

Sublease

Date: August 7, 2018

Sublessor: Community Action, Inc. of Central Texas

Sublessor's Address: 101 Uhland Road, Suite 107, San Marcos, TX 78666

Sublessee: City of San Marcos ("WIC" Program)

Sublessee's Address: 630 East Hopkins Street, San Marcos, Texas 78666

Subleased Premises: Approximately 725 square feet of space out of the Base Lease Premises as shown in Exhibit A, attached hereto and made a part hereof.

Sublease Commencement Date: August 1, 2018

Sublease Termination Date: May 31, 2024

Sublease Rent: In lieu of monthly rent, Sublessee shall provide cleaning services on a weekly basis for the common areas, including the entry hallway, and the hall restroom, as identified in Exhibit A to the Base Lease.

Permitted Sublease Use: Operation of the Women, Infants and Children ("WIC") Program office and clinic space for the provision of services to WIC Program eligible members of the public.

Base Lease

Date: June 5, 2018

Landlord: City of Lockhart

Tenant: Community Action, Inc., of Central Texas

Premises: Approximately 2,500 square feet on the first floor of the south wing of the old hospital building at 901 Boise D'Arc, Lockhart, Texas

A. Sublessee agrees to—

1. Sublease the Subleased Premises for the Sublease term beginning on the Sublease Commencement Date and ending on the Sublease Termination Date.

2. Provide the cleaning services specified above in lieu of monthly rent.

3. Obey all laws relating to Sublessee's use of the Subleased Premises and terms of the Base Lease as they apply to the Subleased Premises except as, otherwise, provided herein. All obligations of the Tenant, including, but not limited to, any duty to indemnify, shall be enforceable against Tenant only to the extent permitted by law and with the limitation that Tenant, in no manner

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waives any limitations on liability or any immunity granted by applicable laws or the Texas Constitution.

4. Vacate the Subleased Premises and return all keys to the Subleased Premises on termination of this sublease.

5. Maintain liability insurance for the Subleased Premises and the conduct of Sublessee's business in the amounts stated in the Base Lease.

7. Maintain insurance on Sublessee's personal property.

8. Deliver certificates of insurance to Sublessor when requested.

B. Sublessee agrees not to—

1. Use the Subleased Premises for any purpose other than the Permitted Sublease Use.

2. Create a nuisance.

3. Interfere with any other tenant's normal business operations or Landlord's management of the building.

4. Permit any waste.

5. Use the Subleased Premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.

6. Change Landlord's lock system, except that Sublessee may re-key the doors from the hallway into the Subleased Premises.

7. Alter the Subleased Premises.

8. Allow a lien to be placed on the Subleased Premises.

9. Assign this sublease or sublease any portion of the Subleased Premises without Sublessor's written consent.

C. Sublessor agrees to—

1. Sublease the Subleased Premises to Sublessee for the Sublease Term.

2. Comply with Tenant's obligations under the Base Lease.

3. Enforce Landlord's obligations under the Base Lease.

4. Make available to the Subleased Premises all services and rights provided under the Base Lease.

5. Obey all laws relating to Sublessor's operation of the Subleased Premises.

D. Sublessor and Sublessee agree to the following:

1. Defaults by Sublessee are (a) failing to timely provide the services in lieu of the Sublease Rent, (b) abandoning or vacating a substantial portion of the Subleased Premises, and (c) failing to comply within ten days after written notice with any provision of the Base Lease or sublease other than the defaults set forth in (a) or (b).

2. Sublessor's remedies for Sublessee's default are to (a) enter and take possession of the Subleased Premises, after which Sublessor may relet the Subleased Premises on behalf of Sublessee and receive the Sublease Rent directly by reason of the reletting, and Sublessee agrees to reimburse Sublessor for any expenditures made in order to relet, (b) enter the Subleased Premises and perform Sublessee's obligations, and (c) terminate this sublease by written notice and sue for damages.

3. Default by Sublessor is failing to comply with any provision of this sublease within thirty days after written notice or for such lesser period provided in the Base Lease.

4. Sublessee's remedy for Sublessor's default is to sue for damages and, if the default is the failure to enforce Landlord's obligations under the Base Lease to provide services reasonably necessary for Sublessee to occupy the Subleased Premises, terminate the Sublease.

5. This sublease is subordinate to the Base Lease, a copy of which Sublessee acknowledges as received.

6. Sublessor may retain, or dispose of any property left in the Subleased Premises at the end of the Sublease Term.

7. Sublessor has all the rights of Landlord under the Base Lease as to Sublessee, except as limited under paragraph A.3.

8. If either party retains an attorney to enforce this sublease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

[SIGNATURES ON NEXT PAGES]

SUBLESSOR:

SUBLESSEE:



By: Carol Belver

Name: Carole Belver

Title: Executive Director

By: _____

Name: _____

Title: _____

CONSENT OF LANDLORD:

Landlord hereby consents to this Sublease.

LANDLORD:

By: _____

Name: _____

Title: _____