

**Date of Board Meeting:** April 21, 2026

**Subject:** Amendment – Bay City Campus Lease

**Recommendation:** Authorize the President to execute the Amendment and Addendum to the Lease Agreement between Wharton County Junior College and the Bay City Community Development Corporation.

**Background and Rationale:**

Wharton County Junior College currently leases facilities located at 4000 Avenue F and O Roberts School Road in Bay City, Texas, to support instructional programs and workforce training.

The proposed Amendment and Addendum modifies the existing lease to clarify the leased premises and extend the lease term through April 30, 2041, providing long-term stability for the College's operations in Bay City. The amendment also includes provisions that further secure the College's position on that campus through the addition of a right of first refusal should the property be offered for sale.

Approval of this item will allow the College to secure a long-term lease arrangement aligned with current and future program expansion, particularly in support of workforce initiatives and recent state-funded projects at the Bay City Campus.

**Budgetary Implications:** Not applicable

**Strategic Priority Alignment:**  Student Success  Community Impact  
 Resource Optimization  Institutional Excellence

**Resource Personnel:** Amanda A. Allen, Ed.D.; President

**Approval:**

  
\_\_\_\_\_  
President

## AMENDMENT AND ADDENDUM TO LEASE AGREEMENT

**THIS AMENDMENT AND ADDENDUM TO LEASE AGREEMENT** (this “**Amendment/Addendum**”) is made and entered into by and between **Bay City Community Development Corporation**, as “**Landlord**”, and **Wharton County Junior College**, a public junior college district organized under the laws of the State of Texas, as “**Tenant**”, to be effective as of the 1st day of May, 2026 (the “**Effective Date**”). As used herein, the term “**Party**” shall mean the Landlord or Tenant individually, and the term “**Parties**” shall mean the Landlord and Tenant collectively.

### RECITALS

**A.** Landlord and Tenant executed that certain Lease Agreement with an effective date of December 1, 2024 (the “**Lease**”), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain premises including without limitation certain areas of the property located at 4000 Avenue F, Bay City, Texas 77414, all being defined in and more particularly described in the Lease.

**B.** Landlord and Tenant desire to modify the Lease in certain respects as set forth in this Amendment.

**C.** Landlord and Tenant desire to add to the Lease in certain respects as set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

**1. DEFINITIONS.** Capitalized terms used in this Amendment/Addendum but not defined herein have the meanings set forth in the Lease.

**2. AMENDMENT.** This Amendment amends and replaces the following sections and/or sentences of the Agreement:

**(a)** Recital A of the Lease is deleted in its entirety and replaced with the following:

“Whereas, the Landlord is the owner of certain 90,000 sq. ft. property located at 4000 Avenue F, Bay City, Texas 77414, as described and shown in Exhibit A attached hereto (the “**Avenue F Property**”) and adjacent property located at 0 Roberts School Road, Bay City, Texas 77414 (the “**Roberts School Road Property**”) (collectively the “**Properties**”); and”

**(b)** Recital B of the Lease is deleted in its entirety and replaced with the following:

“Whereas, the Tenant desires to lease certain areas of the Properties, hereinafter defined (the “**Leased Premises**”).”

(c) Section 1 of the Lease is deleted in its entirety and replaced with the following:

“Leased Premises. The leased premises of the Avenue F Property hereafter shall mean a 43,100 sq. ft. portion of the Avenue F Property as described and shown in Exhibit B attached hereto, as well as the portion of the covered exterior hot skid unit and boiler that is located on the Avenue F Property (collectively the “Avenue F Leased Premises”) and as shown in Exhibit C. The leased premises of the Roberts School Road Property hereafter shall mean the entirety of the 4,899 sq. ft. premises of the building known as the Tenaris Building that is located on the Roberts School Road Property (the “Roberts School Road Leased Premises”) and as shown in Exhibit C. Hereafter the term “Leased Premises” shall mean the Avenue F Leased Premises and the Roberts School Road Leased Premises, collectively.”

(d) Section 2 of the Lease is deleted in its entirety and replaced with the following:

“Non-Exclusive Use. Landlord hereby grants to Tenant, its officers, directors, trustees, employees, agents, students invitees, servants, contractors and visitors a non-exclusive license for the Term for the purpose of ingress and egress to and from the Properties and Leased Premises, and use of the “Common Areas” of the Properties defined by the Parties to include the Avenue F Property atrium, and the sidewalks, driveways and parking lots of the Properties.

(e) Section 3 of the Lease is deleted in its entirety and replaced with the following:

“Term. The term (the “Term”) of this Lease shall be deemed to have commenced on December 1, 2024, and continue in full force and effect until April 30, 2041, unless earlier terminated pursuant to the provisions of this Lease. Before the expiration of said term, either Party may elect to tend this Lease as of April 30, 2041, by providing notice of its intention to terminate this Lease at least thirty (30) days before the expiration of the Term. Should either Party fail to provide such termination notice, this Lease shall automatically renew for an additional five (5)-year term beginning on May 1, 2041. Thereafter, the Lease shall continue to renew automatically for additional five (5)-year terms unless either Party elects to terminate the Lease by providing notice of its intention to terminate the Lease at least thirty (30) days before the expiration of the then-current renewal Term. The Term shall include the initial term and any renewal terms.”

(f) Section 7 of the Lease is deleted in its entirety and replaced with the following:

“Utilities. Tenant agrees to pay to Landlord the costs associated with the provision of all utility services to the Leased Premises to the extent of Tenant’s use thereof, including electricity, hot and cold water, gas, sewer, trash pick-up, wastewater, extermination, and security. By way of example, said utility costs include, but are not limited to, those necessary for the operation of Tenant’s Hot Skid Unit and Boiler installed on the

Properties in 2011. Whereas the Leased Premises are not separately metered for utilities, Landlord agrees to contract for the provision of such utility services to the Properties, including common areas, and will promptly pay all charges therefor. Tenant agrees to promptly pay to Landlord the prorated share for all such charges for services, based on a  $\frac{3}{4}$  split to Tenant, upon presentation of an invoice for same by Landlord.”

(g) Section 9 of the Lease is deleted in its entirety and replaced with the following:

“Maintenance. Landlord covenants and agrees to perform, or cause to be performed, at its sole cost and expense, all maintenance, repairs, alterations, or improvements necessary to maintain the Properties, including the Leased Premises, throughout the Term in a condition consistent with industry standards. Such general maintenance shall be ongoing throughout the Term of the lease. Tenant shall not be responsible for any costs associated with such maintenance.”

(h) Section 10 of the Lease is deleted in its entirety and replaced with the following:

“Services. Landlord shall provide to Tenant, at no cost to Tenant and as part of Rent, the following services:

- a. Heating, ventilation, and air conditioning;
- b. Landscaping for the Properties; and
- c. Extermination services for the Properties.

Tenant shall provide:

- a. Custodial/Janitorial services for the Leased Premises, including  $\frac{1}{3}$  of the Common Areas defined in Section 2;
- b. Security for the Leased Premises.

With the exception of life and safety issues, which shall require a response by Landlord within twenty-four (24) hours, in the event that Landlord shall fail to provide any such services within fourteen (14) days after delivery of written notice by Tenant to Landlord of same, Tenant shall have the right, at its option and in addition to any other rights Tenant may have pursuant to the terms of this Lease, to contract for the provision of such services, and shall be entitled to reimbursement from Landlord for all expenses incurred by Tenant in accomplishing same.”

(i) Section 11 of the Lease is deleted in its entirety and replaced with the following:

“Parking. At all times during the Term, Tenant shall have the non-exclusive right to use, at no cost to Tenant, parking spaces in the parking lot located on the Avenue F Property and other parking areas located on the Properties.”

(j) Section 12.b of the Lease is deleted in its entirety and replaced with the following:

“Upon any sale or transfer of the Properties and the Leased Premises, Landlord shall have the right to assign this Lease without the prior written consent of Tenant so long as such transfer does not have the purpose or effect of avoiding specific liability under this Lease.”

(k) Section 14 of the Lease is deleted in its entirety and replaced with the following:

“Improvements. The Tenant may install, at its sole cost, all improvements, fixtures, equipment, and materials which are necessary for the Tenant to provide instructional courses, workforce training, and related educational activities on the Leased Premises. At the expiration or termination of this Lease for any reason, Tenant shall have the right, at its option and expense, to remove any and all improvements, fixtures, equipment, and materials that Tenant has installed on the Leased Premises, provided such removal does not materially damage the structural integrity of the Leased Premises.”

(l) Section 16 of the Lease is deleted in its entirety and replaced with the following:

“Signage. In accordance and in compliance with all Applicable Laws, Tenant shall have the right to maintain signs on the Properties that designate Tenant’s presence on the Properties. Further, Tenant shall have the right to install and maintain on the inside and/or outside of the Properties and Leased Premises such directional and/or informational signage as Tenant deems necessary to identify the Leased Premises and Tenant’s use thereof.”

(m) Section 17.a of the Lease is deleted in its entirety and replaced with the following:

“Landlord. Landlord shall carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for (i) special form (i.e., “all risk”) property insurance for each of the Properties on a full replacement cost basis; and (ii) commercial general liability insurance covering each of the Properties, with limits of not less than One Million Dollars (\$1,000,000) combined single limit for personal injury and property damage. Such policies shall (i) have the premiums thereon fully paid on or before the due dates; (ii) be issued by and binding upon a solvent insurance company which is authorized to do business in Texas that has a current A.M. Best’s Rating of A- or better; (iii) be subject to commercially reasonable deductibles; (iv) not be cancelable, nor shall the coverage thereunder be reduced, without at least ten (10) days advance written notice to Tenant; and (v) with respect to the

property insurance policy only, be on a full replacement cost basis, in amounts sufficient to satisfy any co-insurance requirements, and payments for losses thereunder shall be made solely to Landlord. Within twenty (20) days after written request of Tenant, Landlord shall deliver to Tenant certificates evidencing the insurance required to be maintained by Landlord pursuant to this section.”

(n) Section 18.b of the Lease is deleted in its entirety and replaced with the following:

“Waiver of Subrogation. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, LANDLORD AND TENANT, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE HEIRS, SUCCESSORS, LEGAL REPRESENTATIVES, ASSIGNS, AND INSURERS, HEREBY (A) WAIVE ANY AND ALL RIGHTS OF RECOVERY, CLAIMS, ACTIONS, OR CAUSES OF ACTION AGAINST THE OTHER AND ITS RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, PARTNERS, SHAREHOLDERS, AGENTS, SERVANTS, EMPLOYEES, GUESTS, LICENSEES, OR INVITEES FOR ANY LOSS OR DAMAGE THAT MAY OCCUR TO THE LEASED PREMISES OR OTHER PORTION OF THE PROPERTIES, OR ANY IMPROVEMENTS THERETO, OR ANY PERSONAL PROPERTY OF SUCH PARTY THEREIN, BY REASON OF FIRE, THE ELEMENTS, OR ANY OTHER CAUSE WHICH IS INSURED AGAINST UNDER THE TERMS OF THE INSURANCE POLICIES REFERRED TO IN SECTION 17 HEREOF, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING THE NEGLIGENCE OF THE OTHER PARTY HERETO OR ITS RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, PARTNERS, SHAREHOLDERS, AGENTS, SERVANTS, EMPLOYEES, GUESTS, LICENSEES, OR INVITEES, AND (B) COVENANTS THAT NO INSURER SHALL HOLD ANY RIGHT OF SUBROGATION AGAINST SUCH OTHER PARTY; PROVIDED, HOWEVER, THE WAIVER SET FORTH IN THIS SECTION 18.b SHALL NOT APPLY TO ANY DEDUCTIBLE ON INSURANCE POLICIES CARRIED BY LANDLORD OR TENANT PURSUANT TO THE TERMS OF THIS LEASE. IF THE RESPECTIVE INSURER OR LANDLORD AND/OR TENANT DOES NOT PERMIT SUCH A WIAVER WITHOUT AN APPROPRIATE ENDORSEMENT TO SUCH PARTY’S INSURANCE POLICY, THEN LANDLORD AND TENANT EACH SHALL NOTIFY ITS INSURER OF THE WAIVER SET FORTH HEREIN AND SECURE FROM SUCH INSURER AN APPROPRIATE ENDORSEMENT TO ITS RESPECTIVE INSURANCE POLICY WITH RESPECT TO SUCH WAIVER.

3. **ADDENDUM**. This Addendum adds the following Section 23 to the Agreement:

“23. Right of First Refusal. During the Term of this Lease, if Landlord receives a bona fide written offer from a third-party to purchase all or a portion of the Properties or the buildings containing the Leased Premises (the “Third-Party Offer” by a “Third-Party Offeror”), Landlord shall provide written notice to Tenant of the material terms and conditions of the Third-Party Offer accompanied by a true and correct copy of the Third-Party Offer itself. Tenant shall have the exclusive right of first refusal to purchase the Properties, or the portion of the Properties and/or buildings containing the Leased Premises, on the same terms and conditions as set forth in the Third-Party Offer.

Tenant shall have sixty (60) days from its receipt of Landlord's written notice of the Third-Party Offer and a true and correct copy of the Third-Party Offer itself to notify the Landlord in writing of Tenant's intent to exercise its right of first refusal. If Tenant elects to exercise its right of first refusal, the Parties shall proceed in good faith to execute a purchase agreement consistent with the terms of the Third-Party Offer. If Tenant declines or fails to exercise its right of first refusal within the sixty (60)-day period, Landlord may proceed with sale to the Third-Party Offeror only on terms that are not more favorable to the Third-Party Offeror than those offered to the Tenant (the "Permitted Sale"). If the Permitted Sale is not completed within six (6) months of Tenant's declination or failure to exercise of its right of first refusal, or if the terms of the Permitted Sale materially change, then Tenant's right of first refusal shall automatically revive and apply to any subsequent proposed sale or transfer.

The right of first refusal granted herein shall apply to any sale, conveyance, assignment, or transfer of ownership interest in the either or both of the Properties or the buildings containing the Leased Premises, including without limitation sale of the entirety of either or both of the Properties, sale of the building or buildings containing the Leased Premises, sale of the portion of the building or buildings containing the Leased Premises, and transfer of a controlling ownership interest in the entity owning the Properties.

The Landlord shall not structure a transaction in a manner intended to circumvent or avoid Tenant's right of first refusal."

**4. FULL FORCE AND EFFECT; NO DEFAULTS.** Except as amended and added to hereby, the Lease remains unmodified and in full force and effect. Each of Landlord and Tenant represents and warrants that there are no defaults by it or the other Party under the Lease nor, to the best of its knowledge, any existing conditions which upon the giving of notice or lapse of time, or both, would constitute a default under the Lease.

**5. ENTIRE AGREEMENT.** This Amendment/Addendum, together with the Lease, sets forth the entire agreement between the Parties and no amendment or modification of this Amendment/Addendum will be binding or valid unless expressed in a writing signed by both Parties hereto. From and after the date hereof, all references in the Lease to the "Lease" will be to the Lease, as amended and added to hereby.

**6. COUNTERPARTS; ELECTRONIC SIGNATURES; ELECTRONIC TRANSMISSION.** This Amendment/Addendum may be executed in any number of counterparts, each of which will be deemed to be an original, and all such counterparts will, collectively, constitute one and the same instrument notwithstanding that all Parties are not signatories to each counterpart; provided each of the Parties hereto executes at least one counterpart. A facsimile or other electronic signature to this Amendment/Addendum shall be sufficient to prove the execution hereby by any Party. The Parties consent to the transmission of copies of this Amendment/Addendum and any documents related to this Amendment/Addendum by electronic means.

7. **CONSTRUCTION.** No provision of this Amendment/Addendum will be construed by any judicial authority against any Party by reason of any such Party being deemed to have drafted or structured such provision.

*[Signature Pages Follow]*

*[Counterpart signature page for Amendment and Addendum to Lease Agreement – signature page for Bay City Community Development Corporation]*

**IN WITNESS WHEREOF**, THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION HAS EXECUTED THIS AMENDMENT AND ADDENDUM TO BE EFFECTIVE AS OF THE EFFECTIVE DATE OF THIS AMENDMENT, MAY 1, 2026:

**LANDLORD:**

**BAY CITY COMMUNITY  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Mike Ferdinand, Executive Director

*[Counterpart signature page for Amendment and Addendum to Lease Agreement – signature page for Wharton County Junior College]*

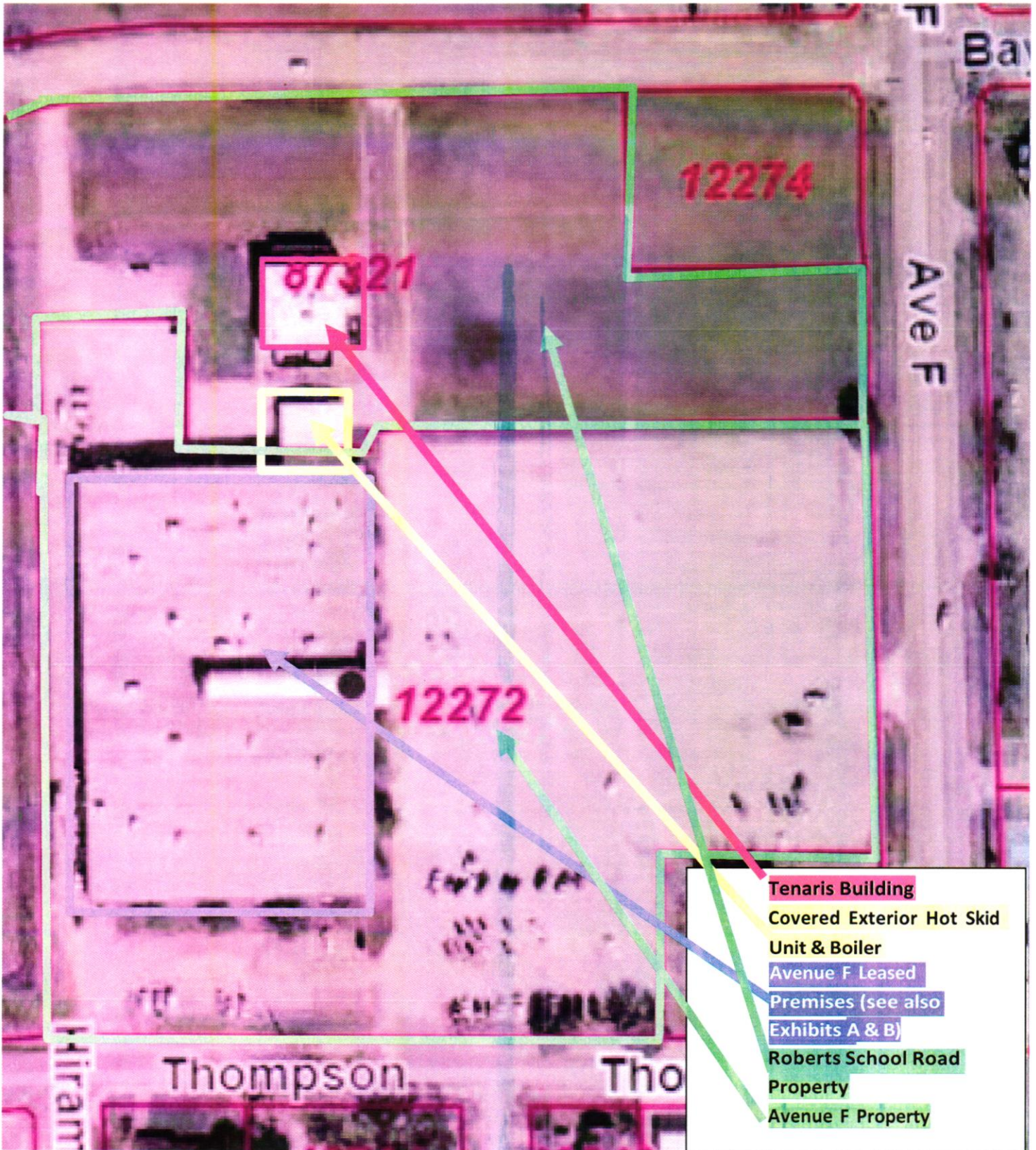
**IN WITNESS WHEREOF**, WHARTON COUNTY JUNIOR COLLEGE HAS EXECUTED THIS AMENDMENT TO BE EFFECTIVE AS OF THE EFFECTIVE DATE OF THIS AMENDMENT, MAY 1, 2026:

**TENANT:**

WHARTON COUNTY JUNIOR COLLEGE

By: \_\_\_\_\_  
Amanda A. Allen, President

Exhibit C



## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into by and between the BAY CITY COMMUNITY DEVELOPMENT CORPORATION, a municipal corporation ("Landlord") and WHARTON COUNTY JUNIOR COLLEGE, a public junior college district organized under the laws of the State of Texas ("Tenant").

### Recital

- A. Whereas, the Landlord is the owner of certain 90,000 sq. ft. property located at 4000 Ave. F, Bay City, Texas 77414, as described and shown in Exhibit A attached hereto (the "Property"); and
- B. Whereas, the Tenant desires to lease the certain areas of Property, hereinafter defined (the "Leased Premises").

### Agreement:

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord the Leased Premises.

1. Leased Premises. The term "Leased Premises" hereafter shall mean a 40,000 sq. ft portion of the Property as described and shown in Exhibit B attached hereto. In the event Tenant exercises its option under Section 4 hereof, the Leased Premises shall also include those areas referenced in Section 4.
2. Non-Exclusive Use. Landlord hereby grants to Tenant, its officers, directors, trustees, employees, agents, students, invitees, servants, contractors, and visitors a non-exclusive license for the Term for the purpose of ingress and egress to and from the Property and the Leased Premises and using the "Common Areas" of the Property defined by the parties to include the atrium, sidewalks and the parking lot.
3. Term. The term (the "Term") of this Lease is for three (3) years and shall be deemed to have commenced on December 1, 2024, and continue in full force and effect until November 30, 2027. Before the expiration of said Term, either party, the Landlord or Tenant, may elect to end this Lease agreement as of November 30, 2027. Either party may do so by providing thirty (30) days' notice of its intention to terminate this Lease before the expiration of said Term. Such notice is to be sent in accordance with Section 20 of this Lease. Should either party, the Landlord or Tenant, fail to provide said termination notice, this Lease shall automatically renew on an annual basis for a Term of one (1) year beginning on December 1, 2027. This Lease shall continue to renew automatically on annual basis for a Term of one (1) year thereafter unless either party elects to terminate said Lease before the expiration of the current Term by providing thirty (30) days' notice to the other party as described above.

4. **Rent.** As rent for the Premises during the Term, it is agreed between the parties hereto that Tenant shall pay to Landlord the sum of One Dollar (\$1.00) (the "Rent") for each year of the Term. Rent shall be due and payable in advance on or before the commencement date during each year of the Term.
5. **Use.** The Leased Premises may be used for any and all legal purposes connected with the Tenant's provision of instructional courses at the Leased Premises. Except as provided in this Lease, Tenant shall comply with all Applicable Laws (as defined below) relating to the use of the Leased Premises.
6. **Compliance with Laws.** Hereinafter the term "Applicable Laws" shall mean all applicable laws, ordinances, statutes, regulations, orders, rules and restrictions relating to the Leased Premises.
7. **Utilities.** Tenant agrees to pay the costs associated with the provision of all utility services to the Leased Premises for Tenant's use thereof, including electricity, hot and cold water, gas, sewer, trash pick-up, wastewater, extermination, and security. By way of example, said utility costs include, but are not limited to, those necessary for the operation of Tenant's Hot Skid Unit and Boiler installed on the Leased Premises in 2011. Whereas the Leased Premises are not be separately metered for utilities, Landlord agrees to contract for the provision of such utility services to the entire property, including common areas, and will promptly pay all charges therefor. Common area Tenant agrees to promptly pay to Landlord, the prorated share of all such charges for services, based on a 3/4 split to Tenant, upon presentation of an invoice for same by Landlord.
8. **Taxes.** Landlord agrees to pay before they become delinquent all taxes, assessments and governmental charges of any kind and nature whatsoever lawfully levied or assessed against the Leased Premises. The Tenant shall at no time be responsible for any costs associated with the payment of taxes, except for taxes, if any, levied against its personal property.
9. **Maintenance.** Landlord covenants and agrees to perform, or cause to be performed, at its sole cost and expense, all maintenance, repairs, alterations or improvements necessary to maintain the Property, including the Leased Premises, throughout the Term in a condition consistent with industry standards. Such general maintenance shall be ongoing throughout the Term of the lease. Tenant shall not be responsible for any costs associated with such maintenance.
10. **Services.** Landlord shall provide to Tenant, at no cost to Tenant and as part of Rent, the following services:
  - a. Heating, ventilation and air conditioning;
  - b. Landscaping for the Property; and
  - c. Extermination services for the Property.

Tenant shall provide:

- a. Custodial/Janitorial; including 1/3 of the common area as defined in 2
- b. Security

With the exception of life and safety issues which shall require a response by Landlord within twenty-four (24) hours, in the event that Landlord shall fail to provide any such services within fourteen (14) days after delivery of written notice by Tenant to Landlord of same, Tenant shall have the right, at its option and in addition to any other rights Tenant may have pursuant to the terms of this Lease, to contract for the providing of such services, and shall be entitled to reimbursement from Landlord for all expenses incurred by Tenant in accomplishing same.

11. **Parking.** At all times during the Term, Tenant shall have the non-exclusive right to use, at no cost to Tenant, parking spaces in the parking lot located at the Property.
12. **Assignment and Subletting.**
  - a. Tenant shall have the right to assign this Lease or to sublet the whole or any part of the Leased Premises upon receipt of the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed.
  - b. Upon any sale or transfer of the Property and the Leased Premises, Landlord shall have the right to assign this Lease without the prior written consent of Tenant so long as such transfer does not have the purpose or effect of avoiding specific liability under this Lease.
13. **Quiet Enjoyment.** Landlord represents and warrants that it now has good title to the Leased Premises, free and clear of all liens and encumbrances. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying Rent and performing its other covenants and agreements under this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises for the Term without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.
14. **Improvements.** The Landlord shall be responsible for installing, at its sole cost, all improvements which are necessary for the Tenant to provide instructional courses at the Leased Premises. All materials and equipment installed by the Landlord pursuant to this Section 14 shall be subject to the Tenant's approval.
15. **Casualty; Condemnation.**
  - a. **Casualty.** Should all or any part of the Leased Premises be damaged by fire or other casualty (including, without limitation, flood or rising waters) (a "Casualty"), the Landlord shall proceed with reasonable diligence to restore the Leased Premises at Landlord's expense. However, in the event that the Leased Premises are destroyed or damaged so that Landlord's total restoration of the Leased Premises would require more

than sixty (60) days, the Tenant may terminate the Lease at any time after the occurrence of the casualty.

- b. Condemnation. In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain, this lease shall terminate and expire as of the date of such taking or the possession of the Leased Premises by the Condemning authority. Eminent domain proceedings resulting in the condemnation of part of the Leased Premises herein that leave the rest usable by Tenant for purposes of the Tenant's provision of instructional courses will not terminate the Lease, unless Tenant, at Tenant's option, terminates the Lease by giving written notice of the termination to the Landlord. The effect of such a condemnation, should such option not be exercised, will be to terminate the Lease as to the portion of the Lease Premises condemned, and leave it in effect as to the remainder of the Leased Premises. Any portion of the condemnation award to which the Tenant is entitled to under law shall be Tenant's.

16. Signage. In accordance and in compliance with all Applicable Laws, Tenant shall have the right to maintain a sign on the Property that designates Tenant's presence on the Property. Further, Tenant shall have the right to install and maintain on the inside and/or outside of the Property, such directional and/or informational signage as Tenant deems necessary to identify the Leased Premises and Tenant's use thereof.

17. Insurance.

- a. Landlord. Landlord shall carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for (i) special form (i.e., "all risk") property insurance for the Property on a full replacement cost basis and (ii) commercial general liability insurance covering the Property, with limits of not less than One Million Dollars (\$1,000,000) combined single limit for personal injury and property damage. Such policies shall (i) have the premiums thereon fully paid on or before the due dates, (ii) be issued by and binding upon a solvent insurance company which is authorized to do business in Texas that has a current A.M. Best's Rating of A-:IX or better, (iii) be subject to commercially reasonable deductibles, (iv) not be cancelable, nor shall the coverage thereunder be reduced, without at least ten (10) days advance written notice to Tenant and (v) with respect to the property insurance policy only, be on a full replacement cost basis, in amounts sufficient to satisfy any co-insurance requirements, and payments for losses thereunder shall be made solely to Landlord. Within twenty (20) days after written request of Tenant, Landlord shall deliver to Tenant certificates evidencing the insurance required to be maintained by Landlord pursuant to this section.
- b. Tenant. Tenant shall maintain at its expense such insurance that it deems necessary and prudent. Upon Commencement Date, the Tenant must provide Landlord with a copy of the insurance certificates evidencing coverage and if the insurance changes in any material manner at any time during the Lease Term, Tenant must provide Landlord a copy of an insurance certificate evidencing such change within thirty (30) days of the change.

18. Indemnity: Waiver of Subrogation.

- a. Indemnity. SUBJECT TO CLAUSE (B) BELOW, LANDLORD RELEASES TENANT AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT AND ITS OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, SUITS, ACTIONS AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF SUIT) ARISING OUT OF OR IN CONNECTION WITH ANY INJURY OR DAMAGE TO PERSON OR PROPERTY CAUSED BY (1) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS OR INVITEES OR (2) LANDLORD'S BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR OBLIGATION UNDER THIS LEASE OR ANY OTHER DEFAULT BY LANDLORD HEREUNDER.
  
- b. Waiver of Subrogation. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, LANDLORD AND TENANT, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE HEIRS, SUCCESSORS, LEGAL REPRESENTATIVES, ASSIGNS AND INSURERS, HEREBY (A) WAIVE ANY AND ALL RIGHTS OF RECOVERY, CLAIMS, ACTIONS OR CAUSES OF ACTION AGAINST THE OTHER AND ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, AGENTS, SERVANTS, EMPLOYEES, GUESTS, LICENSEES OR INVITEES FOR ANY LOSS OR DAMAGE THAT MAY OCCUR TO THE LEASED PREMISES OR OTHER PORTION OF THE PROPERTY, OR ANY IMPROVEMENTS THERETO, OR ANY PERSONAL PROPERTY OF SUCH PARTY THEREIN, BY REASON OF FIRE, THE ELEMENTS, OR ANY OTHER CAUSE WHICH IS INSURED AGAINST UNDER THE TERMS OF THE INSURANCE POLICIES REFERRED TO IN SECTION 17 HEREOF, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING THE NEGLIGENCE OF THE OTHER PARTY HERETO OR ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, AGENTS, SERVANTS, EMPLOYEES, GUESTS, LICENSEES OR INVITEES, AND (B) COVENANTS THAT NO INSURER SHALL HOLD ANY RIGHT OF SUBROGATION AGAINST SUCH OTHER PARTY; PROVIDED, HOWEVER, THE WAIVER SET FORTH IN THIS SECTION 18b. SHALL NOT APPLY TO ANY DEDUCTIBLES ON INSURANCE POLICIES CARRIED BY LANDLORD OR TENANT PURSUANT TO THE TERMS OF THIS LEASE. IF THE RESPECTIVE INSURER OF LANDLORD AND TENANT DOES NOT PERMIT SUCH A WAIVER WITHOUT AN APPROPRIATE ENDORSEMENT TO SUCH PARTY'S INSURANCE POLICY, THEN LANDLORD AND TENANT EACH SHALL NOTIFY ITS INSURER OF THE WAIVER SET FORTH HEREIN AND SECURE FROM SUCH INSURER AN APPROPRIATE ENDORSEMENT TO ITS RESPECTIVE INSURANCE POLICY WITH RESPECT TO SUCH WAIVER.
  
- c. Immunity. Nothing in this Lease constitutes a waiver of immunity to which the Tenant would otherwise be entitled under applicable law.

19. Default.

- a. In case of default in any of the covenants contained herein to be performed by Tenant, including covenant to pay Rent, Landlord may terminate the Lease if such default continues for a period of thirty (30) days after Landlord notifies Tenant of such default and of Landlord's intention to terminate the Lease, such notice to be sent in accordance with Section 20 of this Lease. After such thirty (30) day period shall have expired, unless Tenant shall have completely removed or cured said default (or unless such default is of such a nature that it is incapable of being remedied with such thirty (30) day period, and provided that Tenant diligently prosecutes the remedy of such default until same is completely corrected), this lease shall cease.
- b. In the case of a default in any of the covenants contained herein to be performed by Landlord, Tenant shall be entitled to terminate the Lease upon the occurrence of such default

20. Notices. All notices, demands and requests and other communications required or permitted hereunder shall be in writing and shall be sent by certified mail, return receipt requested, by courier, by hand delivery, or by telephonic facsimile and shall be deemed to be delivered (i) three (3) days after being deposited in a depository of the United States Postal Service if sent by mail, (ii) the next business day if sent by Federal Express or any other nationally recognized overnight courier, or (iii) the next business day if sent by telephonic facsimile with receipt acknowledged by the sending machine before 5:00 p.m. C.S.T. on a business day. Landlord's and Tenant's respective addresses for purposes of this Lease, and to which all notices required hereunder shall be sent, are as follows:

If to the Tenant:      Wharton County Junior College  
                                 911 Boling Highway  
                                 Wharton, Texas 77488  
                                 \_\_\_\_\_ (Facsimile)  
                                 \_\_\_\_\_ (Telephone)  
                                 Attention: WCJC President

If to the Landlord:    Bay City Community Development Corporation  
                                 4000 Avenue F  
                                 Bay City, Texas 77414  
                                 979-323-1642 (Facsimile)  
                                 979-245-8081 (Telephone)  
                                 Attention: Jessica Russell, Executive Director

Either party hereto may change its address for notice by giving three (3) days prior written notice thereof to the other party.

21. Termination. Notwithstanding any other provisions of the Lease to the contrary, the Tenant may terminate this lease without cause by providing the Landlord thirty (30) days prior notice.

The parties acknowledge that the Landlord has established a fund ("Fund") to which various entities have made monetary donations for the purpose of supporting educational interests in Matagorda County. In the event that all of the money in the Fund is expended before the end of the Term of the Lease, the Landlord may terminate the Lease upon providing the Tenant with six (6) months notice. Upon the provision of such notice, the parties agree to make a good faith effort to negotiate a subsequent lease agreement.

22. Miscellaneous.

- a. *Usage.* Words in the singular number shall be held to include the plural, unless the context otherwise requires.
- b. *Successors.* The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of and be binding upon, the parties and upon their respective heirs, legal representatives, successors and permitted assigns.
- c. *Captions.* The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease or any provision of this Lease, and in no way affect the interpretation of this Lease.
- d. *Entire Agreement; Amendment.* This Lease constitutes the entire agreement between Landlord and Tenant related to the subject matter hereof, and supersedes all prior agreements and understandings. This Lease may not be altered, changed, or amended except by an instrument in writing signed by both parties.
- e. *Severability.* If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then it is the intention of the parties that the remainder of this Lease shall not be affected, and it is also the intention of the parties that in place of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- f. *Choice of Law; Venue.* This Lease shall be construed in accordance with the laws of the State of Texas, without regard to principles of conflict of laws, and venue shall reside in Matagorda County, Texas.
- g. *Time of the Essence.* It is expressly agreed by the parties hereto that time is of the essence with respect to this Lease. If the date of performance under this Lease falls on a Saturday, Sunday or legal holiday on which banks or public schools in the State of Texas are closed, then the final day of said period or the date of performance shall be extended to the next business day thereafter.
- h. *Multiple Counterparts.* This Lease may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all

purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Lease, it shall not be necessary to produce or account for more than one such counterpart.

EXECUTED to be effective as of the 1<sup>st</sup> day of December, 2024.

TENANT:

WHARTON COUNTY JUNIOR COLLEGE

By: Betty Melnick

President, Wharton County Junior College

Date Signed: 1-29-2025

LANDLORD:

BAY CITY COMMUNITY DEVELOPMENT  
CORPORATION

By: Jessica Russell  
JESSICA RUSSELL  
Its Executive Director

Date signed: 1/29/25

Exhibit A

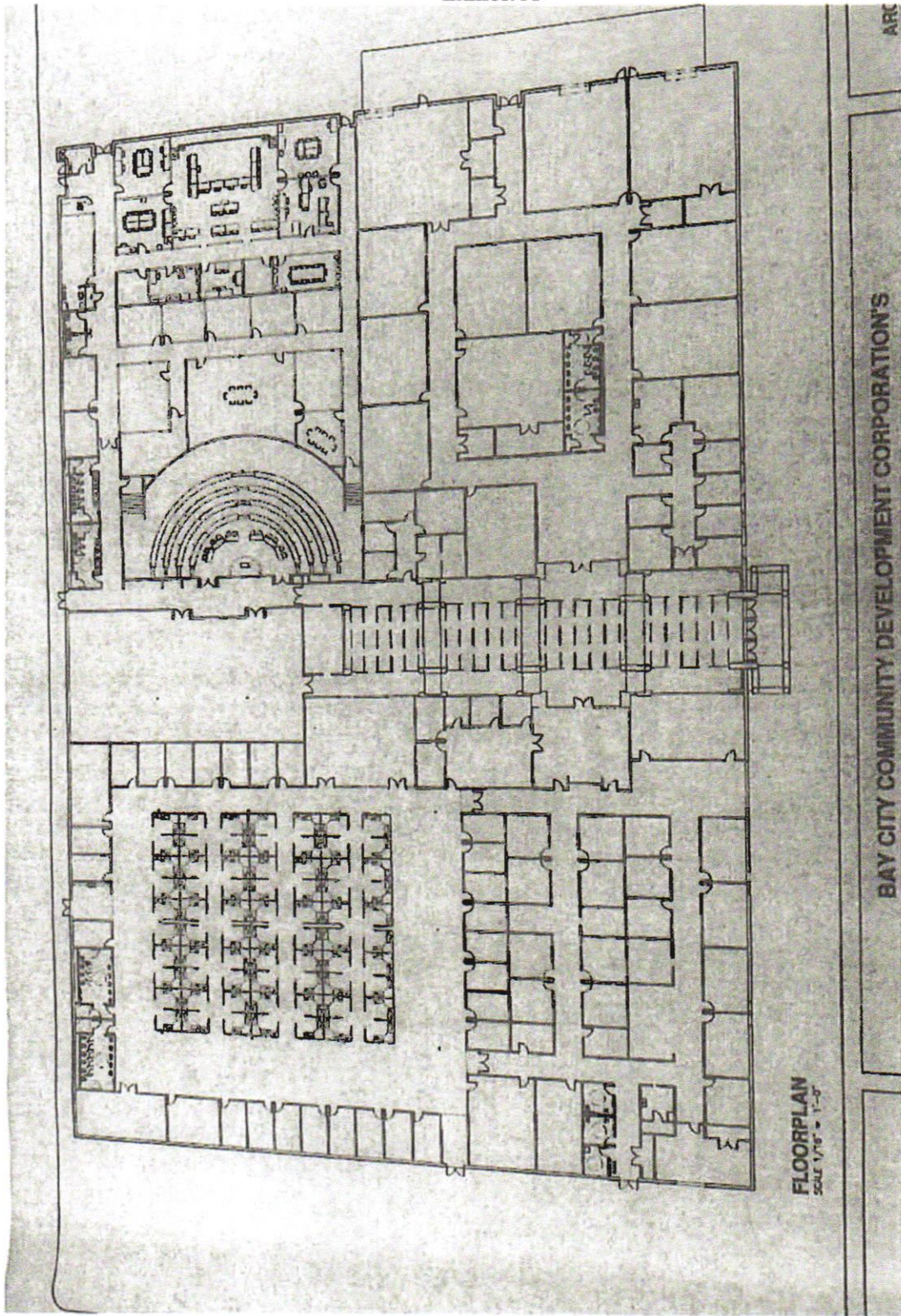


Exhibit B

