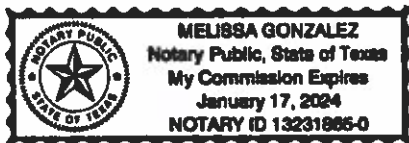

Mark Tomlin, Vice President

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the 31st day of August, 2022, by Mark Tomlin, as Vice President of JMT Properties, Inc., a Texas corporation, general partner, on behalf of MAST Partners, L.P., a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of August, 2022.




Notary Public in and for the State of Texas

My Commission expires: January 17, 2024

Attachment A

Landlord's Work

[See attached]



Section 552.108

Section 552.108

Submitted By:

Sigma Construction Group, LLC
381 Pendale Rd
El Paso Texas 79907

Sigma Construction Group, LLC
381 Pendale Rd
El Paso Texas 79907



Customer

Mimco

Job Site

Mimco

Estimate

Job Name	Section 552.108
Job Number	20011
Issue Date	July 19, 2022
Valid Until	August 18, 2022

Description

Scope of work-

1. Dust Control Protection.
2. Modification of existing ceiling grid.
3. Furnish and installation of new interior partitions.
4. Furnish and install of new lay in troffers.
5. Installation of doors to match existing.
6. Tape float texture and paint drywall.
7. Installation of duplex receptacles
8. Installation of 4" cove base.
9. Installation of Data drops.
10. Installation of suspended ceiling system.
11. Installation of new hvac system with ductwork
11. Daily Cleanup of site

Notes:

1. Work to be performed during normal business hours.
2. Time of project completion is 16-18 weeks from date of mobilization.

Exclusions:

1. Fire Sprinklers
2. Special systems including fire alarm, PA systems

Item

Amount

Interior Renovation	\$164,906.10
Interior Partition	\$6,396.00
<i>13'x20' interior partition Metal Stud Framing 3-5/8" x 25 gauge non load bearing. Gypsum board on both sides 5/8" Tape, float, texture drywall to match existing.</i>	

Item	Amount
<i>Paint partition to match existing.</i>	
Interior partition	\$6,199.20
21'x 12'	
Door	
Adding ductwork	
Interior Partition	\$5,842.50
19'x12'6" insulated	
1 door 3070	
Modify grid	
Interior Partition	\$28,413.00
60' x 10'6" interior partition X 2 sides. One section of this partition goes down the middle of the warehouse area and the other is against the exterior wall for a finished room.	
Interior Doors	\$6,867.50
Door, frame and hardware to match existing.	
Lighting	\$12,300.00
Add lay in troffers to new suspended ceiling area.	
Concrete	\$9,225.00
Cut, excavate, back fill and patch concrete for plumbing systems.	
Sound Insulation	\$10,250.00
Sound attenuation insulation.	
HVAC Upgrade	\$16,400.00
Upgrade existing hvac system. Add 5 ton unit for rear offices with new ductwork throughout.	
Showers	\$14,760.00
Existing room 13'x6' modify into shower area.	
Shower kits	
Cut concrete 15ft	
Restroom	\$22,960.00
Modify existing room into women's restrooms	
2 stalls with toilet partitions	
2 lavatory	
Cut concrete 15 feet and backfill to tie in	
Data Drops	\$4,612.50
50 Data Drops	
Data wiring and terminations by others.	
Electrical	\$12,300.00
Electrical outlets adding 35 outlets	
Suspended Ceiling	\$8,380.40
New suspended ceiling 73x28 area 2410 usg	
Soundproof	

Item	Amount
Exterior Work	\$31,170.25
Gate	\$3,075.00
<i>Replacement of double leaf gate with single 14 ft rolling gate system using chainlink fence.</i>	
ChainLink Fencing	\$7,339.00
<i>Add chainlink fence to enclose front parking lot to property. Picture is included.</i>	
Fencing Privacy Screening	\$8,456.25
Gate Operator	\$12,300.00
<i>Furnish and installation of electronic gate opener single leaf rolling system with key pad and 10 key fob cards.</i>	
Subtotal	\$196,076.35
Tax	\$16,176.29
TOTAL FOR ITEMS ABOVE	\$212,252.64

Draw Schedule		
Material Purchase/ Mobilization	40%	\$84,901.06
Metal Stud Framing Completion	10%	\$21,225.26
Paint Completion	5%	\$10,612.63
HVAC System Installation	10%	\$21,225.26
Final Invoice	35%	\$74,288.43

_____ Date _____

Mimco

Section 552.108

New Fencing

Redaction Log

Redaction Reasons by Exemption

Reason	Description	Pages (Count)
Emp Direct Deposit	Previous Determination pursuant to Open Records Decision 684. A direct deposit authorization form completed by a public employee is the employee's private information and is excepted from required public disclosure under section 552.101 in its entirety. A governmental body need not ask for a decision from the Attorney General in order to withhold from required public disclosure this type of information.	19(1)
Section 552.108	Certain Law Enforcement, Corrections, and Prosecutorial Information: Information held by a law enforcement agency or prosecutor that deals with the detection, investigation, or prosecution of crime is excepted from the requirements of Section 552.021 if: (1) release of the information would interfere with the detection, investigation, or prosecution of crime; (2) it is information that deals with the detection, investigation, or prosecution of crime only in relation to an investigation that did not result in conviction or deferred adjudication	1(4) 19(2) 20(2) 21(1) 22(1) 23(2)