

**THE STATE OF TEXAS}**

**{THIS AGREEMENT OF LEASE}**

**COUNTY OF MOORE }**

Made this 6th day of November 2009, by and between the U.S. Marshals Service, at 1100 Commerce Street Rm 1657, Dallas, TX. 75242, known herein as Lessor, and  
423 South Dumas, Dumas, TX., 79209, known herein as Lessee.

(the terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.)

**WITNESSETH**, that the said Lessor does and by these presents Lease and Demise Unto the said Lessee the following described property, to wit: Lying and being situated in the City of Dumas, County of Moore, State of Texas, and being approximately 2,054 square feet of space located at :

**423 Dumas  
Dumas, Texas 79029**

**Lots 13, 14, 15 and 6, Block 46  
Original Town of Dumas,  
Moore County, Texas**

The term of this Lease is month to month, beginning the 1<sup>st</sup> day of November, 2009, and ending within 30 days of sale of the property, to be occupied as a Restaurant, for the normal legal conduct of Lessee's business and not otherwise, paying therefore the minimum rental of \$850.00 dollars, payable on or before the 1<sup>st</sup> of each and every successive calendar month during the term hereof, except the first month's rent shall be paid upon the execution hereof to:

In addition to the foregoing monthly rental payments, the Lessee shall pay the following

1. All insurance premium on premises is to be paid by Lessee, as well as all improvements made by Lessee or by the nature of Lessee's business. Said insurance shall be set by the Texas State Insurance Board.
2. Any increase in sanitary sewer rates, if Lessee is required by the Environmental Protection Agency or subsequent governing body, to do business with or under a wet or dry permit. Lessee is to pay Lessor said increase in sanitary sewer rates upon demand by Lessor.

Upon the conditions and covenants following:

- 1<sup>st</sup>. That the Lessee shall pay rent to the Lessor at 1100 Commerce St., Rm 1657, Dallas, Texas 75242, monthly in advance as aforesaid, as the same shall fall due.
- 2<sup>nd</sup>. That the Lessee shall take good care of the property, suffer no waste, and shall at Lessee's own expense and cost, keep said subject premises in normal repair to the satisfaction of the municipal and police authorities during the term of this Lease, and at the end or other expiration of the term shall deliver up the demised premises in good order and condition.
- 3<sup>rd</sup>. That the Lessee shall promptly execute and fulfill all the ordinances of the city corporation applicable to said premises.
- 4<sup>th</sup>. That the Lessee shall not assign this agreement or underlet the premises or any part thereof.
- 5<sup>th</sup>. Concurrently with Lessee's execution of this Lease, Lessee has deposited with the Lessor a sum of \$0.00 dollars. Said sum shall be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the term hereof. If Lessee defaults, this Lease may be forfeited at Lessor's discretion.
- 6<sup>th</sup>. That the Lessor shall not be liable to Lessee or to Lessee's employees, patrons, or visitors for any damage to person or property, caused by the act or negligence of any other tenant of said demised premises. The Lessee accepts such premises as suitable for the purpose for which the same are leased and waives defects therein and agrees to hold the Lessor harmless from all claims for any such damages.
- 7<sup>th</sup>. In the event that the Lessee shall become bankrupt or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then, at the option of the Lessor and upon five (5) days notice to the Lessee of the exercise of such option, this Lease shall cease and come to an end.
- 8<sup>th</sup>. It is agreed and understood that any holding over by the Lessee of the hereby leased premises after the expiration of this Lease shall operate and be construed as a tenancy from month to month at a rental rate of \$850.00 dollars.
- 9<sup>th</sup>. The Lessor covenants that the Lessor is the owner in fee simple of the leased premises after the right to enter into this Lease, and that upon payment of the rent, the Lessee shall peaceably and quietly have, hold and enjoy the leased premises for the term herein stated.
- 10<sup>th</sup>. The Lessee shall pay for any and all repairs and maintenance, throughout the term of this Lease, and projects initiated by the Lessee.
- 11<sup>th</sup>. It is expressly agreed and understood that this Lease and the right of the Lessor and/or Lessee, or anyone deriving right under them, is expressly subordinate and inferior

to the lien of any deed or trust executed by the Lessor herein. This clause shall be self operative and no further documentation shall be required to effectuate same, however, Lessee agrees to execute such subordination instruments or documents as may from time to time be required by lenders.

12<sup>th</sup>. It is understood and agreed between Lessor and Lessee that rental payments are due to Lessor on the 1<sup>st</sup> of each month, in advance, and that a 10% late charge shall be paid to the Lessor by the 6<sup>th</sup> of each month. Payments shall be made payable to the U.S. Marshals Service in the form of a cashier's check or money order.

13<sup>th</sup>. It is understood and agreed between Lessor and Lessee that electric and water invoices/bills at 423 Dumas, Dumas, Texas 79029 will be paid by Lessee.

14<sup>th</sup>. Lessee agrees to maintain the Property at Lessee's expense in the same, or better, condition as it existed on the date of seizure. The word "maintain," includes, but is not limited to: Keeping the property free of hazards and/or structural defects, keeping all heating, air conditioning, plumbing, electrical, gas, oil, and other power facilities in good working condition; keeping the Property clean and providing all necessary facilities for proper sanitation and waste removal; keeping the Property in conformity with reasonable needs for snow removal, lawn care, and providing any other ordinary and necessary items of routine maintenance.

15<sup>th</sup>. Lessee agrees to abide by all laws, codes, regulations, ordinances, covenants, rules, bylaws, binding agreements, and/or conditions pertaining to the care, maintenance, control, and use of the Property.

16<sup>th</sup>. Lessee agrees to acquire and maintain casualty and fire insurance equal to the full replacement cost of the Property and all improvements thereon, including policies covering liability to person injured on the Property. Lessee agrees to maintain liability insurance for the injuries occurring on or resulting from use of the Property, or activities or condition thereon, in the minimum amount of \$100,000.00. Additionally, Lessee shall arrange for a rider to all the above mentioned policies naming the United States of America as a loss payee and additional insured for the life of the Agreement.

17<sup>th</sup>. Copies of the insurance policies will be delivered to the U.S. Marshals Service no later than the tenth (10) calendar day following the execution of this Agreement. Lessee agrees to hold the United States of America or its employees harmless, for any and all claims against it during the life of this Agreement, arising out of the injury to persons except as directly caused by an agent of the United States of America.

18<sup>th</sup>. Lessee agrees to allow the United States Marshal or authorized representative the right to enter, inspect, and/or appraise the Property including all buildings thereon on a weekly basis. All inspections will be conducted during daylight hours and after a telephone call announcing such inspection. This announcement will be made at a reasonable time prior to inspection. The Lessee also agrees to allow such right of entry

without notice on an emergency basis. An emergency is anything that would lead to imminent damage or destruction of/or to the property.

19<sup>th</sup>. Lessee agrees not to violate any federal, state, or local law/ordinance, and not to allow any other party to violate any federal, state, or local law/ordinance on the Property during the life of this Agreement. Lessee agrees not to use the Property so that it poses a danger to the health or safety of the public, or a danger to law enforcement, or use the Property so that it adversely affects the liability of the U.S. Marshal or authorized designee to manage the Property.

20<sup>th</sup>. Lessee agrees not to remove, destroy, alienate, transfer, detract from, remodel, or alter in any way, the Property or any fixture, which is part of the Property, ordinary wear excepted, without express written consent of the U.S. Marshal.

21<sup>th</sup>. Lessee acknowledges that the removal or destruction of property under the care, custody, or control of the U.S. Marshals Service constitutes a violation of federal criminal law, specifically, 18 U.S.C., Section 2233. That section provides for a fine not to exceed \$2,000, or imprisonment not to exceed two (2) years, or both. Lessee, on or before the expiration of this Agreement, shall remove any and all personal belongings from the Property. If Lessee fails to remove personal belongings from the Property, these items will be removed by the U.S. Marshals Service at the expense of the Lessee.

22<sup>th</sup>. Amendments to this Agreement shall be made in writing and will be signed by all parties.

23<sup>th</sup>. Lessee agrees to give thirty (30) days written notice prior to moving and will be responsible for paying all fees through the end of this notice period.

24<sup>th</sup>. Lessee understands and agrees that any violation of this Lease Agreement may be the cause for eviction from the Property. This Agreement remains in effect until thirty (30) days after sale of real property or until otherwise notified by the U.S. Marshals Service.

In witness whereof, the parties to this agreement have hereunto caused this Lease to be duly executed in duplicate, the date and year above written.

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Signature of USMS Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date