

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN NUECES COUNTY AND THE CITY OF CORPUS CHRISTI
REGARDING THE LA PALMERA MALL COVID-19 VACCINATION SITE**

Pursuant to Texas Government Code Chapter 791, Sections 791.011 and 791.027, this Interlocal Cooperation Agreement is made and entered by and between the County of Nueces, State of Texas (the “County”), and the City of Corpus Christi, a Texas home-rule municipal corporation (the “City”).

WITNESSETH:

WHEREAS, a civil emergency continues to exist in Texas and Nueces County related to the COVID-19 pandemic;

WHEREAS, in response to this emergency, the County has obtained a short-term, temporary license agreement for a space inside the La Palmera Mall on South Padre Island Drive in Corpus Christi, Texas (the “Property”), as indicated in Exhibit A which is attached and incorporated herein, and which Property the County is utilizing as a COVID-19 vaccination site;

WHEREAS, the County has licensed the Property, in order for the Corpus Christi-Nueces County Public Health District (“Health District”) to operate the Property as a COVID-19 vaccination site through September 7, 2021, as indicated in Exhibit B, which is attached and incorporated herein; and

WHEREAS, the County requests financial assistance and contribution from the City for the Property license payments.

NOW THEREFORE, this Agreement is made and entered into by the County and the City in consideration of the aforementioned recitals and for the mutual consideration stated herein (“the Agreement”):

1. **PURPOSE OF AGREEMENT**

The purpose of the Agreement is to provide payments from the City to the County to assist with and contribute to the Property license payments.

2. **DUTIES OF THE COUNTY**

The County agrees to continue to maintain the license on the Property for the Health District to continue to operate a COVID-19 vaccination site at the Property through September 7, 2021.

3. **DUTIES OF THE CITY**

The City agrees to pay to the County the lump sum of \$ 19,232.00, which sum constitutes 50% of the total monthly Property license payments, as indicated in Exhibit B.

4. **FUNDS**

The payments by the City to the County under this Agreement will be made from revenues currently available to the City.

5. **NO WAIVER OF GOVERNMENTAL IMMUNITY**

The County and the City agree that nothing contained in this Agreement shall constitute a waiver of any sovereign governmental immunity available to either the County or the City under Texas law, or the waiver of any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. Neither party shall incur any debts or obligations on the credit of the other party.

6. **NO THIRD-PARTY BENEFICIARIES.**

No provision of this Agreement is intended or may be construed to confer upon or give to any person or entity other than the signatories to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.

7. **VENUE**

Venue to enforce this Agreement shall lie exclusively in Nueces County, Texas.

8. **NONDISCRIMINATION**

The parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation.

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the County and the City hereto and may not be modified or amended.

10. **SEVERABILITY**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

11. **DEFAULT/WAIVER/MITIGATION**

It is not a waiver of default if the non-defaulting party fails to immediately declare

a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

12. **APPROVAL**

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Nueces and the City of Corpus Christi in the manner provided by law.

CITY OF CORPUS CHRISTI

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

NUECES COUNTY

By: _____

Name: Barbara Canales

Title: Nueces County Judge

Date: _____

ATTEST:

By: _____

Kara Sands
Nueces County Clerk

EXHIBIT A

SHORT TERM LICENSE AGREEMENT

A. BASIC TERMS

PROPERTY INFORMATION			
Property:	La Palmers	Licensor:	Corpus Christi Retail Venture LP
Payment Address:	PO Box 843945 Dallas TX 75284-3945	Notice Address:	3488 S. Padre Island Drive, Suite #2000 Corpus Christi, TX 78411
PREMISES			
Premises:	Space / Unit # Location: (as more particularly depicted on Exhibit "A")	1176	Space Type (CHECK APPLICABLE BOX): <input checked="" type="checkbox"/> In-Line Space <input type="checkbox"/> RMU <input type="checkbox"/> Static <input type="checkbox"/> In-Line Storage Space <input type="checkbox"/> Vendor Unit <input type="checkbox"/> Display <input type="checkbox"/> Outparcel
	Square Feet: APPROX	7,000	
LICENSEE & USE			
Licensor (Legal Name):	County of Nueces, TX	Trade name (DBA):	County of Nueces, TX
Contact Name(s):	Barbara Canales, County Judge	Phone Number(s):	361-885-0444
Notice & Billing Address:	901 Leopard St., Room 303 Corpus Christi, TX 78401	Email:	maggie.tanner@nuecesco.com
Permitted Use:	Subject to Section B (6) below, solely for the distribution of COVID-19 Vaccine injections. Licensee shall not use or permit the Premises to be used for any other purpose or purposes or under any other trade name whatsoever.		
TERM			
Term Start Date:	April 12, 2021	Term End Date:	May 12, 2021
FEES & EXPENSES			
Licensee agrees to pay each of the following fees and charges during the License Term (CHECK ALL THAT APPLY):			
Utility Services: Licensor agrees to furnish utility service to the Premises per existing utility connections and at no additional cost to Licensee.			
<input checked="" type="checkbox"/> Recurring License Fee (describe fee and payment schedule): Payments due on the 1st of each month (See Section B (3))			

MINIMUM MONTHLY LICENSE FEE SCHEDULE	
Time Period	Monthly Rent
April 12, 2021	\$10,000.00

All Overage Fees due by Licensee hereunder shall be paid to Licensor no later than the 10th (tenth) day after the end of the preceding month.

B. GENERAL TERMS AND CONDITIONS

- Grant of Limited Right to Use and Occupy Space.** Licensor hereby grants to Licensee a non-exclusive license, which is non-transferable and non-assignable by Licensee for the limited right to use the Premises during the Term, subject in all respects to the terms and conditions set forth in this Short-Term License Agreement (this "Agreement").
- Term.**

Licensee's Duties. Licensee shall use and occupy the Premises beginning on the Term Start Date and ending on the Term End Date. At least ten (10) calendar days prior to expiration of the initial and any subsequent Term periods, Licensee shall provide Licensor written notice advising Licensor whether Licensee will be continuing for an additional Term.

Licensor's Duties. After expiration of the initial Term period as specified herein, and during any additional Term periods that may be agreed upon, Licensor shall have the right to terminate this Agreement at any time, for any reason or for no reason, upon twenty (20) calendar days prior written notice to Licensee.
- Fees and Expenses.** Commencing on the Term Start Date and for each Term period thereafter, Licensee agrees to pay to Licensor the Fees and Expenses described above, as and when due. To the extent applicable, all Fees payable on a monthly basis shall be paid in advance, on or before the first day of each month during the Term, commencing on the Term Start Date. To the extent applicable, all Monthly Percent of Sales Fees shall be calculated on Licensee's Gross Sales for the immediately preceding calendar month and shall be paid on or before the fifteenth day of each month during the Term. Licensee's payment of Monthly Percent of Sales Fees shall be accompanied by Licensee's written certification setting forth its Gross Sales for the immediately preceding calendar month.

EXHIBIT A

4. **Permitted Use of Premises.** Subject to all applicable laws, codes, ordinances, regulations, including those of Licensor (including but not limited to those set forth in Exhibit B), as any of them may be modified or amended from time to time, Licensee agrees to occupy and use the Premises continuously for the entire License Term solely for the purpose set forth above (the "Permitted Use"). Without limiting anything in this Agreement, Licensee shall not use the Licensed Premises to sell or market any product or service which infringes on, misappropriates or otherwise violates any trademark, patent, copyright or other intellectual property right, or any proprietary interest or other rights of any person or entity. Licensee agrees that in view of the irreparable harm which may be created by violation of Licensee's obligation to conduct its business activities at the Premises only for the Permitted Use, whenever permitted by Applicable Law, Licensor may enforce this provision by injunction or other court order issued without notice to Licensee, in addition to exercising any other rights or remedies of Licensor. All business activities of Licensee shall be conducted solely and exclusively within the Premises. Licensee shall not have any right to use any other portion of the Property for any purpose except for ingress and egress into and from the Premises, pursuant to the rules and regulations established from time to time for the Property. Licensee shall not engage in any activity in violation of any exclusive or prohibited use granted by Licensor from time to time. Licensee's operations in the Premises will be advertised and operated solely under the Trade name. At all times, Licensee's use and operations in the Premises shall be conducted in a first-class manner consistent with the operations of other occupants at the Property. Any use of the Licensed Premises which violates the terms of this Section shall be an Event of Default (herein after defined in Section 5) under this Agreement.
5. **Operating Hours.** Licensee shall conduct its business at the Premises at its sole risk during the following hours: 10:00 a.m. until 8:00 p.m. each Monday through Saturday and 11:00 am until 8:00 p.m. each Sunday, or during such alternate operating hours approved in writing by Licensor, or as adjusted by Licensor from time to time. In no event shall Licensee remain open after midnight (12:00 a.m.).
6. **Licensee's Work.** Except as otherwise noted on Exhibit D (if applicable), the Premises shall be delivered to Licensee "as-is, where-is" condition and no representations, warranties or inducements respecting the condition of the Premises have been made to Licensee by Licensor or any other party. Licensee represents and warrants that they have professionally inspected the Premises thoroughly and accept the Premises in their present "as-is" condition. Licensee shall not make any alterations, improvements, changes, modifications or installations in, on or about the Premises without Licensor's prior written consent, which may be withheld or conditioned in Licensor's sole discretion. To the extent Licensor consents to any alterations, improvements, changes, modifications or installations in, on or about the Premises, all work shall be performed by Licensee, at Licensee's sole cost and expense, in a good and workmanlike manner and in compliance with any applicable governmental rules and regulations. Any work to be performed by or on behalf of Licensee in the Premises shall be subject to Licensor's prior approval of plans and specifications as set forth on Exhibit D.
7. **Signage.** The size, design and manner of installation of each and every sign to be installed at the Premises shall be subject to the prior written approval of Licensor. Licensor will respond with approval and/or edits within twenty-four (24) hours of receipt. Before installing any sign and in order to facilitate Licensor's review and approval of any sign contemplated by Licensee for installation at the Premises.
8. **Hazardous Substances.** The term "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminants, wastes, pollutants or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; petroleum products and PCBs, PCB articles, PCB containers, or PCB N277. Licensee and its contractors, agents and employees shall use the Premises and conduct all operations at the Property in compliance with all applicable federal, state, and local environmental statutes, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder. Neither Licensee nor its contractors, agents or employees shall introduce any Hazardous Substances to the Premises or the Property and shall comply with applicable law relating to and regulating Hazardous Substances and the operation of its business.
9. **Maintenance of Premises.** Licensee acknowledges that it accepts the Premises in its "as is" condition without any obligation of Licensor to make any repairs or replacements. Licensee shall keep and maintain the Premises and the surrounding area, including any equipment installed therein or thereabout, neat, clean, free of debris and trash, and in good order and repair and in an attractive and clean condition in accordance with the general character of the Property, and comply with all rules and regulations generally applicable to occupants of the Property including but not limited to those rules and regulations attached hereto as Exhibit E. Licensee shall at once report in writing to Licensor any defective condition known to Licensee and failure to so report shall make Licensee responsible for all damages resulting from such defective conditions. All personal property upon the Premises shall be placed there at the risk of Licensee only, and Licensor shall not be liable for any damage or theft thereof.
10. **Insurance** Licensee shall provide and keep in force during the entire Term, for the benefit of Licensor and each other person or entity designated by Licensor, those policies of insurance described on Exhibit C attached to this Agreement and/or Licensee supplies Letter of Self Insurance and incorporated fully herein by reference and any other insurance requested by Licensor in writing from time to time. Upon request, Licensee shall provide Licensor or its agents with one or more acceptable certificates of insurance evidencing Licensee's compliance with the provisions of this paragraph.
11. **Compliance with Laws:** At all times during the Term, Licensee agrees to fully comply with all applicable laws, regulations, ordinances, and guidance related to the Permitted Use and all related equipment and improvements made to the Licensed Premises during the Term. Licensee represents that it has, or shall obtain, all applicable licenses, permits, registrations, including but not limited to, sales use and other federal, state, county or local tax permits required with respect to the Permitted Use of the Premises.
12. **Default Remedies of Licensor.** The failure of Licensee to pay any sum as and when due or to fulfill any term or obligation of this Agreement shall be deemed an "Event of Default" (herein so called) by Licensor. Upon any Event of Default, Licensor shall have all the following specific rights and remedies, in addition to and not in limitation of any other remedies available to Licensor by self-help, at law, in equity or otherwise, it being the intention and understanding of Licensor and Licensee that all available remedies of Licensor shall be cumulative and exercisable in such order, at such time, and with such frequency as Licensor may determine, in its sole discretion:
 - a. Licensor may terminate this Agreement, and
 - b. Licensor may take possession of the Premises and may exclude Licensee from the Premises; and
 - c. Licensor may accelerate the payment of all Fees and all other sums required to be paid by Licensee hereunder for the balance of the Term and declare the same to be immediately due and payable; and
 - d. Licensor may perform any obligation of Licensee, at Licensee's sole cost and expense, and
 - e. Licensor may exercise any lender or creditor's rights available to it under applicable law, including but not limited to any rights available to it under the Uniform Commercial Code as a secured party.

EXHIBIT A

13. **Holding Over.** If Licensee or any affiliate of the Licensee shall continue to occupy the Premises after the expiration or earlier termination of the License Term of this Agreement, such occupancy shall be on a week-to-week basis under the same terms and conditions set forth in this Agreement, as applicable. Anything to the contrary notwithstanding, any holding over by the Licensee without Licensor's prior written consent shall constitute a default hereunder and shall be subject to all the remedies set forth herein or available under the law.
14. **Surrender of Premises.** On the Term End Date (or earlier termination of this Agreement), Licensee shall peacefully quit and surrender the Premises to Licensor in good order and condition, reasonable use and wear excepted, and shall remove its equipment and any other personal property (unless affixed to the Property) of Licensee and shall repair any and all damages caused by such removal. Any equipment or property of Licensee not so removed shall be deemed abandoned, but Licensee shall remain liable for the cost of removal and disposal. Licensee shall not remove any property of Licensor, including but not limited to any personal property, fixtures, or equipment present in the Premises on the Term Start Date.
15. **Assignment and Subletting.** Licensee shall not assign, transfer, mortgage or pledge this Agreement or enter into any sublease, concession or license of the Premises. Any change whatsoever in ownership or the control of Licensee shall be deemed an assignment prohibited by this paragraph.
16. **Attorneys' Fees and Costs.** Licensee agrees that in the event that any default by it in the performance of any of the terms, conditions or obligations of this Agreement requires the Licensor, in the exercise of its sole discretion, to engage the services of an attorney to enforce compliance by the Licensee with the terms, conditions and obligations hereof or to otherwise protect the Property, the Premises or Licensor's rights under this Agreement, Licensee agrees to reimburse Licensor for any and all reasonable legal fees and expenses incurred by Licensor (including Licensor's internal legal expenses), including costs of investigation and depositions incurred by Licensor. All attorneys' fees and costs incurred by the Licensor shall be due and payable on demand and shall bear interest at the Default Rate until paid.
17. **Limitation on Right of Recovery against Licensor.** Licensee agrees to look solely to the interest held by Licensor in the Property (subject to prior rights of the holder of any mortgage or deed of trust on any part of the Property) for the satisfaction of any claim arising from this Agreement and shall not seek to impose personal liability on Licensor, or Licensor's affiliates or any of their respective shareholders, trustees, officers, employees, representatives, members, contractors or agents.
18. **Right of Entry.** Licensor and any of its agents shall have the right to enter the Premises during all reasonable times and hours to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation of the Premises or any portion of the Property or to show the Premises to prospective occupants.
19. **Waiver.** No waiver of any condition or covenant of this Agreement by Licensor shall be deemed to imply or constitute a further waiver by Licensor of any other condition or covenant of this Agreement. The rights and remedies created by this Agreement are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
20. **Time.** Time is of the essence in this Agreement.
21. **Force Majeure.** In the event of a delay in the performance by Licensor of any of its obligations under this Agreement due to casualty, strike, lockout, riot, act of God, shortage of labor or materials, national emergency, governmental regulations, or any other cause or causes beyond Licensor's control, such delay shall not be in violation of this Agreement and the time period set forth in this Agreement for any such performance shall at Licensor's option be extended for a period of time equal to the period of delay.
22. **Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal actions arising from, or in connection with, this Agreement shall be exclusively in Huerfano County, Texas.
23. **Multiple Parties/Authority.** If more than one person or entity is named as Licensee herein, the obligations of Licensee herein shall be the joint and several responsibility of all persons or entities named herein as such Licensee. The individuals executing this Agreement on behalf of Licensee represent and warrant to Licensor that they are fully authorized and legally capable of executing this Agreement on behalf of Licensee and that such execution is binding. If Licensee is a corporation, trust, or general or limited partnership, Licensee, and each individual executing this Agreement on behalf of such entity, represent and warrant that such individual is fully authorized to execute and deliver this Agreement on behalf of said entity.
24. **OFAC Certification.** Licensee represents and warrants to Licensor that Licensee is not a party with whom Licensor is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Licensee is currently in compliance with, and shall at all times while this Agreement is in effect remain in compliance with, the regulations of OFAC and any other governmental requirements relating thereto. In the event of any violation of this section, Licensor shall be entitled to take such other actions as are permitted or required to be taken under law or in equity. Licensee, to the extent permitted by law, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY OWNER ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. These indemnity obligations shall survive the expiration or earlier termination of this Agreement.
25. **Entire Agreement.** This Agreement, consisting of the Basic Terms, the General Terms and Conditions, and each attached exhibit, schedule and addendum, constitutes one integrated agreement which is the entire agreement between the Licensor and Licensee, and all prior understandings and agreements between the parties are merged into this Agreement. All schedules, exhibits and addendums are incorporated by reference. This Agreement may be changed or modified only by a writing executed by Licensor and Licensee.

[Signature page follows.]

3/1/2020

Initial: Licensee



EXHIBIT A

EXECUTION

Licensor and Licensee have signed this Agreement as of the last day and year written below.

The obligation of Licensee for payment of rent and charges under this License Agreement shall survive the expiration or earlier termination of the term of this License Agreement. By its execution of this License Agreement, Licensee acknowledges and agrees that it has read this License Agreement, understands the contents hereof, and is signing this License Agreement of its own free act and deed, and as the free act and deed of their representatives signing on Licensee's behalf, without any persuasion or coercion by any person or entity, and with full advice of counsel.

Licensor:

Owner:

Corpus Christi Retail Venture, LP

By: Agent for La Palmers

By: Amanda Sanchez
Authorized Representative

Date: 4/12/2021

Licensee:

County of Nueces, TX

By:

Name (signature): Barbara Cantales

Name: Barbara Cantales

Title: Nueces County Judge

Date: 4-9-21

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Initial: BC
Licensee: Barbara Cantales

EXHIBIT A

EXHIBIT "A"
SITE PLAN DEPICTING PREMISES

[to be attached]

SIP 880

Initial. Licensee

Be

EXHIBIT A

EXHIBIT "B"

RULES AND REGULATIONS

(See attached Merchant Manual.)

Page 4

Initial:

License

A handwritten signature in black ink, appearing to be 'L. S. S. S.', written over a horizontal line.

EXHIBIT A

EXHIBIT "C"

GENERAL INSURANCE CHECKLIST

All licensees shall submit proof of insurance in the form of a Certificate of Insurance prior to the Term Start Date. No merchant will be permitted to set up or commence doing business in the Franchise without the Certificate of Insurance. Failure to submit the required evidence of insurance prior to the Term Start Date constitutes a default by Licensee. Licensees that provide a Certificate of insurance issued from an insurance company qualified to do business in the State of Texas. The requirements for the certificate are as follows:

Minimum Coverage or Information Required (Marked with an "X")		
X	Commercial General Liability	\$2,000,000 (two million dollars) - each occurrence
X	Property Insurance	\$1,000,000 (one million dollars) - each occurrence
X	Additional Insureds (including waiver of subrogation)	California Public Employee Retirement System (CalPERS) Corpus Christi Retail Venture, LP IMI South Texas, LLC IMI South Texas 3P LLC Institutional Mail Investors LLC MCA Mail Investors LLC Miller Capital Advisory, Inc. Trademark Management, Ltd.
X	Certificate Holder	Corpus Christi Retail Venture, LP 5488 S. Padre Island Drive, Suite 2000 Corpus Christi, TX 78411
X	Fax copy(s) directly to	(361) 993-5631

7/1/98

Initial:

Licensee



EXHIBIT A

EXHIBIT "D"

WORK

Licensor's Work, if any:

- None
- As follows:

Licensee's Work, if any:

- None
- As follows:

Licensee's Work shall be completed in a good and workmanlike manner on or before the Term Start Date and in accordance with plans and specifications approved in advance in writing by Licensor. Licensee shall be responsible for payment of all fees associated with Licensee's Work, including but not limited to, water service connection, water rights, sewer connection, sewer impact fees, and traffic impact fees. Licensee shall complete all Licensee's Work in accordance with Licensor's reasonable rules and regulations pertaining to construction in, on or about the Property. Licensee shall perform all of Licensee's Work in a manner that will not adversely affect the operation of any other occupants of the Property. Licensor reserves the right to restrict the hours during which the Licensee's Work may be performed. Licensee shall deliver to Licensor evidence of all permits and payment of all related fees prior to commencement of construction of the Licensee's Work.

Should any lien, affidavit or other instrument claiming any lien be filed against the Premises, the Property, or any portion thereof or interest therein for any reason whatsoever incident to the acts or omissions of Licensee or any contractor of Licensee or any such contractor's subcontractor or any laborer performing labor or furnishing materials at or for the Premises or by reason of any specially fabricated materials (whether or not placed in the Premises), Licensee shall cause the same to be canceled and discharged of record by payment, bonding or otherwise, within ten (10) days after filing, or at such earlier time as is necessary to prevent the foreclosure thereof. Failure to comply with the foregoing shall be an immediate default under the terms of this Agreement. If Licensee fails to comply with the foregoing, then, in addition to any other remedies that Licensor may have under this Agreement or applicable law, Licensor shall have the right, but not the obligation, to cancel or discharge the instrument, and Licensee shall reimburse Licensor, upon demand, as an additional fee due hereunder, all sums disbursed or deposited by Licensor, including Licensor's costs and expenses and reasonable attorneys' fees, with interest thereon at the Default Rate from the date incurred by Licensor until repaid in full by Licensee. Licensee hereby waives the benefit of any laws granting it a lien upon the property of Licensor and/or upon amounts due Licensor. Licensee indemnifies and agrees to hold Licensor, Licensor's affiliates, Licensor's property manager, each other occupant of the Property and each of their respective shareholders, members, managers, officers, directors, employees and other agents harmless from and against any fees, costs, expenses, charges, claims, actions, causes of action or liens owed to, owing by or claimed by or through any contractor, sub-contractor, material man, laborer, employee, supplier or vendor of Licensee or in any way connected with Licensee's Work or use and occupancy of the Premises.

#1 P x g c

Initial: Licensee

BC

Amendment Abstract

Lease : County of Nueces, TX (10001480)

Amendment Information

Type Original Lease
Status Activated
Terms 1
From 4/12/2021
To 5/12/2021
Effective Date 4/12/2021
Contracted Area 7,000.00
Description

Lease Information

Lease County of Nueces, TX
Property La Palmera(imilapa)
Customer
Lease From 4/12/2021
Lease To 5/12/2021

Space

Unit	Building	Floor	Area	Status
1176			7,000.00	In

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Monthly Amt	Annual Amt	Area	Amt Per Area	Mgmt fees
SPLTB	SL-In-Line Base Rent	4/12/2021	4/30/2021	10,000.00	120,000.00	7,000.00	1.43 /MO	0.00
SPLTB	SL-In-Line Base Rent	5/1/2021	5/12/2021	0.00	0.00	7,000.00	0.00 /MO	0.00

Indexation

Charge Code	Charge Desc	Date From	Date To	Indexation Method	Index	Month	Factor	Min	Max
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Late Fee

Calculation Type	Grace	Amount	2nd Fee Calculation Type	2nd Fee Grace Period	2nd Fee Percent	Per Day Fee
Flat Amount	0.00	150.00				0.00

TODAY'S DATE

4/12/21

Specialty Leasing and Advertiser Accounting Checklist

1780

BUSINESS NAME: <i>County of Nueces, TX.</i>	TERM: <i>4/12/21-5/12/21</i>
	MGMT APPROVAL
<input type="checkbox"/> ADVERTISING = 12% Commission	
	INITIAL & DATE
ADDED TO SALES LOG	
INPUT INTO YARDI	
EMAIL INVOICE / QUICKBOOKS	
SCANNED TO FOLDER ON BOX	
EMAIL COPY TO CLIENT	
	MGMT APPROVAL
<input checked="" type="checkbox"/> SPECIALTY LEASING = 3% Commission	
	INITIAL & DATE
ADDED TO SALES LOG	<i>RA 4/12/21</i>
INPUT INTO YARDI	<i>JW 4/12/21</i>
SCANNED TO FOLDER ON BOX	
EMAIL COPY TO CLIENT	

EXHIBIT B

Amendment to Temporary License Agreement
CORPUS CHRISTI RETAIL VENTURE, LP
5488 South Padre Island Drive, Suite 2000, Corpus Christi, TX 78411
Phone: (361) 991-3755

THIS AMENDMENT TO LICENSE AGREEMENT, made this 29th day of April, 2021, by and between **Corpus Christi Retail Venture, LP** (hereinafter referred to as "Licensor"), 5488 South Padre Island Drive, Suite 2000, Corpus Christi, TX 78411 and (hereinafter referred to as "Licensee"), County of Nueces, TX.

WITNESSETH:

WHEREAS, by written Temporary License Agreement, dated April 12, 2021, Licensor licensed to Licensee, Space #1176 in La Palmera situated in Corpus Christi, Texas.

NOW THEREFORE, in consideration of the mutual covenants herein contained, Licensee and Licensor agree as follows:

Section Terms Section 3 of the License Agreement shall be and is hereby amended to include the following terms:

5/13/21 through 5/31/21....\$6,130.00

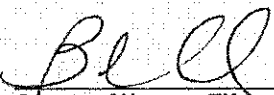
6/1/21 through 6/30/21....\$10,000.00

7/1/21 through 7/31/21....\$10,000.00

8/1/21 through 8/31/21....\$10,000.00

9/1/21 through 9/7/21....\$2,334.00

Except as herein amended, all terms, conditions, provisions and covenants of said License Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto.



County of Nueces, TX
Barbara Canales, County Judge
Licensee



Authorized Representative
Owner:
Corpus Christi Retail Venture, LP
By: Agent for La Palmera