



Travis County Commissioners Court Agenda Request

Meeting Date: October 14, 2014

Prepared By/Phone Number: Michael Winn, 512- 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A LEASE AGREEMENT WITH FIESTA MART INC. FOR USE OF THE FIESTA MART , 3909 NORTH IH 35, AND FIESTA MART, 5510 SOUTH IH 35 IN AUSTIN, TEXAS AS AN EARLY VOTING AND ELECTION DAY POLLING LOCATION FOR THE NOVEMBER 4, 2014 JOINT GENERAL AND SPECIAL ELECTIONS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Early Voting and Election Day Polling Location Leases for FIESTA MART STORES in Austin, Texas.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 512-854-9587

Michael Winn, Director of Elections, 512-854-4728 / 512-632-5927

Michelle Parker, Assistant Director of Elections, 512-854-9193/ 512-914-6575

Related Departments Elizabeth Winn, County Attorney's Office 512-854-9415

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

**ADDENDUM TO LICENSE AGREEMENT BETWEEN FIESTA MART, INC.
AND TRAVIS COUNTY FOR POLLING LOCATIONS
FOR NOVEMBER 2014 ELECTIONS**

This Addendum to the License Agreement (this "Addendum") is made and entered into by and between Fiesta Mart, Inc. ("Fiesta" or "Licensor"), a Texas corporation, and Travis County, Texas ("County" or "Licensee").

WHEREAS, County and Fiesta have negotiated a License Agreement (the "Agreement") for the County to use the Store located at 3909 N. I-35 Service Road, the City of Austin, State of Texas as an early voting and election day polling place for the upcoming November 4, 2014 elections;

WHEREAS, Fiesta also owns or otherwise has the right to occupy that certain building Fiesta No. 64 ("Fiesta No. 64") located at 5510 South IH-35, the City of Austin, State of Texas; and

WHEREAS, in order to expedite the resolution of certain remaining issues connected to the Agreement, the County and Fiesta have decided to set forth their remaining points of agreement in this Addendum, which will constitute a part of and be incorporated into the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. REVISIONS TO LICENSE AGREEMENT

A. The License Agreement is amended as follows:

1. "Store" means Fiesta No. 25 and Fiesta No. 64, and "Licensed Premises" includes approximately 100 square feet of space in Fiesta No. 25 depicted in Exhibit "A" and in Fiesta No. 64, depicted in Exhibit "A-1."
2. Licensor agrees to not alter the location of the Licensed Premises.
3. Article 2 of the License Agreement is deleted in its entirety and replaced with the following:

2. **TERM.** The term of this Agreement shall commence at 6:00 a.m., Houston time, on the 20th day of October 2014 (the "Commencement Date") and terminate at 11:59 p.m., Houston time, on the 4th day of November 2014. **Notwithstanding any provision to the contrary, Licensor agrees not to revoke or terminate the Agreement unless Licensee fails to meet its obligations under the**

Agreement and Licensee fails to cure the default within five days of receiving notice of default from Licensor.

4. Article 4 of the License Agreement is deleted in its entirety and replaced with the following:

4. **RENTAL.** Rental shall commence on the Commencement Date of the term of this Agreement as set forth in Article 2. Licensee shall pay to Licensor as rental for the Licensed Premises in advance for each day the Licensed Premises are used by the Licensee for election purposes as follows:

Store	Daily Rental Rate	Dates Licensee will use the Licensed Premises	Total Rental
#25 (Fiesta Austin North)	\$50	October 20-October 31, 2014 and November 4, 2014	\$650.00
#64 (Fiesta Austin South)	\$35	October 20-October 31, 2014 and November 4, 2014	\$455.00

All Rentals are payable in full by Licensee to Licensor and shall be paid by check or money order payable to Licensor in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, at Fiesta Mart, Inc., Department 876, P. O. Box 4346, Houston, Texas 77210-4346, or at such place as may be designated in writing from time to time by Licensor. Any check of Licensee returned to Licensor unpaid for any reason will result in an additional charge of \$25. Rental shall be paid within seven days after Licensor and Licensee have both executed this Agreement and shall be in the amount of \$650.00 for Store #25 and \$455.00 for Store #64, for a total of \$1105.00. Licensee waives and relinquishes all rights of Licensee to withhold or deduct or offset against any Rental or other sums provided hereunder to be paid to Licensor by Licensee.

5. Article 11 of the License Agreement is deleted in its entirety and replaced with the following:

11, **INSURANCE.** Licensor agrees that, so long as no default has occurred and is continuing under the License Agreement, Licensee shall have the right to self-insure in accordance with generally accepted practices for self-insurance. Within seven days after executing this Agreement, Licensee must furnish to Licensor

evidence that Licensee is self-insured in accordance with applicable laws and resolutions of Travis County, Texas.

Liability. To the extent allowed by Texas law, Fiesta and the County agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.

Claims Notification. If Fiesta or the County receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Fiesta or the County in relation to this Agreement, the party receiving such notice must give written notice to the other party of the claim or other action within three working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action, or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice must be given in the manner provided in Article 24 of this Agreement. Except as otherwise directed, the notifying party must furnish to the other party copies of all pertinent papers received by that party with respect to these claims or actions.

6. Article 13, entitled "Entry and Inspection," is deleted in its entirety.
7. The following language is deleted from Article 15:
 - (v) Licensee ceases operations at the Store for forty-eight (48) continuous hours without formal written approval of the Store management.
8. Article 16, entitled "Hours of Business and Signage," is deleted in its entirety and replaced with the following:

16. HOURS OF BUSINESS AND SIGNAGE. The County shall occupy and use the Licensed Premises for elections purposes and other uses incidental and related thereto during the term of the Agreement.

(a) **Hours of Business.** The County will open the Licensed Premises for:

- (1) Early voting by appearance on the Licensed Premises:
 - (A) From 7:00 a.m. to 7:00 p.m. October 20, 2014 to October 25, 2014;

- (B) From 12:00 noon to 6:00 p.m. on October 26, 2014;
 - (C) From 7:00 a.m. to 7:00 p.m. October 27 to October 31, 2014; and
 - (D) any other dates and times a court of competent jurisdiction orders the County or the Travis County Clerk to keep a polling place open while this Agreement is in effect; and
 - (2) Election day voting on the Licensed Premises:
 - (A) From 7:00 a.m. to 7:00 p.m. on November 4, 2014; and
 - (B) Any other times a court of competent jurisdiction orders the County or the Travis County Clerk to keep a polling place open on November 4, 2014.
- (b) **Signage.** Licensor grants Licensee permission to install signage on the Licensed Premises (a) to inform the public of the County's use of the Licensed Premises for election purposes, (b) to mark the area within which electioneering or loitering is prohibited (these markers would be placed one hundred feet from an outside door through which a voter may enter the Licensed Premises to vote, and (c) to inform the public of the County's policy regarding firearms and other deadly weapons on County property. Notwithstanding any provision to the contrary, Licensor authorizes electioneering outside a 100 foot radius from the Licensed Premises.
- (c) **Setting-Up Time.** Notwithstanding the hours of operation of each Store, Licensor will allow Licensee to install signage and set up equipment at the following dates and times:
 - (1) At 6:00 a.m., Houston, Texas time on October 20, 2014 to October 25, 2014;
 - (2) At 11:00 a.m., Houston, Texas time on October 26, 2014;
 - (3) At 6:00 a.m., Houston, Texas time on October 27, 2014 to October 31, 2014; and
 - (4) At 6:00 a.m., Houston, Texas time on November 4, 2014;
- (d) **Dismantling Time.** Notwithstanding the hours of operation of each Store, on each day that the County conducts elections at the Licensed Premises, Licensor will allow the County to remain at the Licensed Premises for at least two hours after the polling places are closed

so that the County can dismantle and secure voting equipment.

9. The following sentence is added after the last sentence in Article 17:

To the extent that any provision in Article 17 or Exhibit B conflicts with Article 16, the provisions in Article 16 will prevail.

10. The following language is deleted from Article 23:

Licensee hereby agrees to indemnify, defend and hold harmless Licensor, its directors, officers, employees, agents and contractors (collectively the "Licensor Parties") from and against any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fees, fines, penalties, damages and expenses including attorney fees, court costs and other such expenses (collectively referred to as the "Claims") by whosoever asserted, that are incurred or suffered by the Licensor that arise out of: (1) the breach by Licensee, Licensee's owners, directors, officers, employees, agents, contractors or invitees of any representation, warranty, covenant or agreement contained in this Section 23; or (2) other acts or omissions of Licensee, Licensee's owners, directors, employees, agents, contractors or invitees. Notwithstanding any other provision of the Agreement, Licensee's indemnification obligations shall survive the termination of this Agreement, and shall be effective regardless of when the Claims are made or asserted.

11. Article 27 is deleted and replaced with the following:

27. SECURITY AND SAFETY. Nothing contained in this Agreement, including without limitation, this Section 27, constitutes any acknowledgement of need for security guards, watchmen, security cameras, or any special security measures to be instituted by the Licensor, and Licensor is not obligated to furnish any security services hereunder. Should Licensee desire any security services for the Licensed Premises, Licensee will provide them at its sole cost and expense. With regard to the Store and the Licensed Premises, Licensee further acknowledges that the security, safety and welfare of Licensee and Licensee's employees, agents, officers, customers, invitees, visitors, and in the event of successors or assigns ("Licensee's Parties") are the Licensee's obligation to insure that appropriate security and safety standards are observed and enforced by Licensee and that Licensor and Licensor Parties will never be personally held liable hereunder. NEITHER LICENSOR NOR ANY OF LICENSOR PARTIES SHALL BE LIABLE TO LICENSEE OR TO LICENSEE'S AGENTS, EMPLOYEES, OR INVITEES OR THEIR PROPERTY, IN ANY MANNER RELATING TO THE LICENSOR'S

DECISION TO PROVIDE OR DECISION NOT TO PROVIDE SECURITY SERVICES FOR THE STORE, INCLUDING, WITHOUT LIMITATION ANY CLAIMS BASED UPON THE LICENSOR'S OR THE LICENSOR PARTIES' SOLE OR CONCURRENT NEGLIGENCE.

FINALLY, LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT LICENSEE SHALL BEAR SOLE RESPONSIBILITY FOR THE SECURITY OF THE LICENSED PREMISES, AND FOR THE SECURITY OF LICENSEE'S EMPLOYEES, AGENTS, AND INVITEES, AND ALL OTHER PERSONS WHATSOEVER WHO COME IN OR ABOUT THE LICENSED PREMISES. WITHOUT IN ANY WAY LIMITING THE FOREGOING, LICENSOR SHALL NOT BE OBLIGATED TO PROVIDE ANY FORM OF SECURITY FOR THE LICENSED PREMISES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, LICENSEE MAY PROVIDE SECURITY SERVICES FOR THE LICENSED PREMISES USING LICENSEE'S OWN EMPLOYEES.

12. Licensor acknowledges that the County does not have legal authority to indemnify the Licensor. Therefore, any provision in the Agreement that requires the Licensee to indemnify Licensor is deleted.
13. Taxpayer Identification Number. Upon its execution of the Agreement, Licensor shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.

II. LAW AND VENUE

The Agreement and this Addendum are governed by the laws of the State of Texas and all obligations under the Agreement and this Addendum are performable in Travis County, Texas. Venue for any dispute arising out of the Agreement or this Addendum will lie in the appropriate court of Travis County, Texas.

III. CONSTRUCTION

To the extent possible, the provisions of this Addendum are to be construed as supplementary to the provisions of the Agreement. In the event of any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum will supersede and otherwise control over the conflicting provisions of the Agreement.

[Signatures on following page]

LICENSOR:

**FIESTA MART, INC., a Texas
corporation**

By: _____

Name: _____

Title: _____

LICENSEE:

TRAVIS COUNTY

By: _____

Samuel T. Biscoe
Travis County Judge

EXHIBIT "A"
FIESTA STORE NO. 25

MEMORANDUM

TO: Licensee In One Of Our Stores
FROM: Fiesta Mart, Inc.
DATE: October 14, 2014

Welcome to being a tenant in a Fiesta Mart ("Fiesta") store!

Attached is a form of License Agreement for you to occupy space in one of our stores. We want to specifically note some points for you:

1. Read the License Agreement completely and ask for an explanation of anything you do not understand.
2. There should be no blanks in the License Agreement.
3. The term that you can be in our store is set forth in Section 2. It can be extended or renewed at the option of Fiesta. At the end of the term you must move out of the store unless the term is extended or renewed.
4. The only use you can make of the space you lease is set forth in Section 3 of the License Agreement.
5. The monthly Rental you must pay is set forth in Section 4 of the License Agreement. Each payment of Rental must be accompanied by a copy of the License Rental Payment Form (Exhibit "C"), and it must be received at the address noted in Section 4 of the License Agreement. Delinquency of five (5) days or more, with Fiesta under no obligation to provide notice of such delinquency, will result in a late charge and possibly termination of the License Agreement by Fiesta.
6. You will not be permitted to occupy space in a Fiesta store without insurance being in effect. This applies to a new License Agreement or at the time of renewal of your License Agreement. The certificates of insurance for all insurance coverage should indicate that:
 - Fiesta Mart is an additional insured except the workers compensation coverage.
 - Your insurance is primary to any coverage carried by Fiesta Mart.
 - Your insurance carrier waives subrogation against Fiesta Mart.

The policy coverage should be as follows:

- Commercial General Liability
 - Personal Injury Liability – \$2,000,000 each occurrence
 - Products – \$2,000,000 aggregate
 - Contractual Liability – \$2,000,000
 - Automobile Liability (for all vehicles used in connection with business operations on or from Licensed Premise) – \$2,000,000 combined single limit for bodily injury and property injury.
 - Property – Full Replacement Value
 - Workers Compensation (if required by law to carry coverage) to the extent required by law.
7. You should read carefully the Licensee Standards of Operation (Exhibit "B"). You are expected to follow these standards in our stores. These are an Exhibit to the License Agreement.

LICENSE AGREEMENT

This License Agreement (the "*Agreement*") is made and entered into this 20 day of October 2014 by and between **Fiesta Mart, Inc.**, a Texas Corporation ("*Licensor*") and Travis County Elections, a Governmental Jurisdiction ("*Licensee*").

WHEREAS, Licensor is the owner of or otherwise has the right to occupy that certain building (the "*Store*") Fiesta No. 25 located at 3909 N. IH-35, the City of Austin, County of Travis, State of Texas, _____; and

WHEREAS, Licensee desires to obtain from Licensor a license and right to use certain designated space in or adjacent to the Store; and

WHEREAS, Licensor is willing to grant to Licensee a license to use certain space in or adjacent to the Store upon the terms, covenants and conditions hereinafter set forth;

NOW THEREFORE, for good and valuable consideration and the mutual covenants and agreements herein contained, Licensor and Licensee hereby agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants to Licensee, upon the terms, covenants and conditions hereinafter set forth, the exclusive license and right to use and occupy approximately 100 square feet of space in or adjacent to the Store (the "*Licensed Premises*"), as noted on Exhibit "A" attached hereto. Licensor may, in its sole discretion, from time to time throughout the term of the Agreement, and at Licensee's sole cost and expense, change the location of the Licensed Premises within or adjacent to the Store provided that the total square foot area of the Licensed Premises shall not be substantially reduced from that set forth above.

2. **TERM.** The term of this Agreement shall commence on the 20 day of October, 2014 (the "*Commencement Date*") and terminate at 11:59 p.m., Houston time, on the 4 day of November, 2014. **Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, Licensor shall have the option to terminate this Agreement at any time during the term hereof for any or no reason whatsoever, with or without cause, by giving Licensee no less than ten (10) calendar days' prior written notice of such termination. Upon the termination hereunder, Licensee shall vacate and abandon the Licensed Premises as provided in this Agreement and**

neither party shall have any further obligations or liabilities hereunder, except to the extent the same have accrued and expressly survive the termination or expiration of this Agreement.

3. **USE.** Licensee shall use the Licensed Premises solely for the permitted use, as provided for in Exhibit "D" attached hereto and for no other purpose whatsoever without the prior written consent of Licensor. Further, Licensee shall not use the Licensed Premises for, or conduct from the Licensed Premises, any (i) public or private auction, (ii) "fire", "going out of business", liquidation, "lost-our-lease", bankruptcy or similar sale, (iii) auction, or (iv) any of the exclusive or prohibited uses being listed on Exhibit "E" attached hereto. Licensee shall not, without Licensor's prior written consent, keep anything within the Licensed Premises or use the Licensed Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Licensed Premises or the Store. All property kept, stored or maintained within the Licensed Premises by Licensee shall be at Licensee's sole risk.

4. **RENTAL.** Rental shall commence on the Commencement Date of the term of this Agreement as set forth in Article 2. Licensee shall pay to Licensor as rental for the Licensed Premises in advance on the first (1st) day of each month throughout the term of this Agreement the following amounts (the "Rental"):

Months	Monthly Base Rent	Annual Base Rent
2 weeks		\$ 0.00

All Rentals are payable in full by Licensee to Licensor and shall be paid by check or money order payable to Licensor in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, at Fiesta Mart, Inc., Department 876, P.O. Box 4346, Houston, Texas 77210-4346, or at such other place as may be designated in writing from time to time by Licensor. Any check of Licensee returned to Licensor unpaid for any reason will result in an additional charge of \$25. If the Rental payment is not paid by the close of business on the fifth (5th) day of the following month, Licensee must pay a late charge equal to ten percent (10%) of the monthly Rental in addition to normal Rental payments to reimburse Licensor for the extra cost and expense incurred in connection with the handling and processing of the late payment. Each payment of Rental must be accompanied by a completed License Rental Payment Form attached as Exhibit "C". The first payment of Rental shall be paid upon execution of this Agreement and shall be for the first month (or the partial month) of October in the amount of \$ 650.00. Licensee waives and relinquishes all rights of Licensee to withhold or deduct or offset against any Rental or other sums provided hereunder to be paid to Licensor by Licensee.

5. **PERSONAL PROPERTY TAXES.** During the term hereof, Licensee shall pay, prior to delinquency, all taxes assessed against and levied upon the fixtures, furnishings, equipment, inventory and all other personal property of Licensee contained in the Licensed Premises, and Licensee shall cause said fixtures, furnishings, equipment, inventory and other personal property to be assessed and billed separately from the personal property of Licensor. In the event any or all of Licensee's fixtures, furnishings, equipment, inventory and other personal property shall be assessed and taxed with Licensor's personal property, Licensee shall pay to Licensor its share of such taxes within ten (10) days after written demand by Licensor to Licensee setting forth the amount of such taxes applicable to Licensee's property.

6. **CONSTRUCTION, ALTERATION AND REMOVAL OF LICENSEE IMPROVEMENTS. LICENSEE HAS INSPECTED THE LICENSED PREMISES AND IS FAMILIAR WITH THE CONDITION THEREOF. LICENSEE HEREBY ACCEPTS THE LICENSED PREMISES IN THEIR PRESENT "WHERE AS, AS IS" CONDITION, WITH ALL FAULTS, AND AGREES THAT ANY AND ALL IMPROVEMENTS OR ALTERATIONS TO THE LICENSED PREMISES WHICH MAY BE NECESSARY OR DESIRABLE FOR THE CONDUCT OF LICENSEE'S BUSINESS SHALL BE CONSTRUCTED BY LICENSEE, AT LICENSEE'S SOLE COST, EXPENSE AND RISK; PROVIDED, HOWEVER, NO SUCH IMPROVEMENTS SHALL BE SO CONSTRUCTED BY LICENSEE UNLESS AND UNTIL LICENSOR SHALL HAVE APPROVED THE PLANS AND SPECIFICATIONS FOR SUCH IMPROVEMENTS IN WRITING.** If the plans and specifications for the Licensee Improvements listed on Exhibit "F", if any, have not been approved by Licensor within sixty (60) days from the date of submission to Licensor, Licensee shall have the right to terminate this Agreement by giving written notice of termination to Licensor at any time thereafter but before such plans and specifications have been approved. In no event shall the foregoing right to terminate apply to any improvements, alterations, or additions other than those initially listed on Exhibit "F".

Upon the expiration or sooner termination of this Agreement, Licensee agrees to surrender to Licensor the Licensed Premises in the same condition as received, reasonable wear and tear excepted and to remove from the Licensed Premises all trade fixtures and equipment and, at the election of Licensor, all improvements constructed by Licensee in the Licensed Premises. Licensee shall repair all damage to the Licensed Premises or the Store resulting from any such removal. Any personal property of Licensee which shall remain in the Store after the expiration or termination of this Agreement, may, at the option of Licensor, and after giving Licensee ten (10) days written notice to remove the same, be deemed to have been abandoned and conveyed by Licensee to the Licensor (without the need to take any further action or execute any further document), and may either be retained by Licensor as its property or be disposed of, without accountability, in such manner as Licensor may see fit. Licensor shall not be responsible for any loss or damage occurring to any property owned by Licensee or any sublicensee or other occupant of the Licensed Premises. The provisions of this Section shall survive and termination of this Agreement. All obligations of Licensee for the period of time prior to the expiration or earlier termination of the Term shall survive such expiration or termination.

7. **MECHANIC'S LIENS.** Licensee shall keep the Licensed Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Licensee. In the event a lien is placed on the Store or the Licensed Premises, Licensor can cure such lien, and Licensee shall reimburse Licensor the cost of curing such lien plus fifteen percent (15%) for administration and legal fees within ten (10) days after receipt of notice of the expense to cure the lien said reimbursement to be paid to Licensor.

8. **ACCESS AND PARKING AREA.** During the term of this Agreement and provided Licensee is not in default hereunder, Licensee and its employees and customers shall have the right of ingress and egress to the Licensed Premises through the Store during such hours and on such days as the

Store shall be open to the public, provided, however, such use is subject to the any Rules and Regulations imposed by Licensor or the landlord of the Store, if any. Licensor reserves the right to change the location and number of entrances to the Store without the prior approval of Licensee. Licensee's customers shall also have the non-exclusive right to use the parking area adjacent to the Store for the purpose of parking their noncommercial vehicles. Licensee and Licensee's employees shall park their vehicles only in such areas as shall be designated from time to time by Store management.

9. MAINTENANCE AND REPAIR. Licensee shall at all times during the term hereof, at Licensee's sole cost and expense, keep, maintain and repair the Licensed Premises in good and sanitary order and condition and free of all trash and debris. By entering into this Agreement, Licensee shall be deemed to have accepted the Licensed Premises as being in good and sanitary order, condition and repair. In the event Licensee causes any malfunction in or damage to the electrical, plumbing or any other mechanical system supplying utilities to the Licensed Premises or does any act which causes a malfunction or damage to any such system, then Licensee agrees to reimburse Licensor for all costs and expenses incurred by Licensor in repairing the same. Without limiting the coverage of the previous sentence, it is understood that Licensee's responsibilities shall include the repair and replacement of all lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures located in or on the Licensed Premises and all utility repairs in ducts, conduits, pipes and wiring in the Licensed Premises. Licensee shall also be responsible for any sewer stoppage located in, under or above the Licensed Premises and all damage caused by break-ins or attempted break-ins to the Licensed Premises.

10. COMPLIANCE WITH LAWS. Licensee shall, at its sole cost and expense, comply with all of the laws, statutes, regulations, codes, rules, orders, and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to (a) the use of the Licensed Premises by Licensee and the Licensee's authority to operate the business as set forth in Section 3 hereof; or (b) the product or services being sold or provided in the Licensed Premises or (c) Licensee's presence in the Store. Licensee shall not commit any act of waste or commit or suffer to be committed any act or thing which may disturb the quiet enjoyment of any other Licensee in the Store. Additionally, Licensee shall comply with all Rules and Regulations, if any, imposed by the Licensor or any landlord of the Store.

11. INSURANCE AND INDEMNITY. During the entire term of this Agreement, Licensee shall, at its sole cost and expense, but for the mutual benefit of Licensor and Licensee, maintain commercial general liability insurance with personal injury coverage of \$2,000,000 for each occurrence, products coverage of \$2,000,000 in the aggregate and contractual liability coverage of \$2,000,000, automobile liability coverage of \$2,000,000 and property coverage equal to full replacement value. Licensee will also carry workers compensation coverage to the extent required by applicable law. All such insurance shall be carried with companies satisfactory to Licensor. All such policies of except workers compensation insurance shall name Licensor as an additional insured as its interest may appear and a certificate of insurance or insurance renewal showing Licensor as an additional insured shall be delivered to Licensor prior to the Commencement Date. Licensee shall be responsible for taking out and maintaining insurance on its improvements, additions, alterations, as well as any and all personal property owned by Licensee (including, without limitation, all furniture, fixtures, equipment, inventory and other personal property) in the Licensed Premises in such amount as Licensee deems necessary for the protection of its property. The insurance coverage of the Licensee should state that it is primary to the insurance coverage of Licensor and all subrogation rights of Licensee or its insurance carrier against Licensor shall be waived. All Licensee insurance policies shall not be suspended, voided, cancelled reduced in coverage or in limits except after thirty (30) days prior written notice shall have been given Licensor by the insurance carrier(s). Licensor reserves the right to require a complete and certified copy of all Licensee insurance policies it any time including additional insured and waiver of subrogation provision or endorsements.

Licensee does hereby specifically release and discharge Licensor and any of the Licensor Parties (as defined below) of and from any liability whatsoever hereafter arising from loss or damage to the Licensed Premises, Licensee's improvements, additions or alterations thereon, or any and all personal property owned by Licensee of whatever nature (including, without limitation, all furniture, fixtures, equipment, and inventory) caused by fire, other casualty or any other cause (INCLUDING THE NEGLIGENCE OF LANDLORD OR TENANT OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR CONTRACTORS) for which insurance is carried or required to be carried pursuant to the terms of this Agreement by Licensee (or for which the Licensee is self-insured pursuant to the terms of this Agreement) at the time of such loss or damage. Licensee shall require its casualty insurance carriers to include in its policies a waiver of subrogation clause or similar endorsement to the effect that such release shall not adversely affect or impair said policies or prejudice the right of its insured to recover thereunder.

Licensor shall not be liable to Licensee or to Licensee's employees, agents, or visitors, or to any other person whomsoever, for any injury, sickness or death to person or damage or destruction to property on or about the Licensed Premises or the Store caused by the act, omission, negligence or misconduct of Licensee, its employees, sublicensees, tenants or concessionaires, or of any other person entering the Store under express or implied invitation of Licensee, or arising out of the use of the Licensed Premises by Licensee and the conduct of its business therein, or arising out of any breach or default by Licensee in the performance of its obligations hereunder. **AS A MATERIAL CONSIDERATION TO LICENSOR FOR ENTERING INTO THIS AGREEMENT ON THE TERMS AND CONDITIONS CONTAINED HEREIN, LICENSEE HEREBY RELEASES LICENSOR AND ITS OWNERS, DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "LICENSOR PARTIES")**, AND AGREES TO INDEMNIFY AND HOLD HARMLESS LICENSOR AND ANY OF THE LICENSOR PARTIES FROM ANY CAUSES OF ACTION, DAMAGE, LOSS, LIABILITY, EXPENSE OR CLAIMS ARISING OUT OF ANY SUCH INJURY, SICKNESS, DEATH, DAMAGE OR DESTRUCTION ON ACCOUNT OF (I) ANY DEFAULT BY THE LICENSEE OF THIS AGREEMENT, (II) ANY OCCURRENCE IN, UPON OR AT THE LICENSED PREMISES, THE STORE, OR THE SHOPPING CENTER IN WHICH THE STORE IS LOCATED, RESULTING FROM THE OCCUPANCY OR USE THEREOF BY LICENSEE, LICENSEE'S CUSTOMERS, INVITEES, AGENTS, CONTRACTORS, EMPLOYEES, SUBLICENSEES, ASSIGNEES, OR CONCESSIONAIRES, OR BY REASON OF THE USE OR MISUSE BY LICENSEE OR ANY SUCH PERSON OF THE PARKING AREA OR ANY OTHER COMMON AREAS OF THE SHOPPING CENTER IN WHICH THE STORE IS LOCATED, AND/OR (III) ANY VIOLATION BY LICENSEE OF ANY APPLICABLE LAWS, STATUTES, REGULATIONS, CODES, RULES, ORDERS, AND REQUIREMENTS OF ALL MUNICIPAL, STATE AND FEDERAL AUTHORITIES NOW IN FORCE OR WHICH MAY HEREAFTER BE IN FORCE. THIS INDEMNIFICATION SHALL INCLUDE PROVIDING ANY NECESSARY DEFENSE, ALL LITIGATION COSTS AND ATTORNEY'S FEES INCURRED BY LICENSOR OR LICENSEE.

THE FOREGOING RELEASE AND INDEMNITY IS INTENDED TO SPECIFICALLY RELEASE AND INDEMNIFY LICENSOR AND THE LICENSOR PARTIES FROM AND AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE (INCLUDING WITHOUT LIMITATION, LICENSOR'S OR ANY OF THE LICENSOR PARTIES' SOLE OR CONCURRENT NEGLIGENCE), AND SHALL NOT TERMINATE UPON RELEASE OR OTHER TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY CIRCUMSTANCE OR EVENT EXISTING OR OCCURRING PRIOR TO SUCH RELEASE OR TERMINATION, BUT WILL SURVIVE TERMINATION OF THIS AGREEMENT. In the event of any action or claim against which Licensor or any of the Licensor Parties is entitled to indemnification hereunder, Licensor or Licensee, as applicable, shall immediately notify the other party of the same and

shall furnish such party with all relevant information concerning such action or claim, and Licensor shall be entitled, at Licensee's expense, to participate in, and to the extent that Licensor wishes, to assume the defense thereof.

12. **UTILITIES.** Licensor agrees to provide to the Licensed Premises, at its cost and expense, electricity, heat, air conditioning and water (if presently supplied to the Licensed Premises). Licensor shall not be liable or responsible for any interruption in said services or damages to Licensee's business or loss of revenue resulting therefrom. Additional utility services furnished to the Licensed Premises including, without limitation, telephone service, shall be supplied at the Licensee's sole cost and expense. All utilities shall be turned off when the Licensed Premises are not open for business except where needed for safety and security.

13. **ENTRY AND INSPECTION.** Licensee shall permit Licensor and its agents and employees to enter into and upon the Licensed Premises at all reasonable times for the purpose of inspecting the same and for the purpose of maintaining the Store in which the Licensed Premises are situated and for the purpose of making repairs, alterations or additions to any other portion of said Store.

14. **ASSIGNMENT.** Licensee shall not assign or permit the assignment or transfer of this Agreement by law or otherwise, or any interest herein, and shall not sublicense the Licensed Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the employees of Licensee excepted) or entity to occupy or use the Licensed Premises, or any portion thereof, without first obtaining the written consent of Licensor. Consent by Licensor to any proposed assignment, sublicense, occupation or use by another person or entity shall be not deemed to be a consent to any subsequent assignment, sublicense, occupation or use by another person or entity. Consent to any assignment or sublicense shall not release the original Licensee from liability for the continued performance of the terms and provisions of this Agreement on the part of Licensee to be kept and performed unless Licensor specifically and in writing releases the original Licensee from said liability. Any assignment or sublicense without the prior written consent of Licensor shall be null and void and shall, at the option of Licensor, terminate this Agreement. Any assignee or sublicensees of this Agreement shall have no rights under this Agreement or to remain in the Licensed Premises.

15. **DEFAULT.**

(a) Events of Default. Any of the following events shall be deemed to be an "*Event of Default*" by licensee under this Agreement:

(i) Licensee shall fail to pay any installment of Rental or any other expenses due Licensor as herein provided and such failure shall continue for a period of five (5) days after such amount was due and payable by Licensee to Licensor; provided, however, that in no event shall Licensor be obligated to give any more than two (2) such notices in any 12-month period.

(ii) Licensee shall fail to perform or comply with its obligations under Sections 10 or 11 of this Agreement.

(iii) Licensee shall fail to observe Licensee Standards of Operation attached as Exhibit "B" hereto.

(iv) Licensee shall fail to comply with any of the other provisions of this Agreement or to fully perform or observe any of Licensee's obligation, covenants or agreements contained in this Agreement, and fails to cure the same within five (5) days after Licensor shall give written notice of the same to Licensee.

(v) Licensee ceases operations at the Store for forty-eight (48) continuous hours without formal written approval of the Store management.

(b) Remedies. Upon an Event of Default, Licensor may exercise any one or more of the following options, in addition to any other rights or remedies available to Licensor under applicable law or in equity. Licensor may either terminate this Agreement or may from time to time, without terminating this Agreement, exclude the Licensee from the Licensed Premises and re-license the Licensed Premises or any part thereof for such term or terms and at such rental or rentals or upon such other terms and conditions as Licensor in its sole discretion may deem advisable, with the right to make alterations and repairs to the Licensed Premises for such purpose. Licensor shall have the immediate right of re-entry and may remove all persons and property from the Licensed Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Licensee. Upon such relicensing, Licensee shall be immediately liable to pay to Licensor, in addition to any indebtedness due hereunder, the costs and expenses of such relicensing and of such alterations and repairs, incurred by Licensor and the amount, if any, by which the Rental reserved in this Agreement for the period of such relicensing exceeds the amount agreed to be paid as Rental for the Licensed Premises for such period of such relicensing. No such re-entry or taking possession of the Licensed Premises by Licensor shall be construed as an election on Licensor's part to terminate this Agreement unless a written notice of such intention be given to Licensee.

If Licensor elects termination of this Agreement, when the termination is effective, this Agreement shall terminate and be of no further force and effect, and neither party hereto shall have any further rights or obligations hereunder; provided, however, that any such termination shall in no way release either Licensor or Licensee from the performance of their respective obligations accruing prior to the effective date of termination of this Agreement.

16. HOURS OF BUSINESS AND SIGNAGE. Licensee shall continuously during the term of this Agreement operate the Licensee's business in the Licensed Premises during each day when the Store is open to the general public. Licensee shall keep the Licensed Premises staffed with a sufficient number of personnel to care for the patronage of Licensee's business and to conduct said business in accordance with sound business practices. Further, Licensee will provide signage at its expense, subject to approval by Licensor, which signage will be conspicuously displayed and will inform the Licensee's customers of the following information: (1) name of the business; (2) hours of operation; (3) times or occasions when the business will not be open to Licensee's customers; and (4) owner's name and phone number.

17. RULES AND REGULATIONS. Licensee agrees to comply with all rules and regulations made by Licensor from time to time for the overall operation of the Store in which the Licensed Premises are located including, but not limited to, Licensee Standards of Operation (Exhibit "B") and any of Licensor's or the landlord of the Store's Rules and Regulations, if any, as the foregoing may be changed from time to time.

18. CUSTOMERS. The customers of Licensor and Licensee are often the same. Licensor's policies are that the customers shall at all times be treated with respect, courtesy, integrity and cordiality. Licensee and Licensee's employees shall be expected to maintain these standards at all times and failure to do so, in Licensor's sole opinion, would constitute an Event of Default herein. Licensee shall comply with and abide by, and cause its employees to comply with and abide by, all reasonable rules and regulations adopted by Licensor regarding the conduct of business at the Store.

19. **HOLDING OVER.** Any holding over after the expiration of the term of this Agreement, with the written consent of Licensor, shall be construed to be a tenancy from week to week, cancelable upon seven (7) days written notice at a rental equal to the amount payable during the last month of the term hereof.

20. **NUISANCE AND GARBAGE.** Licensee shall take good care of the Licensed Premises and keep the same free from waste at all times. Licensee shall keep the Licensed Premises and areas adjacent to the Licensed Premises neat, clean and free from dirt or rubbish at all times, and Licensee should store all trash and garbage within the Licensed Premises. Licensee shall provide trash containers for Licensee's use and remove its trash and rubbish to such places within and without the Store as Licensor shall from time to time designate. Licensee will not load or unload any trucks or permit any trucks serving the Licensed Premises, whether owned by Licensee or not, to be loaded or unloaded at the Store, except in the areas specifically designated for such uses by Licensor. Licensee shall not solicit business or display or offer for sale merchandise within the Store or at any other point outside the Licensed Premises or distribute handbills in the Store or in any common areas adjacent to the Store or take any action which would interfere with the rights of other persons to use the Store. In addition, Licensee shall not hang, place or otherwise maintain or permit to be hung, placed or otherwise maintained in the Store any sign, banner or pennant except as otherwise permitted herein. If Licensee violates the foregoing prohibition, Licensor shall have the right to remove any such unauthorized sign, banner or pennant and dispose of the same as Licensor sees fit, and Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor in effecting such removal and disposition.

Licensee shall not permit any objectionable or unpleasant odors to emanate from the Licensed Premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Licensed Premises or where the same can be seen or heard from outside the Licensed Premises; nor place any antenna, awning or other projection on the exterior of the Licensed Premises; nor take any other action which would constitute a nuisance or would disturb or endanger other Licensee of the Store or unreasonably interfere with their use of their respective premises; nor do anything which would tend to injure the reputation of the Store.

21. **WAIVERS.** One or more waivers of any covenant, term or condition of this Agreement by either party hereto shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. Further, the acceptance of any Rental by Licensor shall not constitute a waiver as to any breach of any covenants or conditions of Licensee contained herein nor a waiver of any of Licensor's rights hereunder, nor shall the consent or approval by either party to or of any act by the other party requiring such consent or approval, shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. No right or remedy of either party hereunder of a covenant, duty or obligation of either party shall be deemed waived by the other party unless such waiver is in writing and signed by the party to be charged.

22. **ESTOPPEL CERTIFICATE.** Licensee shall, at any time when requested by Licensor, execute and deliver to Licensor a statement in writing certifying that this Agreement is unmodified and in full force and effect or if there have been modifications that the same is in full force and effect as modified, stating the modifications and the dates to which the rent and any other charges have been paid in advance and such other information as Licensor may reasonably request.

23. **ENVIRONMENTAL MATTERS.** "Environmental Laws" includes, but is not limited to, any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now in effect and in each case as amended to date, or hereafter enacted, imposed or amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree, or judgment, relating to the Environment, human health or safety, or Hazardous Materials. "Environment" includes, but is not limited to, all waters (including navigable, surface or subsurface

waters), groundwater, drinking water, drinking water supply, property, land surface, subsurface strata, soil or air. "**Hazardous Materials**" includes, but is not limited to: (a) any petroleum or petroleum products, natural gas, or natural gas products, radioactive materials, asbestos, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls (PCBs), and radon gas; (b) any chemicals, materials, waste or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "contaminants", or "pollutants", or words of similar import, under any Environmental Laws; and (c) any other chemical, material, waste or substance which is in any way regulated by any federal, state or local government authority, agency or instrumentality, including mixtures thereof with other materials, and including any regulated building materials such as asbestos and lead.

Licensee agrees, represents, warrants and covenants that: (1) its operations are, and will remain, in compliance with all applicable limitations, restrictions, conditions, standards, prohibitions, obligations and requirements of all Environmental Laws; (2) it has secured, and will continue to secure, all required permits, licenses approvals, permission, or authorizations necessary and required for its operations to comply with all Environmental Laws; (3) it shall not use, receive, store, treat, dispose or release any Hazardous Materials on or in the Licensed Premises or the Store; transport any Hazardous Materials to or from the Licensed Premises; (4) it shall notify Licensor immediately of the discovery of any presence, deposit, release, or placement of any Hazardous Material on the Licensed Premises or the Store; (5) it shall immediately remove, treat, dispose, clean up or otherwise remediate any and all Hazardous Materials found to be present on or in the Licensed Premises or the Store due to Licensee's operations, acts or omissions, to the satisfaction of Licensor and in compliance with the Environmental Laws; (6) it shall perform only the activities directly related to the approved activities described and set forth in this License Agreement, and will not conduct any other activities unless first receiving Licensor's written consent to undertake any other activities; and (7) it will remain in compliance with the representations, warranties and covenants set forth herein at all times and shall notify Licensor immediately upon any failure to maintain such compliance.

Licensor shall have the right at any time to enter upon the Licensed Premises to correct, at Licensee's expense, any violation of this Section 23, but Licensor shall be under no obligation to do so. Further, Licensor shall have the right (but not the obligation) to enter upon the Licensed Premises to take other actions as it may deem necessary or advisable to clean up, remove, remediate, dispose, resolve or minimize the impact of, or otherwise address or deal with, any Hazardous Materials on or in the Licensed Premises. All costs and expenses paid or incurred by Licensor in the exercise of any such rights shall be paid by Licensee upon demand. Licensee hereby agrees to indemnify, defend and hold harmless Licensor, its directors, officers, employees, agents and contractors (collectively the "Licensor Parties") from and against any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fees, fines, penalties, damages and expenses including attorneys fees, court costs and other such expenses (collectively referred to as the "Claims") by whosoever asserted, that are incurred or suffered by the Licensor that arise out of: (1) the breach by Licensee, Licensee's owners, directors, officers, employees, agents, contractors or invitees of any representation, warranty, covenant or agreement contained in this Section 23; or (2) other acts or omissions of Licensee, Licensee's owners, directors, employees, agents, contractors or invitees. Notwithstanding any other provision of the Agreement, Licensee's indemnification obligations shall survive the termination of this Agreement, and shall be effective regardless of when the Claims are made or asserted.

24. NOTICES. Where ever in this Agreement it shall be required or permitted that notice and/or demand be given or served by either party to this Agreement, such notice and/or demand shall be deemed to have been duly given or served when personally delivered, or whether actually received or not, forty-eight (48) hours after being deposited in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed as follows:

LICENSOR

Fiesta Mart, Inc.
5235 Katy Freeway
Houston, Texas 77007
Attention: Real Estate

Copy to:
Fiesta Store # 25

3909 North IH-35
Austin, TX 78722

Attention: Store Manager

LICENSEE

Travis County Clerk-Elections
5501 Airport Blvd.
Austin, TX 78751
Attention: Michael Winn./Peter V.
Telephone: (512) 854-3936

25. **SUCCESSORS IN INTEREST.** This License Agreement and all of the terms and provisions herein contained, subject to the provisions on assignment and sublicensing contained in Section 14, shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, subject to Section 14 hereof.

26. **RELATIONSHIP OF PARTIES.** Nothing contained in this Agreement shall be deemed or construed to effect a partnership or joint venture relationship between Licensor and Licensee, it being specifically acknowledged and agreed that the sole and exclusive relationship between the parties is that of Licensor and Licensee. Licensee shall conspicuously display in the Licensed Premises one or more notices as determined by Licensor, in form and content required by Licensor, stating that Licensee is not affiliated with or in any way related to or a part of Licensor.

27. **SECURITY AND SAFETY.** Nothing contained in this Agreement, including without limitation, this Section 27, constitutes any acknowledgment of need for security guards, watchmen, security cameras, or any special security measures to be instituted by the Licensor, and Licensor is not obligated to furnish any security services hereunder. Should Licensee desire any security services for the Licensed Premises, Licensee will provide them at its sole cost and expense. With regard to the Store and the Licensed Premises, Licensee further acknowledges that the security, safety and welfare of Licensee and Licensee's employees, agents, officers, customers, invitees, visitors, and in the event of successors or assigns ("Licensee's Parties") are the Licensee's obligation to insure that appropriate security and safety standards are observed and enforced by Licensee and that Licensor and Licensor Parties will never be personally held liable hereunder. NEITHER LICENSOR NOR ANY OF LICENSOR PARTIES SHALL BE LIABLE TO LICENSEE OR TO LICENSEE'S AGENTS, EMPLOYEES, OR INVITEES OR THEIR PROPERTY, IN ANY MANNER RELATING TO, AND LICENSEE HEREBY RELEASES, INDEMNIFIES, HOLDS HARMLESS LICENSOR AND ALL OF THE LICENSOR PARTIES FOR, ANY CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT THE LICENSEE OR LICENSEE'S AGENTS, EMPLOYEES, OR INVITEES, OR ANY OF THEM, MAY SUFFER OR INCUR, FOR DEATH OR INJURY TO PERSONS, OR DESTRUCTION OR DAMAGE TO PROPERTY, ARISING FROM OR RELATING IN ANY WAY TO THE LICENSOR'S DECISION TO PROVIDE OR DECISION NOT TO PROVIDE SECURITY

SERVICES FOR THE STORE, INCLUDING, WITHOUT LIMITATION ANY CLAIMS BASED UPON THE LICENSOR'S OR THE LICENSOR PARTIES' SOLE OR CONCURRENT NEGLIGENCE.

THE FOREGOING INDEMNITY IS INTENDED TO INDEMNIFY LICENSOR AND THE LICENSOR PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE (INCLUDING WITHOUT LIMITATION, LICENSOR'S SOLE OR CONCURRENT NEGLIGENCE), AND SHALL NOT TERMINATE UPON RELEASE OR OTHER TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY CIRCUMSTANCE OR EVENT EXISTING OR OCCURRING PRIOR TO SUCH RELEASE OR TERMINATION, BUT WILL SURVIVE TERMINATION OF THIS AGREEMENT.

FINALLY, LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT LICENSEE SHALL BEAR SOLE RESPONSIBILITY FOR THE SECURITY OF THE LICENSED PREMISES, AND FOR THE SECURITY OF LICENSEE'S EMPLOYEES, AGENTS, AND INVITEES, AND ALL OTHER PERSONS WHOMSOEVER WHO COME IN OR ABOUT THE LICENSED PREMISES. WITHOUT IN ANY WAY LIMITING THE FOREGOING, LICENSOR SHALL NOT BE OBLIGATED PROVIDE ANY FORM OF SECURITY FOR THE LICENSED PREMISES.

28. CORPORATE LICENSEES. If Licensee is a corporation, the persons executing this Agreement on behalf of Licensee hereby represent and warrant that Licensee is a duly organized corporation qualified to do business in the State of Texas; all of Licensee's franchise and other corporate taxes have been paid to date; and such persons are fully authorized by the board of directors of such corporation to execute and deliver this Agreement on behalf of such corporation.

29. NO SOLICITATION/DISTRIBUTION POLICY. There shall be no solicitation or distribution of literature of any kind by Licensee or by any of Licensee's employees at any time, anywhere on or within the Licensor's premises. However, it is expressly recognized that Licensee and Licensee's employees are entitled to solicit customers and distribute literature on the Licensed Premises that is directly related to the retail sales, services or business being provided for at the Licensed Premises as described in Section 3 hereof. A failure by Licensee to adhere to this paragraph will constitute an Event of Default.

30. ENTIRE AGREEMENT. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT, WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN (1) THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES; AND (2) THIS CONTRACT, INCLUDING THE DEFINED TERMS AND ALL EXHIBITS AND ADDENDA, IF ANY, ATTACHED, (A) EMBODIES THE FINAL COMPLETE AND ENTIRE AGREEMENT BETWEEN THE PARTIES; (B) SUPERSEDES ALL EXISTING PRIOR AND CONTEMPORANEOUS NEGOTIATIONS, OFFERS, PROPOSALS, LICENSES, LEASES, AGREEMENTS, COMMITMENTS, PROMISES, ACTS, CONDUCT, COURSE OF DEALING, REPRESENTATIONS, STATEMENTS, ASSURANCE AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND (C) MAY NOT BE VARIED OR CONTRADICTED BY EVIDENCE OF ANY SUCH PRIOR OR CONTEMPORANEOUS MATTER OR BY EVIDENCE OF ANY SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

LICENSEE:
Travis County Elections, a Texas governmental jurisdiction

By: _____

Name: _____

Title: Owner

LICENSOR:
FIESTA MART, INC., a Texas corporation

By: _____

Name: _____

Title: _____

[signature page for individual]

EXHIBIT "B"

LICENSEE STANDARDS OF OPERATIONS

Effective January, 2006

1. Area Lease Signs

- Area lease signs indicating that the Licensee's leased area is not operated by Fiesta will be provided by Fiesta and must be prominently posted and visible for customer view at all times. A large leased area will need more than one sign.

2. Hours of Operation

- Signs which indicate the hours of operation must be professional in appearance and prominently posted by Licensee and visible for customer view at all times.
- No Licensee can be open when the Fiesta store is closed.
- All Licensee should be open on Saturdays and Sundays in addition to regular weekly hours.
- Licensee hours of operation should be established at a minimum level to fit with customer convenience and needs.

3. Name Tags

- All personnel working in any Licensee leased area must wear a name tag showing the name of the individual.
- All name tags in a Licensee area must be professional in appearance and of the same type, style and color and approved by the Fiesta store manager.
- There is no single brand of approved name tags.

4. Attire

- Proper clothing must be worn at all times in all tenant areas.
 - Shirts and blouses should be tucked in at all times.
 - Hats and caps should be fronted.
 - Wearing apparel should be tasteful and appropriate for the business being carried on by the Licensee.
 - Shoes must be worn at all times.
- Exclusions:
 - Tank tops or beach wear.
 - Gang or sexual paraphernalia.

5. Signage and Decoration

- All Licensee signs inside of any Fiesta store must be approved by the Director of Operations for the store.
- No signs will be allowed on the Fiesta building without the prior written approval of the Fiesta corporate office.
- Signs should be flush against the wall to avoid the obstruction of visibility.
- There should be no decoration or signs in a Licensee area without the prior approval of the Fiesta store manager.
- All signage should be clean and professional in appearance.

6. Displays

- Displays on top of showcases and counters should not be higher than five feet from the ground without prior approval of the Director of Area Operations for the store.
- Merchandise hanging from the ceiling is not permitted.

Pharmacy Addendum

7. Display Cabinets and Showcases

- All display cabinets and showcases need to satisfy Fiesta's standards for safety and appearance and be approved in advance by the Director of Area Operations for the store.

8. Merchandising

- Licensee areas should not be allowed within six feet of store entrances without specific exceptions approved by the Director of Area Operations for the store.
- Licensee's merchandise cannot extend beyond the Licensee's designated lease footprint and approved square footage without the prior approval of the Director of Area Operations for the store.
- All Licensees should be prepared to offer a cash refund or a product exchange if the customer returns with a receipt within 30 days following the date of purchase and is not satisfied with the product sold by the Licensee.

9. General Considerations

- Music cannot be played by a Licensee inside of a Fiesta store.
- Music should be kept at a moderate level and not be offensive when played by a Licensee outside any Fiesta store.
- No posters, art work, magazines or literature that may be considered offensive or with sexual overtones shall be allowed on the premises (either inside or outside of the store).
- Licensee will not sell products that would be in direct competition with Fiesta Mart.
- Licensee will be held strictly responsible to sell only the products that are specifically permitted to be sold in their License Agreement.
- No products will be sold in any Fiesta store that cannot be legally sold in that store.

EXHIBIT "D"

PERMITTED USE

[to be attached]

Pharmacy Addendum

EXHIBIT "E"

EXCLUSIVE OR PROHIBITED USES

Licensee may not offer any goods or services offered by Licensor at this Store unless otherwise included in Exhibit "D" of this License Agreement.

[Additional Exclusions]

EXHIBIT "F"

LICENSEE IMPROVEMENTS

[to be attached]

EXHIBIT "A-1 "
FIESTA STORE NO. 64

MEMORANDUM

TO: Licensee In One Of Our Stores
FROM: Fiesta Mart, Inc.
DATE: October 14, 2014

Welcome to being a tenant in a Fiesta Mart ("Fiesta") store!

Attached is a form of License Agreement for you to occupy space in one of our stores. We want to specifically note some points for you:

1. Read the License Agreement completely and ask for an explanation of anything you do not understand.
2. There should be no blanks in the License Agreement.
3. The term that you can be in our store is set forth in Section 2. It can be extended or renewed at the option of Fiesta. At the end of the term you must move out of the store unless the term is extended or renewed.
4. The only use you can make of the space you lease is set forth in Section 3 of the License Agreement.
5. The monthly Rental you must pay is set forth in Section 4 of the License Agreement. Each payment of Rental must be accompanied by a copy of the License Rental Payment Form (Exhibit "C"), and it must be received at the address noted in Section 4 of the License Agreement. Delinquency of five (5) days or more, with Fiesta under no obligation to provide notice of such delinquency, will result in a late charge and possibly termination of the License Agreement by Fiesta.
6. You will not be permitted to occupy space in a Fiesta store without insurance being in effect. This applies to a new License Agreement or at the time of renewal of your License Agreement. The certificates of insurance for all insurance coverage should indicate that:
 - Fiesta Mart is an additional insured except the workers compensation coverage.
 - Your insurance is primary to any coverage carried by Fiesta Mart.
 - Your insurance carrier waives subrogation against Fiesta Mart.

The policy coverage should be as follows:

- Commercial General Liability
 - Personal Injury Liability – \$2,000,000 each occurrence
 - Products – \$2,000,000 aggregate
 - Contractual Liability – \$2,000,000
 - Automobile Liability (for all vehicles used in connection with business operations on or from Licensed Premise) – \$2,000,000 combined single limit for bodily injury and property injury.
 - Property – Full Replacement Value
 - Workers Compensation (if required by law to carry coverage) to the extent required by law.
7. You should read carefully the Licensee Standards of Operation (Exhibit "B"). You are expected to follow these standards in our stores. These are an Exhibit to the License Agreement.

8. If you are a new Licensee, we need:

- If you are a corporation or limited liability company, a copy of your articles of incorporation or articles of formation and evidence of being in good standing with the Texas Comptroller's Office
- If you are a partnership, a copy of your partnership agreement and, if applicable, a copy of your certificate of formation and evidence of being in good standing with the Texas Comptroller's Office
- If you are doing business under a name other than your legal name, a copy of your assumed name filing
- If you are operating a business that is regulated by any licensing authority (dentistry, optometry, law, chiropractic, etc.) requiring a license to operate, please provide a copy of the license/credentials authorizing the operation of the business.

Note: You can obtain evidence of good standing from the Texas Comptroller's Office's website.

I have read and understand the contents of this memorandum.

Licensee

CHC/cw

LICENSE AGREEMENT

This License Agreement (the "*Agreement*") is made and entered into this 20 day of October 2014 by and between **Fiesta Mart, Inc.**, a Texas Corporation ("*Licensor*") and Travis County Elections, a Governmental Jurisdiction ("*Licensee*").

WHEREAS, Licensor is the owner of or otherwise has the right to occupy that certain building (the "*Store*") Fiesta No. 64 located at 5510 South IH-35, the City of Austin, County of Travis, State of Texas, _____; and

WHEREAS, Licensee desires to obtain from Licensor a license and right to use certain designated space in or adjacent to the Store; and

WHEREAS, Licensor is willing to grant to Licensee a license to use certain space in or adjacent to the Store upon the terms, covenants and conditions hereinafter set forth;

NOW THEREFORE, for good and valuable consideration and the mutual covenants and agreements herein contained, Licensor and Licensee hereby agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants to Licensee, upon the terms, covenants and conditions hereinafter set forth, the exclusive license and right to use and occupy approximately 100 square feet of space in or adjacent to the Store (the "*Licensed Premises*"), as noted on Exhibit "A" attached hereto. Licensor may, in its sole discretion, from time to time throughout the term of the Agreement, and at Licensee's sole cost and expense, change the location of the Licensed Premises within or adjacent to the Store provided that the total square foot area of the Licensed Premises shall not be substantially reduced from that set forth above.

2. **TERM.** The term of this Agreement shall commence on the 20 day of October, 2014 (the "*Commencement Date*") and terminate at 11:59 p.m., Houston time, on the 4 day of November, 2014. **Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, Licensor shall have the option to terminate this Agreement at any time during the term hereof for any or no reason whatsoever, with or without cause, by giving Licensee no less than ten (10) calendar days' prior written notice of such termination. Upon the termination hereunder, Licensee shall vacate and abandon the Licensed Premises as provided in this Agreement and**

neither party shall have any further obligations or liabilities hereunder, except to the extent the same have accrued and expressly survive the termination or expiration of this Agreement.

3. **USE.** Licensee shall use the Licensed Premises solely for the permitted use, as provided for in Exhibit "D" attached hereto and for no other purpose whatsoever without the prior written consent of Licensor. Further, Licensee shall not use the Licensed Premises for, or conduct from the Licensed Premises, any (i) public or private auction, (ii) "fire", "going out of business", liquidation, "lost-our-lease", bankruptcy or similar sale, (iii) auction, or (iv) any of the exclusive or prohibited uses being listed on Exhibit "E" attached hereto. Licensee shall not, without Licensor's prior written consent, keep anything within the Licensed Premises or use the Licensed Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Licensed Premises or the Store. All property kept, stored or maintained within the Licensed Premises by Licensee shall be at Licensee's sole risk.

4. **RENTAL.** Rental shall commence on the Commencement Date of the term of this Agreement as set forth in Article 2. Licensee shall pay to Licensor as rental for the Licensed Premises in advance on the first (1st) day of each month throughout the term of this Agreement the following amounts (the "Rental"):

Months	Monthly Base Rent	Annual Base Rent
2 weeks		\$ 0.00

All Rentals are payable in full by Licensee to Licensor and shall be paid by check or money order payable to Licensor in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, at Fiesta Mart, Inc., Department 876, P.O. Box 4346, Houston, Texas 77210-4346, or at such other place as may be designated in writing from time to time by Licensor. Any check of Licensee returned to Licensor unpaid for any reason will result in an additional charge of \$25. If the Rental payment is not paid by the close of business on the fifth (5th) day of the following month, Licensee must pay a late charge equal to ten percent (10%) of the monthly Rental in addition to normal Rental payments to reimburse Licensor for the extra cost and expense incurred in connection with the handling and processing of the late payment. Each payment of Rental must be accompanied by a completed License Rental Payment Form attached as Exhibit "C". The first payment of Rental shall be paid upon execution of this Agreement and shall be for the first month (or the partial month) of October in the amount of \$ 455.00. Licensee waives and relinquishes all rights of Licensee to withhold or deduct or offset against any Rental or other sums provided hereunder to be paid to Licensor by Licensee.

5. PERSONAL PROPERTY TAXES. During the term hereof, Licensee shall pay, prior to delinquency, all taxes assessed against and levied upon the fixtures, furnishings, equipment, inventory and all other personal property of Licensee contained in the Licensed Premises, and Licensee shall cause said fixtures, furnishings, equipment, inventory and other personal property to be assessed and billed separately from the personal property of Licensor. In the event any or all of Licensee's fixtures, furnishings, equipment, inventory and other personal property shall be assessed and taxed with Licensor's personal property, Licensee shall pay to Licensor its share of such taxes within ten (10) days after written demand by Licensor to Licensee setting forth the amount of such taxes applicable to Licensee's property.

6. CONSTRUCTION, ALTERATION AND REMOVAL OF LICENSEE IMPROVEMENTS. LICENSEE HAS INSPECTED THE LICENSED PREMISES AND IS FAMILIAR WITH THE CONDITION THEREOF. LICENSEE HEREBY ACCEPTS THE LICENSED PREMISES IN THEIR PRESENT "WHERE AS, AS IS" CONDITION, WITH ALL FAULTS, AND AGREES THAT ANY AND ALL IMPROVEMENTS OR ALTERATIONS TO THE LICENSED PREMISES WHICH MAY BE NECESSARY OR DESIRABLE FOR THE CONDUCT OF LICENSEE'S BUSINESS SHALL BE CONSTRUCTED BY LICENSEE, AT LICENSEE'S SOLE COST, EXPENSE AND RISK; PROVIDED, HOWEVER, NO SUCH IMPROVEMENTS SHALL BE SO CONSTRUCTED BY LICENSEE UNLESS AND UNTIL LICENSOR SHALL HAVE APPROVED THE PLANS AND SPECIFICATIONS FOR SUCH IMPROVEMENTS IN WRITING. If the plans and specifications for the Licensee Improvements listed on Exhibit "F", if any, have not been approved by Licensor within sixty (60) days from the date of submission to Licensor, Licensee shall have the right to terminate this Agreement by giving written notice of termination to Licensor at any time thereafter but before such plans and specifications have been approved. In no event shall the foregoing right to terminate apply to any improvements, alterations, or additions other than those initially listed on Exhibit "F".

Upon the expiration or sooner termination of this Agreement, Licensee agrees to surrender to Licensor the Licensed Premises in the same condition as received, reasonable wear and tear excepted and to remove from the Licensed Premises all trade fixtures and equipment and, at the election of Licensor, all improvements constructed by Licensee in the Licensed Premises. Licensee shall repair all damage to the Licensed Premises or the Store resulting from any such removal. Any personal property of Licensee which shall remain in the Store after the expiration or termination of this Agreement, may, at the option of Licensor, and after giving Licensee ten (10) days written notice to remove the same, be deemed to have been abandoned and conveyed by Licensee to the Licensor (without the need to take any further action or execute any further document), and may either be retained by Licensor as its property or be disposed of, without accountability, in such manner as Licensor may see fit. Licensor shall not be responsible for any loss or damage occurring to any property owned by Licensee or any sublicensee or other occupant of the Licensed Premises. The provisions of this Section shall survive termination of this Agreement. All obligations of Licensee for the period of time prior to the expiration or earlier termination of the Term shall survive such expiration or termination.

7. MECHANIC'S LIENS. Licensee shall keep the Licensed Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Licensee. In the event a lien is placed on the Store or the Licensed Premises, Licensor can cure such lien, and Licensee shall reimburse Licensor the cost of curing such lien plus fifteen percent (15%) for administration and legal fees within ten (10) days after receipt of notice of the expense to cure the lien said reimbursement to be paid to Licensor.

8. ACCESS AND PARKING AREA. During the term of this Agreement and provided Licensee is not in default hereunder, Licensee and its employees and customers shall have the right of ingress and egress to the Licensed Premises through the Store during such hours and on such days as the

Store shall be open to the public, provided, however, such use is subject to the any Rules and Regulations imposed by Licensor or the landlord of the Store, if any. Licensor reserves the right to change the location and number of entrances to the Store without the prior approval of Licensee. Licensee's customers shall also have the non-exclusive right to use the parking area adjacent to the Store for the purpose of parking their noncommercial vehicles. Licensee and Licensee's employees shall park their vehicles only in such areas as shall be designated from time to time by Store management.

9. MAINTENANCE AND REPAIR. Licensee shall at all times during the term hereof, at Licensee's sole cost and expense, keep, maintain and repair the Licensed Premises in good and sanitary order and condition and free of all trash and debris. By entering into this Agreement, Licensee shall be deemed to have accepted the Licensed Premises as being in good and sanitary order, condition and repair. In the event Licensee causes any malfunction in or damage to the electrical, plumbing or any other mechanical system supplying utilities to the Licensed Premises or does any act which causes a malfunction or damage to any such system, then Licensee agrees to reimburse Licensor for all costs and expenses incurred by Licensor in repairing the same. Without limiting the coverage of the previous sentence, it is understood that Licensee's responsibilities shall include the repair and replacement of all lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures located in or on the Licensed Premises and all utility repairs in ducts, conduits, pipes and wiring in the Licensed Premises. Licensee shall also be responsible for any sewer stoppage located in, under or above the Licensed Premises and all damage caused by break-ins or attempted break-ins to the Licensed Premises.

10. COMPLIANCE WITH LAWS. Licensee shall, at its sole cost and expense, comply with all of the laws, statutes, regulations, codes, rules, orders, and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to (a) the use of the Licensed Premises by Licensee and the Licensee's authority to operate the business as set forth in Section 3 hereof; or (b) the product or services being sold or provided in the Licensed Premises or (c) Licensee's presence in the Store. Licensee shall not commit any act of waste or commit or suffer to be committed any act or thing which may disturb the quiet enjoyment of any other Licensee in the Store. Additionally, Licensee shall comply with all Rules and Regulations, if any, imposed by the Licensor or any landlord of the Store.

11. INSURANCE AND INDEMNITY. During the entire term of this Agreement, Licensee shall, at its sole cost and expense, but for the mutual benefit of Licensor and Licensee, maintain commercial general liability insurance with personal injury coverage of \$2,000,000 for each occurrence, products coverage of \$2,000,000 in the aggregate and contractual liability coverage of \$2,000,000, automobile liability coverage of \$2,000,000 and property coverage equal to full replacement value. Licensee will also carry workers compensation coverage to the extent required by applicable law. All such insurance shall be carried with companies satisfactory to Licensor. All such policies of except workers compensation insurance shall name Licensor as an additional insured as its interest may appear and a certificate of insurance or insurance renewal showing Licensor as an additional insured shall be delivered to Licensor prior to the Commencement Date. Licensee shall be responsible for taking out and maintaining insurance on its improvements, additions, alterations, as well as any and all personal property owned by Licensee (including, without limitation, all furniture, fixtures, equipment, inventory and other personal property) in the Licensed Premises in such amount as Licensee deems necessary for the protection of its property. The insurance coverage of the Licensee should state that it is primary to the insurance coverage of Licensor and all subrogation rights of Licensee or its insurance carrier against Licensor shall be waived. All Licensee insurance policies shall not be suspended, voided, cancelled reduced in coverage or in limits except after thirty (30) days prior written notice shall have been given Licensor by the insurance carrier(s). Licensor reserves the right to require a complete and certified copy of all Licensee insurance policies it any time including additional insured and waiver of subrogation provision or endorsements.

Licensee does hereby specifically release and discharge Licensor and any of the Licensor Parties (as defined below) of and from any liability whatsoever hereafter arising from loss or damage to the Licensed Premises, Licensee's improvements, additions or alterations thereon, or any and all personal property owned by Licensee of whatever nature (including, without limitation, all furniture, fixtures, equipment, and inventory) caused by fire, other casualty or any other cause (INCLUDING THE NEGLIGENCE OF LANDLORD OR TENANT OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR CONTRACTORS) for which insurance is carried or required to be carried pursuant to the terms of this Agreement by Licensee (or for which the Licensee is self-insured pursuant to the terms of this Agreement) at the time of such loss or damage. Licensee shall require its casualty insurance carriers to include in its policies a waiver of subrogation clause or similar endorsement to the effect that such release shall not adversely affect or impair said policies or prejudice the right of its insured to recover thereunder.

Licensor shall not be liable to Licensee or to Licensee's employees, agents, or visitors, or to any other person whomsoever, for any injury, sickness or death to person or damage or destruction to property on or about the Licensed Premises or the Store caused by the act, omission, negligence or misconduct of Licensee, its employees, sublicensees, tenants or concessionaires, or of any other person entering the Store under express or implied invitation of Licensee, or arising out of the use of the Licensed Premises by Licensee and the conduct of its business therein, or arising out of any breach or default by Licensee in the performance of its obligations hereunder. **AS A MATERIAL CONSIDERATION TO LICENSOR FOR ENTERING INTO THIS AGREEMENT ON THE TERMS AND CONDITIONS CONTAINED HEREIN, LICENSEE HEREBY RELEASES LICENSOR AND ITS OWNERS, DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "LICENSOR PARTIES"), AND AGREES TO INDEMNIFY AND HOLD HARMLESS LICENSOR AND ANY OF THE LICENSOR PARTIES FROM ANY CAUSES OF ACTION, DAMAGE, LOSS, LIABILITY, EXPENSE OR CLAIMS ARISING OUT OF ANY SUCH INJURY, SICKNESS, DEATH, DAMAGE OR DESTRUCTION ON ACCOUNT OF (I) ANY DEFAULT BY THE LICENSEE OF THIS AGREEMENT, (II) ANY OCCURRENCE IN, UPON OR AT THE LICENSED PREMISES, THE STORE, OR THE SHOPPING CENTER IN WHICH THE STORE IS LOCATED, RESULTING FROM THE OCCUPANCY OR USE THEREOF BY LICENSEE, LICENSEE'S CUSTOMERS, INVITEES, AGENTS, CONTRACTORS, EMPLOYEES, SUBLICENSEES, ASSIGNEES, OR CONCESSIONAIRES, OR BY REASON OF THE USE OR MISUSE BY LICENSEE OR ANY SUCH PERSON OF THE PARKING AREA OR ANY OTHER COMMON AREAS OF THE SHOPPING CENTER IN WHICH THE STORE IS LOCATED, AND/OR (III) ANY VIOLATION BY LICENSEE OF ANY APPLICABLE LAWS, STATUTES, REGULATIONS, CODES, RULES, ORDERS, AND REQUIREMENTS OF ALL MUNICIPAL, STATE AND FEDERAL AUTHORITIES NOW IN FORCE OR WHICH MAY HEREAFTER BE IN FORCE. THIS INDEMNIFICATION SHALL INCLUDE PROVIDING ANY NECESSARY DEFENSE, ALL LITIGATION COSTS AND ATTORNEY'S FEES INCURRED BY LICENSOR OR LICENSEE.**

THE FOREGOING RELEASE AND INDEMNITY IS INTENDED TO SPECIFICALLY RELEASE AND INDEMNIFY LICENSOR AND THE LICENSOR PARTIES FROM AND AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE (INCLUDING WITHOUT LIMITATION, LICENSOR'S OR ANY OF THE LICENSOR PARTIES' SOLE OR CONCURRENT NEGLIGENCE), AND SHALL NOT TERMINATE UPON RELEASE OR OTHER TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY CIRCUMSTANCE OR EVENT EXISTING OR OCCURRING PRIOR TO SUCH RELEASE OR TERMINATION, BUT WILL SURVIVE TERMINATION OF THIS AGREEMENT. In the event of any action or claim against which Licensor or any of the Licensor Parties is entitled to indemnification hereunder, Licensor or Licensee, as applicable, shall immediately notify the other party of the same and

shall furnish such party with all relevant information concerning such action or claim, and Licensor shall be entitled, at Licensee's expense, to participate in, and to the extent that Licensor wishes, to assume the defense thereof.

12. **UTILITIES.** Licensor agrees to provide to the Licensed Premises, at its cost and expense, electricity, heat, air conditioning and water (if presently supplied to the Licensed Premises). Licensor shall not be liable or responsible for any interruption in said services or damages to Licensee's business or loss of revenue resulting therefrom. Additional utility services furnished to the Licensed Premises including, without limitation, telephone service, shall be supplied at the Licensee's sole cost and expense. All utilities shall be turned off when the Licensed Premises are not open for business except where needed for safety and security.

13. **ENTRY AND INSPECTION.** Licensee shall permit Licensor and its agents and employees to enter into and upon the Licensed Premises at all reasonable times for the purpose of inspecting the same and for the purpose of maintaining the Store in which the Licensed Premises are situated and for the purpose of making repairs, alterations or additions to any other portion of said Store.

14. **ASSIGNMENT.** Licensee shall not assign or permit the assignment or transfer of this Agreement by law or otherwise, or any interest herein, and shall not sublicense the Licensed Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the employees of Licensee excepted) or entity to occupy or use the Licensed Premises, or any portion thereof, without first obtaining the written consent of Licensor. Consent by Licensor to any proposed assignment, sublicense, occupation or use by another person or entity shall be not deemed to be a consent to any subsequent assignment, sublicense, occupation or use by another person or entity. Consent to any assignment or sublicense shall not release the original Licensee from liability for the continued performance of the terms and provisions of this Agreement on the part of Licensee to be kept and performed unless Licensor specifically and in writing releases the original Licensee from said liability. Any assignment or sublicense without the prior written consent of Licensor shall be null and void and shall, at the option of Licensor, terminate this Agreement. Any assignee or sublicensees of this Agreement shall have no rights under this Agreement or to remain in the Licensed Premises.

15. **DEFAULT.**

(a) Events of Default. Any of the following events shall be deemed to be an "*Event of Default*" by licensee under this Agreement:

(i) Licensee shall fail to pay any installment of Rental or any other expenses due Licensor as herein provided and such failure shall continue for a period of five (5) days after such amount was due and payable by Licensee to Licensor; provided, however, that in no event shall Licensor be obligated to give any more than two (2) such notices in any 12-month period.

(ii) Licensee shall fail to perform or comply with its obligations under Sections 10 or 11 of this Agreement.

(iii) Licensee shall fail to observe Licensee Standards of Operation attached as Exhibit "B" hereto.

(iv) Licensee shall fail to comply with any of the other provisions of this Agreement or to fully perform or observe any of Licensee's obligation, covenants or agreements contained in this Agreement, and fails to cure the same within five (5) days after Licensor shall give written notice of the same to Licensee.

(v) Licensee ceases operations at the Store for forty-eight (48) continuous hours without formal written approval of the Store management.

(b) Remedies. Upon an Event of Default, Licensor may exercise any one or more of the following options, in addition to any other rights or remedies available to Licensor under applicable law or in equity. Licensor may either terminate this Agreement or may from time to time, without terminating this Agreement, exclude the Licensee from the Licensed Premises and re-license the Licensed Premises or any part thereof for such term or terms and at such rental or rentals or upon such other terms and conditions as Licensor in its sole discretion may deem advisable, with the right to make alterations and repairs to the Licensed Premises for such purpose. Licensor shall have the immediate right of re-entry and may remove all persons and property from the Licensed Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Licensee. Upon such relicensing, Licensee shall be immediately liable to pay to Licensor, in addition to any indebtedness due hereunder, the costs and expenses of such relicensing and of such alterations and repairs, incurred by Licensor and the amount, if any, by which the Rental reserved in this Agreement for the period of such relicensing exceeds the amount agreed to be paid as Rental for the Licensed Premises for such period of such relicensing. No such re-entry or taking possession of the Licensed Premises by Licensor shall be construed as an election on Licensor's part to terminate this Agreement unless a written notice of such intention be given to Licensee.

If Licensor elects termination of this Agreement, when the termination is effective, this Agreement shall terminate and be of no further force and effect, and neither party hereto shall have any further rights or obligations hereunder; provided, however, that any such termination shall in no way release either Licensor or Licensee from the performance of their respective obligations accruing prior to the effective date of termination of this Agreement.

16. HOURS OF BUSINESS AND SIGNAGE. Licensee shall continuously during the term of this Agreement operate the Licensee's business in the Licensed Premises during each day when the Store is open to the general public. Licensee shall keep the Licensed Premises staffed with a sufficient number of personnel to care for the patronage of Licensee's business and to conduct said business in accordance with sound business practices. Further, Licensee will provide signage at its expense, subject to approval by Licensor, which signage will be conspicuously displayed and will inform the Licensee's customers of the following information: (1) name of the business; (2) hours of operation; (3) times or occasions when the business will not be open to Licensee's customers; and (4) owner's name and phone number.

17. RULES AND REGULATIONS. Licensee agrees to comply with all rules and regulations made by Licensor from time to time for the overall operation of the Store in which the Licensed Premises are located including, but not limited to, Licensee Standards of Operation (Exhibit "B") and any of Licensor's or the landlord of the Store's Rules and Regulations, if any, as the foregoing may be changed from time to time.

18. CUSTOMERS. The customers of Licensor and Licensee are often the same. Licensor's policies are that the customers shall at all times be treated with respect, courtesy, integrity and cordiality. Licensee and Licensee's employees shall be expected to maintain these standards at all times and failure to do so, in Licensor's sole opinion, would constitute an Event of Default herein. Licensee shall comply with and abide by, and cause its employees to comply with and abide by, all reasonable rules and regulations adopted by Licensor regarding the conduct of business at the Store.

19. **HOLDING OVER.** Any holding over after the expiration of the term of this Agreement, with the written consent of Licensor, shall be construed to be a tenancy from week to week, cancelable upon seven (7) days written notice at a rental equal to the amount payable during the last month of the term hereof.

20. **NUISANCE AND GARBAGE.** Licensee shall take good care of the Licensed Premises and keep the same free from waste at all times. Licensee shall keep the Licensed Premises and areas adjacent to the Licensed Premises neat, clean and free from dirt or rubbish at all times, and Licensee should store all trash and garbage within the Licensed Premises. Licensee shall provide trash containers for Licensee's use and remove its trash and rubbish to such places within and without the Store as Licensor shall from time to time designate. Licensee will not load or unload any trucks or permit any trucks serving the Licensed Premises, whether owned by Licensee or not, to be loaded or unloaded at the Store, except in the areas specifically designated for such uses by Licensor. Licensee shall not solicit business or display or offer for sale merchandise within the Store or at any other point outside the Licensed Premises or distribute handbills in the Store or in any common areas adjacent to the Store or take any action which would interfere with the rights of other persons to use the Store. In addition, Licensee shall not hang, place or otherwise maintain or permit to be hung, placed or otherwise maintained in the Store any sign, banner or pennant except as otherwise permitted herein. If Licensee violates the foregoing prohibition, Licensor shall have the right to remove any such unauthorized sign, banner or pennant and dispose of the same as Licensor sees fit, and Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor in effecting such removal and disposition.

Licensee shall not permit any objectionable or unpleasant odors to emanate from the Licensed Premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Licensed Premises or where the same can be seen or heard from outside the Licensed Premises; nor place any antenna, awning or other projection on the exterior of the Licensed Premises; nor take any other action which would constitute a nuisance or would disturb or endanger other Licensee of the Store or unreasonably interfere with their use of their respective premises; nor do anything which would tend to injure the reputation of the Store.

21. **WAIVERS.** One or more waivers of any covenant, term or condition of this Agreement by either party hereto shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. Further, the acceptance of any Rental by Licensor shall not constitute a waiver as to any breach of any covenants or conditions of Licensee contained herein nor a waiver of any of Licensor's rights hereunder, nor shall the consent or approval by either party to or of any act by the other party requiring such consent or approval, shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. No right or remedy of either party hereunder of a covenant, duty or obligation of either party shall be deemed waived by the other party unless such waiver is in writing and signed by the party to be charged.

22. **ESTOPPEL CERTIFICATE.** Licensee shall, at any time when requested by Licensor, execute and deliver to Licensor a statement in writing certifying that this Agreement is unmodified and in full force and effect or if there have been modifications that the same is in full force and effect as modified, stating the modifications and the dates to which the rent and any other charges have been paid in advance and such other information as Licensor may reasonably request.

23. **ENVIRONMENTAL MATTERS.** "Environmental Laws" includes, but is not limited to, any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now in effect and in each case as amended to date, or hereafter enacted, imposed or amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree, or judgment, relating to the Environment, human health or safety, or Hazardous Materials. "Environment" includes, but is not limited to, all waters (including navigable, surface or subsurface

waters), groundwater, drinking water, drinking water supply, property, land surface, subsurface strata, soil or air. "**Hazardous Materials**" includes, but is not limited to: (a) any petroleum or petroleum products, natural gas, or natural gas products, radioactive materials, asbestos, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls (PCBs), and radon gas; (b) any chemicals, materials, waste or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "contaminants", or "pollutants", or words of similar import, under any Environmental Laws; and (c) any other chemical, material, waste or substance which is in any way regulated by any federal, state or local government authority, agency or instrumentality, including mixtures thereof with other materials, and including any regulated building materials such as asbestos and lead.

Licensee agrees, represents, warrants and covenants that: (1) its operations are, and will remain, in compliance with all applicable limitations, restrictions, conditions, standards, prohibitions, obligations and requirements of all Environmental Laws; (2) it has secured, and will continue to secure, all required permits, licenses approvals, permission, or authorizations necessary and required for its operations to comply with all Environmental Laws; (3) it shall not use, receive, store, treat, dispose or release any Hazardous Materials on or in the Licensed Premises or the Store; transport any Hazardous Materials to or from the Licensed Premises; (4) it shall notify Licensor immediately of the discovery of any presence, deposit, release, or placement of any Hazardous Material on the Licensed Premises or the Store; (5) it shall immediately remove, treat, dispose, clean up or otherwise remediate any and all Hazardous Materials found to be present on or in the Licensed Premises or the Store due to Licensee's operations, acts or omissions, to the satisfaction of Licensor and in compliance with the Environmental Laws; (6) it shall perform only the activities directly related to the approved activities described and set forth in this License Agreement, and will not conduct any other activities unless first receiving Licensor's written consent to undertake any other activities; and (7) it will remain in compliance with the representations, warranties and covenants set forth herein at all times and shall notify Licensor immediately upon any failure to maintain such compliance.

Licensor shall have the right at any time to enter upon the Licensed Premises to correct, at Licensee's expense, any violation of this Section 23, but Licensor shall be under no obligation to do so. Further, Licensor shall have the right (but not the obligation) to enter upon the Licensed Premises to take other actions as it may deem necessary or advisable to clean up, remove, remediate, dispose, resolve or minimize the impact of, or otherwise address or deal with, any Hazardous Materials on or in the Licensed Premises. All costs and expenses paid or incurred by Licensor in the exercise of any such rights shall be paid by Licensee upon demand. Licensee hereby agrees to indemnify, defend and hold harmless Licensor, its directors, officers, employees, agents and contractors (collectively the "Licensor Parties") from and against any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fees, fines, penalties, damages and expenses including attorneys fees, court costs and other such expenses (collectively referred to as the "Claims") by whosoever asserted, that are incurred or suffered by the Licensor that arise out of: (1) the breach by Licensee, Licensee's owners, directors, officers, employees, agents, contractors or invitees of any representation, warranty, covenant or agreement contained in this Section 23; or (2) other acts or omissions of Licensee, Licensee's owners, directors, employees, agents, contractors or invitees. Notwithstanding any other provision of the Agreement, Licensee's indemnification obligations shall survive the termination of this Agreement, and shall be effective regardless of when the Claims are made or asserted.

24. NOTICES. Where ever in this Agreement it shall be required or permitted that notice and/or demand be given or served by either party to this Agreement, such notice and/or demand shall be deemed to have been duly given or served when personally delivered, or whether actually received or not, forty-eight (48) hours after being deposited in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed as follows:

LICENSOR

Fiesta Mart, Inc.
5235 Katy Freeway
Houston, Texas 77007
Attention: Real Estate

Copy to:
Fiesta Store # 64

5510 South IH-35
Austin, TX 78745

Attention: Store Manager

LICENSEE

Travis County Clerk-Elections
5501 Airport Blvd.
Austin, TX 78751
Attention: Michael Winn./Peter V.
Telephone: (512) 854-3936

25. **SUCCESSORS IN INTEREST.** This License Agreement and all of the terms and provisions herein contained, subject to the provisions on assignment and sublicensing contained in Section 14, shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, subject to Section 14 hereof.

26. **RELATIONSHIP OF PARTIES.** Nothing contained in this Agreement shall be deemed or construed to effect a partnership or joint venture relationship between Licensor and Licensee, it being specifically acknowledged and agreed that the sole and exclusive relationship between the parties is that of Licensor and Licensee. Licensee shall conspicuously display in the Licensed Premises one or more notices as determined by Licensor, in form and content required by Licensor, stating that Licensee is not affiliated with or in any way related to or a part of Licensor.

27. **SECURITY AND SAFETY.** Nothing contained in this Agreement, including without limitation, this Section 27, constitutes any acknowledgment of need for security guards, watchmen, security cameras, or any special security measures to be instituted by the Licensor, and Licensor is not obligated to furnish any security services hereunder. Should Licensee desire any security services for the Licensed Premises, Licensee will provide them at its sole cost and expense. With regard to the Store and the Licensed Premises, Licensee further acknowledges that the security, safety and welfare of Licensee and Licensee's employees, agents, officers, customers, invitees, visitors, and in the event of successors or assigns ("Licensee's Parties") are the Licensee's obligation to insure that appropriate security and safety standards are observed and enforced by Licensee and that Licensor and Licensor Parties will never be personally held liable hereunder. NEITHER LICENSOR NOR ANY OF LICENSOR PARTIES SHALL BE LIABLE TO LICENSEE OR TO LICENSEE'S AGENTS, EMPLOYEES, OR INVITEES OR THEIR PROPERTY, IN ANY MANNER RELATING TO, AND LICENSEE HEREBY RELEASES, INDEMNIFIES, HOLDS HARMLESS LICENSOR AND ALL OF THE LICENSOR PARTIES FOR, ANY CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT THE LICENSEE OR LICENSEE'S AGENTS, EMPLOYEES, OR INVITEES, OR ANY OF THEM, MAY SUFFER OR INCUR, FOR DEATH OR INJURY TO PERSONS, OR DESTRUCTION OR DAMAGE TO PROPERTY, ARISING FROM OR RELATING IN ANY WAY TO THE LICENSOR'S DECISION TO PROVIDE OR DECISION NOT TO PROVIDE SECURITY

SERVICES FOR THE STORE. INCLUDING, WITHOUT LIMITATION ANY CLAIMS BASED UPON THE LICENSOR'S OR THE LICENSOR PARTIES' SOLE OR CONCURRENT NEGLIGENCE.

THE FOREGOING INDEMNITY IS INTENDED TO INDEMNIFY LICENSOR AND THE LICENSOR PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE (INCLUDING WITHOUT LIMITATION, LICENSOR'S SOLE OR CONCURRENT NEGLIGENCE), AND SHALL NOT TERMINATE UPON RELEASE OR OTHER TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY CIRCUMSTANCE OR EVENT EXISTING OR OCCURRING PRIOR TO SUCH RELEASE OR TERMINATION, BUT WILL SURVIVE TERMINATION OF THIS AGREEMENT.

FINALLY, LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT LICENSEE SHALL BEAR SOLE RESPONSIBILITY FOR THE SECURITY OF THE LICENSED PREMISES, AND FOR THE SECURITY OF LICENSEE'S EMPLOYEES, AGENTS, AND INVITEES, AND ALL OTHER PERSONS WHOMSOEVER WHO COME IN OR ABOUT THE LICENSED PREMISES. WITHOUT IN ANY WAY LIMITING THE FOREGOING, LICENSOR SHALL NOT BE OBLIGATED PROVIDE ANY FORM OF SECURITY FOR THE LICENSED PREMISES.

28. CORPORATE LICENSEES. If Licensee is a corporation, the persons executing this Agreement on behalf of Licensee hereby represent and warrant that Licensee is a duly organized corporation qualified to do business in the State of Texas; all of Licensee's franchise and other corporate taxes have been paid to date; and such persons are fully authorized by the board of directors of such corporation to execute and deliver this Agreement on behalf of such corporation.

29. NO SOLICITATION/DISTRIBUTION POLICY. There shall be no solicitation or distribution of literature of any kind by Licensee or by any of Licensee's employees at any time, anywhere on or within the Licensor's premises. However, it is expressly recognized that Licensee and Licensee's employees are entitled to solicit customers and distribute literature on the Licensed Premises that is directly related to the retail sales, services or business being provided for at the Licensed Premises as described in Section 3 hereof. A failure by Licensee to adhere to this paragraph will constitute an Event of Default.

30. ENTIRE AGREEMENT. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT, WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN (1) THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES; AND (2) THIS CONTRACT, INCLUDING THE DEFINED TERMS AND ALL EXHIBITS AND ADDENDA, IF ANY, ATTACHED, (A) EMBODIES THE FINAL COMPLETE AND ENTIRE AGREEMENT BETWEEN THE PARTIES; (B) SUPERSEDES ALL EXISTING PRIOR AND CONTEMPORANEOUS NEGOTIATIONS, OFFERS, PROPOSALS, LICENSES, LEASES, AGREEMENTS, COMMITMENTS, PROMISES, ACTS, CONDUCT, COURSE OF DEALING, REPRESENTATIONS, STATEMENTS, ASSURANCE AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND (C) MAY NOT BE VARIED OR CONTRADICTED BY EVIDENCE OF ANY SUCH PRIOR OR CONTEMPORANEOUS MATTER OR BY EVIDENCE OF ANY SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

LICENSEE:

Travis County Elections, a Texas governmental jurisdiction

By: _____

Name: _____

Title: Owner

LICENSOR:

FIESTA MART, INC., a Texas corporation

By: _____

Name: _____

Title: _____

[signature page for individual]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

LICENSEE:

Travis County Elections

A Texas governmental jurisdiction

LICENSOR:

FIESTA MART, INC.,
A Texas corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[signature page for entity]

EXHIBIT "A"

DESCRIPTION OF LICENSED PREMISES

[to be attached]

Pharmacy Addendum

EXHIBIT "B"

LICENSEE STANDARDS OF OPERATIONS

Effective January, 2006

1. Area Lease Signs

- Area lease signs indicating that the Licensee's leased area is not operated by Fiesta will be provided by Fiesta and must be prominently posted and visible for customer view at all times. A large leased area will need more than one sign.

2. Hours of Operation

- Signs which indicate the hours of operation must be professional in appearance and prominently posted by Licensee and visible for customer view at all times.
- No Licensee can be open when the Fiesta store is closed.
- All Licensee should be open on Saturdays and Sundays in addition to regular weekly hours.
- Licensee hours of operation should be established at a minimum level to fit with customer convenience and needs.

3. Name Tags

- All personnel working in any Licensee leased area must wear a name tag showing the name of the individual.
- All name tags in a Licensee area must be professional in appearance and of the same type, style and color and approved by the Fiesta store manager.
- There is no single brand of approved name tags.

4. Attire

- Proper clothing must be worn at all times in all tenant areas.
 - Shirts and blouses should be tucked in at all times.
 - Hats and caps should be fronted.
 - Wearing apparel should be tasteful and appropriate for the business being carried on by the Licensee.
 - Shoes must be worn at all times.
- Exclusions:
 - Tank tops or beach wear.
 - Gang or sexual paraphernalia.

5. Signage and Decoration

- All Licensee signs inside of any Fiesta store must be approved by the Director of Operations for the store.
- No signs will be allowed on the Fiesta building without the prior written approval of the Fiesta corporate office.
- Signs should be flush against the wall to avoid the obstruction of visibility.
- There should be no decoration or signs in a Licensee area without the prior approval of the Fiesta store manager.
- All signage should be clean and professional in appearance.

6. Displays

- Displays on top of showcases and counters should not be higher than five feet from the ground without prior approval of the Director of Area Operations for the store.
- Merchandise hanging from the ceiling is not permitted.

Pharmacy Addendum

7. Display Cabinets and Showcases

- All display cabinets and showcases need to satisfy Fiesta's standards for safety and appearance and be approved in advance by the Director of Area Operations for the store.

8. Merchandising

- Licensee areas should not be allowed within six feet of store entrances without specific exceptions approved by the Director of Area Operations for the store.
- Licensee's merchandise cannot extend beyond the Licensee's designated lease footprint and approved square footage without the prior approval of the Director of Area Operations for the store.
- All Licensees should be prepared to offer a cash refund or a product exchange if the customer returns with a receipt within 30 days following the date of purchase and is not satisfied with the product sold by the Licensee.

9. General Considerations

- Music cannot be played by a Licensee inside of a Fiesta store.
- Music should be kept at a moderate level and not be offensive when played by a Licensee outside any Fiesta store.
- No posters, art work, magazines or literature that may be considered offensive or with sexual overtones shall be allowed on the premises (either inside or outside of the store).
- Licensee will not sell products that would be in direct competition with Fiesta Mart.
- Licensee will be held strictly responsible to sell only the products that are specifically permitted to be sold in their License Agreement.
- No products will be sold in any Fiesta store that cannot be legally sold in that store.

EXHIBIT "D"

PERMITTED USE

[to be attached]

Pharmacy Addendum

EXHIBIT "E"

EXCLUSIVE OR PROHIBITED USES

Licensee may not offer any goods or services offered by Licensor at this Store unless otherwise included in Exhibit "D" of this License Agreement.

[Additional Exclusions]

EXHIBIT "F"

LICENSEE IMPROVEMENTS

[to be attached]

Pharmacy Addendum