

**LEASE AGREEMENT**  
**(AMENDED)**

**THIS LEASE AGREEMENT (this "Lease") is made by and between MEADOWS FOUNDATION, INCORPORATED ("Landlord"), whose address is 3003 Swiss Avenue, Dallas, Texas 75204-60909, Attention: Mrs. Linda P. Evans, and Tenant (as defined below).**

**Basic Lease Information:**

1. Date of this Lease:
2. Tenant:
3. Tenant's Address:
4. Premises: approximately \_\_\_\_\_ square feet of space in the building (the "Building") having a street address of \_\_\_\_\_, Dallas, Texas 75204, as shown on the floor plan attached hereto as Exhibit A.
5. Term: Approximately \_\_\_\_\_ commencing on \_\_\_\_\_ (the "Commencement Date"), and ending on \_\_\_\_\_ (the "Expiration Date").
6. Extension Terms:  
 \_\_\_\_\_ term (s) of \_\_\_\_\_ months;  
 \_\_\_\_\_ term (s) of \_\_\_\_\_ months each followed by term (s) of months each;  
 but in any event for a (10) ten-year maximum length of occupancy ending on \_\_\_\_\_  
(the "Expiration Date").

References below to the "Basic Lease Information" are references to the information set out above. Each term used but not defined herein below shall have the meaning set forth in the Basic Lease Information.

**Recitals:**

1. Landlord has restored and preserved within the City of Dallas, Texas, a collection of Victorian homes of significant historic value and developed a plan for their adaptive re-use as offices to create a cooperative neighborhood of non-profit volunteer-oriented organizations (such neighborhood is hereinafter collectively referred to as the "Wilson Historic Block District").
2. Each agency selected to occupy a structure in the Wilson Historic Block District must agree to work together and with Landlord during the term of its lease to improve their management efficiency and effectiveness; to develop cooperative and/or coordinated programs with other community agencies; and to promote relationships and activity partnerships within the neighborhood through which shared resources and knowledge can result in enhanced skills, improved management of operations, and renewed vitality for all participating non-profit agencies.
3. Tenant understands and commits itself to promote Landlord's objectives for the Wilson Historic Block District and is desirous of occupying a portion thereof.

### Terms, Covenants, and Conditions:

In consideration of the covenants and agreements to be performed by Tenant, as hereinafter set forth, Landlord does hereby lease, demise and let unto Tenant, and Tenant hereby takes and accepts, the Premises for the Initial Term and any properly exercised Extension Terms. The Premises is leased by Landlord to Tenant and is accepted and is to be used and possessed by Tenant upon and subject to the following terms, covenants, and conditions:

1. Term. The Initial Term shall commence on the Commencement Date and expire on the Expiration Date, unless sooner terminated as provided herein. Tenant may extend the term of this Lease for the number of consecutive Extension Terms set forth in the Basic Lease Information, subject to the terms, covenants, and conditions contained herein, if and only if Tenant has not been in default hereunder and has fully and timely complied with each of the terms, covenants, and conditions of this Lease. The Initial Term and all exercised Extension Terms are collectively referred to as the "Term".
2. Rent. The sole rent to be paid to Landlord hereunder shall be those various charges and reimbursements due to Landlord in accordance with the terms and provisions of this Lease.
3. Use and Occupancy. The Premises shall be used and occupied by Tenant for Tenant's pursuit of its charitable purposes, as evidenced by Tenant's organizational charter, and for no other purpose. Tenant agrees not to use the Premises for any retail, sales, industrial, manufacturing, or similar use. Tenant shall at its own expense obtain all governmental licenses and permits necessary for its use of the Premises. Tenant shall use and maintain the Premises in a clean, careful, and safe manner and to comply with all applicable laws, ordinances, orders, rules, and regulations of all governmental bodies (state, federal and municipal). Tenant will not deface or injure the Premises or any part thereof or overload the floors of the Premises.
4. Maintenance and Repairs.
  - (a) Tenant shall, at Tenant's sole cost and expense, (i) maintain and keep the interior of the Premises (including, but not limited to, all fixtures, walls, ceilings, floors, doors, windows, appliances, and equipment) in good repair and condition, (ii) repair or replace any damage or injury done to the Premises caused by Tenant, Tenant's agents, employees, contractors, licensees, invitees, or visitors (each a "Tenant Party") and (iii) indemnify and hold Landlord harmless from, and reimburse Landlord for and with respect to, any and all costs, expenses (including reasonable attorneys' fees), claims and causes of action arising from or incurred by and/or asserted in connection with such maintenance, repairs, replacements, damage or injury. All maintenance, repairs and replacements performed by or on behalf of Tenant shall be performed in a good and workmanlike manner.
  - (b) Landlord shall perform all necessary (in Landlord's judgment) maintenance and repairs to the exterior, roof, and foundation of the building in which the Premises is located. Landlord shall maintain the landscaping in the vicinity of the Premises. The costs of such maintenance and repairs shall be borne by Landlord; provided, however, that Tenant shall pay Landlord upon demand the costs of any such maintenance or repairs if the damage necessitating such maintenance or repairs is caused by the negligent or willful acts of Tenant or any Tenant Party.
5. Janitorial Services. Landlord shall contract with independent janitorial companies for periodic cleaning of the Premises, and Tenant shall reimburse Landlord for the costs of such services upon demand by Landlord. If Landlord contracts for janitorial services for other buildings in addition to the Premises, then Tenant shall pay its proportionate share of such janitorial services as determined by Landlord. If required by Landlord, Tenant shall pay the cost of janitorial services directly to the janitorial company. Tenant will be responsible for the oversight of such janitorial services for its Premises. Landlord will

consult with Tenant to determine a satisfactory frequency of service for the Premises (which shall be at least three times per week).

6. Utility Services. Tenant shall pay, at its sole cost and expense, all utility charges (including all deposits, but excluding charges for water, which shall be paid by Landlord) incurred by it in the use of the Premises directly to the appropriate utility. If any such charges are not paid when due, Landlord may pay the same and any amount so paid by Landlord shall thereupon become due by Tenant to Landlord upon demand, together with interest accruing from the date such obligation is paid by Landlord. Landlord shall not be responsible for any problems whatsoever with respect to the availability, quality, quantity, or interruption of such services for any reason whatsoever.

7. Insurance. Tenant shall, at its sole cost and expense, procure and maintain through the Term, such insurance coverage as Landlord may request, in standard form and with such insurance company or companies as may be acceptable to Landlord including, but not limited to, the following:

(a) commercial general liability insurance (including blanket contractual liability coverage), which shall be written on an occurrence basis, contain a limit for claims arising out of any one occurrence of at least \$1,000,000, contain a general aggregate limit of at least \$2,000,000, be endorsed to delete the exclusion from coverage of contractual liability for personal injury, name Landlord and each of its members, affiliates, and subsidiaries, and any directors, officers, employees, agents, and contractors of Landlord, as "additional insureds" using an "additional insured" form acceptable to Landlord, and contain the standard "other insurance" wording, unmodified in any way that would make the insurance provided by such policy excess over or contributory with any additional insured's own commercial general liability insurance;

(b) worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State of Texas; and

(c) employer's non-owned automobile liability coverage affording immediate protection to the limits of not less than \$250,000 per person, \$500,000 for bodily injury per occurrence and \$100,000 for property damage per occurrence.

Such policies shall be endorsed to prohibit cancellation, termination, or modification without thirty days' prior written notice to Landlord and evidenced by a certificate of insurance likewise endorsed. The certificate of insurance shall be deposited with Landlord on or prior to the Commencement Date. Certificates of renewal thereof shall be deposited with Landlord fifteen days prior to the expiration of any such policy or renewal thereof.

8. Alterations and Additions by Tenant. Tenant shall not make any alterations, additions, or improvements to the Premises without the prior written consent of Landlord.

9. Rules and Regulations. Tenant will comply, and will cause each Tenant Party to comply, with the Rules and Regulations (as modified from time to time) that are attached hereto as Exhibit B (the "Rules and Regulations"). Landlord shall at all times have the right to modify the Rules and Regulations or to promulgate additional Rules and Regulations in such manner as Landlord determines is necessary or convenient for the safety, care, or cleanliness of the Wilson Historic Block District and related facilities, and for preservation of good order therein and promotion of the purpose of the Wilson Historic Block District.

10. Co-operation Within Wilson Historic Block District. In consideration of Landlord's selection of Tenant as a tenant in the Wilson Historic Block District, Tenant does hereby covenant to work with Landlord and with other agencies in the District to improve its management efficiency and effectiveness;

- to develop cooperative and/or coordinated programs with other community agencies; and to promote relationships and partnerships within the neighborhood to share resources and knowledge, and encourage enhanced skills, improved management of operations and renewed vitality for all participating non-profit agencies. Tenant also agrees to submit to Landlord annually no later than forty-five days after the close of Tenant's fiscal year a written report on its effort to actively pursue the attainment of Landlord's goals and to fully comply with the terms of this provision. Any other special conditions shall be set forth on Exhibit C to this Agreement.
11. Landlord's Right of Entry. Landlord reserves the right to enter upon the Premises to inspect the Premises, to clean or make repairs or alterations thereto, and to show the Premises to prospective tenants or other interested parties. Landlord agrees to exercise reasonable care upon such entry so as not to disturb Tenant in the conduct of Tenant's business therein.
  12. Fire or Other Casualty. If the Premises or any part thereof shall be damaged by fire or other casualty, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination. If Landlord does not so elect to terminate this Lease, Landlord shall commence to repair and restore the Premises and shall proceed with reasonable diligence to restore the Premises (except that Landlord shall not be responsible for delays outside its control) to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair, or replace any part of Tenant's furniture, furnishings, fixtures, or equipment. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Premises shall be for the sole benefit of, and under the sole control of, the party carrying such insurance.
  13. Waiver of Claims and Waiver of Subrogation. The parties desire to avoid liability to each other's insurers. Thus, Landlord and Tenant each waive any and every claim which arises or may arise in its favor against the other party hereto and the other party's officers, directors, and employees for any and all loss of or damage to the Premises and the building of which the Premises is a part and the personal property located therein **REGARDLESS OF WHETHER ANY OF SUCH PARTIES' NEGLIGENCE OR FAULT CONTRIBUTED IN WHOLE OR IN PART TO SUCH CLAIM OR WHETHER SUCH PARTY WOULD BE STRICTLY LIABLE UNDER APPLICABLE LAW**, to the extent that the waiving party who suffers such loss or damage is actually compensated by insurance.
  14. Condemnation. If there shall be taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain or by private purchase in lieu thereof, the entire Premises or a substantial portion of the Premises which, in Landlord's opinion, is sufficient to render the remaining portion thereof unsuitable for restoration for continued use thereof, this Lease shall terminate as of the date when physical possession of the Premises is taken by the condemning authority. Tenant waives any right in or to any award made by any condemning authority on account of any such condemnation.
  15. Assignment and Subletting. Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, or sublet the Premises or any part thereof or grant any license, concession, or other right of occupancy of any portion of the Premises. For purposes of this Lease, the term "assign" shall include, without limitation, the transfer of a majority interest of stock, partnership, or other forms of ownership interests, merger, dissolution, or a sale of all or substantially all of the assets of Tenant.
  16. Surrender Upon Termination; Holding Over. Tenant shall, at the expiration or earlier termination of this Lease, surrender the Premises to Landlord and shall deliver to Landlord all keys to the Premises. All personal property owned by Tenant which is located on the Premises may be removed by Tenant at the termination of this Lease, provided that all such removals shall be accomplished in a good workmanlike manner so as not to damage the Premises. Should Tenants continue to hold the Premises after the expiration of the Term or sooner termination of this Lease, such holding over shall constitute

and be construed as a tenancy at will subject, however, to all of the terms, covenants, and conditions on the part of Tenant hereunder.

17. Events of Default. The following events shall be deemed to be events of default (“Events of Default”) by Tenant under this Lease:

(a) Tenant shall fail to pay any sums which may become due Landlord hereunder and such failure shall continue for a period of ten days after written notice of such failure from Landlord to Tenant; or

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease or the Rules and Regulation; provided that if such failure is of a nature that the failure can be cured, it shall not be an Event of Default if Tenant cures such failure within thirty days after written notice thereof from Landlord to Tenant; or

(c) Tenant shall cease to qualify for exemption from taxation under INT. REV. CODE of 1954 Section 501(c)(3) or cease to qualify as a public charity, being an organization other than a private foundation under INT. REV. CODE of 1954, Section 509(a); or

(d) Tenant shall vacate or abandon the Premises or discontinue its operations as a non-profit or charitable organization.

18. Remedies Upon Default. If an Event of Default shall have occurred, Landlord may exercise all remedies available at law or in equity, including, without limitation, the following:

(a) Landlord shall have the right at its election to terminate this Lease by giving written notice thereof to Tenant, in which event Tenant shall immediately surrender the Premises with all improvements thereon to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said property, or any part thereof; or

(b) Landlord may, without judicial process and without having any liability therefor, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for, and Tenant hereby releases Landlord from and against, any damages resulting to Tenant from such action, **WHETHER CAUSED BY THE NEGLIGENCE OF LANDLORD OR OTHERWISE, OR WHETHER LANDLORD WOULD BE STRICTLY LIABLE UNDER APPLICABLE LAW.**

No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy set forth herein or otherwise available to Landlord at law or in equity and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future.

19. Notices. Any notice contemplated or required hereunder may be given by letter addressed to the parties hereto at their respective addresses set out above by depositing such letter in the United States mails, registered or certified, postage prepaid. Any change of address by a party hereto shall be furnished to the other parties by letter or telegram as set forth above.

20. No Agency; No Partnership. The relationship of Tenant to Landlord shall be and remain that of tenant to landlord, and nothing contained in this Lease is intended to create a partnership or joint venture

between Landlord and Tenant. No agent, employee or servant of Tenant shall be the agent, employee or servant of Landlord, and Tenant covenants not to take any action in the name of, or by holding itself out as the agent of, Landlord.

21. Limitation of Landlord's Liability. The liability of Landlord to Tenant for any default by Landlord under this Lease is limited to the interest of Landlord in the Premises and Tenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord, it being intended that Landlord shall not be personally liable for any judgment or deficiency.
  
22. Indemnification of Landlord. Tenant shall indemnify and defend Landlord against and hold Landlord harmless from all fines, suits, costs, damages, and liability of every kind, including but not limited to attorneys' fees, arising out of (i) any breach or nonperformance by Tenant of any representation or covenant contained in this Lease; (ii) any bodily injury, death and/or damage to property occurring in or resulting from any occurrence in the Premises during the term of this Lease; and (iii) any bodily injury, death and/or damage to property that is incident to, arises out of, or is in any way caused by Tenant's use of or operations in the Premises or the acts or negligent omissions of Tenant or any Tenant Party. **THE INDEMNITY SET FORTH IN THE PRECEDING SENTENCE WILL NOT BE IMPAIRED OR RENDERED INAPPLICABLE BY NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) ON THE PART OF LANDLORD OR ANYONE ACTING FOR LANDLORD OR THE FACT THAT APPLICABLE LAW WOULD OTHERWISE HOLD LANDLORD STRICTLY LIABLE.** As used in this subparagraph, the term "Landlord" shall include Landlord and its officers, directors, employees, property manager, and agents.
  
23. Condition of Premises; No Warranties; Release. The taking of possession of the Premises by Tenant shall be conclusive evidence as against Tenant (i) that it accepts the Premises as suitable for the purposes for which same are leased; (ii) that it accepts the Premises and each and every part and appurtenance thereof as being in a good and satisfactory condition, and (iii) that Tenant waives any defects in the Premises and its appurtenances. IT IS UNDERSTOOD AND AGREED THAT THE PREMISES ARE BEING LEASED HEREUNDER "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY LANDLORD. LANDLORD HAS NOT MADE (EXCEPT AS EXPRESSLY SET FORTH HEREIN) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, ITS CONDITION (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING SUITABILITY, HABITABILITY, QUALITY OF CONSTRUCTION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), ENVIRONMENTAL CONDITION OR COMPLIANCE WITH ENVIRONMENTAL OR OTHER APPLICABLE LAWS, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ITS OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME, AND TENANT ACKNOWLEDGES THAT TENANT IS ENTERING INTO THIS LEASE WITHOUT RELYING UPON ANY SUCH STATEMENT OR REPRESENTATION OR WARRANTY MADE BY LANDLORD OR BY ANY OTHER PERSON. Except as may be caused primarily by the gross negligence or intentional act of Landlord, Landlord shall not be liable, and Tenant hereby releases Landlord, for (i) injury or damage which may be sustained by Tenant, or any Tenant Party or to their property, caused by or resulting from the state of repair of the Premises; (ii) injury or damage from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises; or (iii) the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Premises. The term "Landlord" as used in this paragraph shall include Landlord, Landlord's agents, and employees of Landlord and/or Landlord's agents. **EACH OF THE PROVISIONS OF THIS PARAGRAPH SHALL BE EFFECTIVE TO RELEASE LANDLORD FROM THE OBLIGATION OR LIABILITY DESCRIBED HEREIN REGARDLESS OF WHETHER OR NOT LANDLORD'S NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) CONTRIBUTED IN WHOLE OR IN PART TO ANY OF THE FOREGOING OR WHETHER LANDLORD WOULD OTHERWISE BE STRICTLY LIABLE UNDER APPLICABLE LAW.**

24. Binding Effect. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and permitted assigns.

25. Entire Agreement. This Lease sets forth the entire agreement between the parties and no amendment or modification of this Lease shall be binding or valid unless expressed in a writing executed by all of the parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first above written.

Landlord:

MEADOWS FOUNDATION, INCORPORATED

By: \_\_\_\_\_  
Linda P. Evans, President

Tenant:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Floor Plan

EXHIBIT B-1

RULES AND REGULATIONS - WILSON HISTORIC BLOCK DISTRICT

1. Tenant shall not place any signs or other objects upon the roof or exterior walls of the buildings or paint or otherwise deface the exterior walls of the buildings.
2. Tenant shall not mar or otherwise damage the interior walls, floors or ceilings within the Premises.
3. Landlord reserves the right to designate and approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment and to control all internal lighting that may be visible from the exterior of the buildings.
4. Landlord shall provide Tenant with at least one complete set of keys to doors within the Premises, and no locks shall be changed or added without the prior consent of Landlord. Tenant shall furnish to Landlord notice of the style, operation, and codes of all internal security systems within the Premises and any additions or re-coding thereto.
5. All trash and refuse deposited outside the building must be placed in the areas fenced next to Tenant's premises and in sufficient receptacles approved by Landlord.
6. Sidewalks, doorways, halls, stairways and similar areas shall not be obstructed by Tenant, or used for any purpose other than ingress and egress to and from the Premises.
7. Tenant shall not do anything, or permit anything to be done, in or about the Premises, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.
8. Landlord shall have the power to prescribe the weight and position of safes or other heavy equipment which may overstress any portion of the floor. All damage done to the Premises by the improper placing of heavy items which overstress the floor will be repaired at the sole expense of the Tenant.
9. Tenant shall not make or permit any unseemly, disturbing or improper noises within the Premises, or otherwise interfere in any way with other tenants, or persons having business with them.
10. Tenant shall not utilize the areas outside its Premises for large group meeting purposes without first obtaining Landlord's consent, and shall notify Landlord in advance of scheduled group meetings.
11. Landlord reserves the right to rescind any of these rules and make such other and further rules and regulations as in the judgment of Landlord shall from time to time be needed for the safety, protection, care and cleanliness of the Premises and the Wilson Historic Block District, the operations thereof, the preservation of good order therein, and the protection and comfort of its occupants, which rules when made and notice thereof given to a Tenant shall be binding upon such Tenant in like manner as if originally herein prescribed.
12. Tenant agrees to the Wilson Historic Block District Agencies Lease Compliance Expectations, as outlined in Exhibit B-2.

EXHIBIT B-2

**WILSON HISTORIC BLOCK DISTRICT  
LEASE COMPLIANCE EXPECTATIONS  
AND  
ANNUAL REPORT FORMAT**

1. A Meadows Foundation senior executive will have an introductory meeting with each new executive director.
2. An annual report will be submitted within 45 days of the close of each agency's fiscal year. The report format is as follows:
  - Mission statement, if revised since last report
  - Board list
  - Insurance certificates
  - Most recent audited financial statement and current financial statement
  - Annual work program and evaluation including:
    - a. Program priorities and goals
    - b. Board and volunteer recruitment and training plan
    - c. Cooperative and collaborative relationships
    - d. Evaluation and assessment of
      - (1) Program
      - (2) Fundraising
3. After the annual report has been received, an MFI representative will meet with the agency director to review and discuss agency plans, problems, and progress.
4. Executive directors are expected to meet regularly to collaborate and to share knowledge and resources.
5. MFI furnishes a Tenant Handbook to all tenant agencies and updates it annually, or as otherwise appropriate. The Tenant Handbook provides general information concerning the Wilson District as well as guidelines for tenants' use of the facilities. Lists of current tenants, their locations, and their missions are included and distributed periodically to tenants as changes occur.

EXHIBIT C

ADDITIONAL SPECIAL CONDITIONS

None.