



Mount Vernon Economic Development Corporation

109 N. Kaufman St., Mount Vernon, TX 75457

Application for Economic Development Assistance

APPLICATION MUST BE FILLED OUT AND RETURNED BEFORE THE PROJECT STARTS
(emergency situations will be considered on a case by case basis)

The following information is requested for all projects seeking economic development assistance from the Mount Vernon Economic Development Corporation (MVEDC). Please fill in all spaces on the application form. If the information requested is not applicable, enter "N/A" in the space. Incomplete applications will not be considered for assistance. Following receipt of the application, MVEDC may require additional information to be submitted to indicate the financial abilities or other factors of the company.

Applicant/Business Name		Business Ownership	
Big Dawg Sports + Collectibles		Melissa (Missy) Davis	
Business Type			
Sole Proprietorship <input checked="" type="checkbox"/> Partnership _____ Corporation _____ Other (Please Explain and provide proof)			
Date of Business Establishment		2/2/2023	
Mailing Address (Business Headquarters)			
713 Main St. W.			
City	State	Zip Code	
Mt. Vernon	TX	75457	
Phone Number		Fax Number	
469-855-2055			

Applicant's Representative		Title	
Ronald (Ronnie) Davis		VP	
Mailing Address (if different from above)			
City		State	Zip Code
Phone Number	Fax Number	Email Address	
214-325-3623		ronnie@bigdawg sports.shop	

Additional Authorized Representative		Title	
Mailing Address (if different from above)			
City		State	Zip Code
Phone Number	Fax Number	Email Address	

Project Information

Description of the Project				
<i>Hobby shop for sports and misc. trading cards, collectibles, and memorabilia.</i>				
NAICS Code		NAICS Code Description (if multiple please list all that apply)		
Property Address			Legal Description (attach if necessary)	
<i>111 East Dallas St.</i>				
Is this Project inside the City limits?			<input checked="" type="radio"/> Yes	<input type="radio"/> No
Is this Project in the Historic District?			<input checked="" type="radio"/> Yes	<input type="radio"/> No
If Yes, does this Project require approval from the Landmark Commission?			Yes	<input checked="" type="radio"/> No
Date of Landmark Commission Review				
Will this Project generate sales tax?			<input checked="" type="radio"/> Yes	<input type="radio"/> No
What is your taxpayer ID?			<i>3-20883-7698-6</i>	
Anticipated Total Sales				
Year 1	Year 2	Year 3	Year 4	Year 5
<i>45K</i>	<i>50K</i>	<i>55K</i>	<i>60K</i>	<i>65K</i>
Anticipated Total Taxable Sales (excludes items that are exempt from sales tax)				
Year 1	Year 2	Year 3	Year 4	Year 5
<i>50K</i>	<i>55K</i>	<i>60K</i>	<i>65K</i>	<i>70K</i>

Does this Project create or retain jobs?		Yes	No	<i>Eventually, not yet.</i>	
Jobs Created (new jobs that did not exist prior to this project)					
Year 1 (Positions/FTEs)	Year 2 (Positions/FTEs)	Year 3 (Positions/FTEs)	Year 4 (Positions/FTEs)	Year 5 (Positions/FTEs)	
?					
Average Annual Salary					
?					
Jobs Retained (jobs that would likely be lost without this project)					
Year 1 (Positions/FTEs)	Year 2 (Positions/FTEs)	Year 3 (Positions/FTEs)	Year 4 (Positions/FTEs)	Year 5 (Positions/FTEs)	
?					
Average Annual Salary					
?					
Does the applicant own or lease the property associated with this Project?		Own Lease			
Property Owner Information, if leased					
Property Owner Name		<i>Lindsay Bliss Ross</i>			
Property Owner Phone Number		<i>478-662-2139</i>			
Property Owner Email		<i>lindsayblissross@gmail.com</i>			
Property Owner Address		<i>PO Box 807</i>			
City			State	Zip Code	
<i>Mt. Vernon</i>			<i>TX</i>	<i>75457</i>	
Lease Amount	<i>1400.00</i>	Period (Annually/Monthly)		<i>monthly</i>	

PROOF OF LEASE WILL BE REQUIRED

Current Appraised Value of Property			
Are all Property Taxes Paid on this Property?	Yes	No	?
If No, please explain			
Are Improvements being made to the Property?	Yes	No	Answer N/A
Estimated Cost of Improvements to be Made			
Anticipated Construction Start Date			
Anticipated Construction Completion Date			
Description of Improvements to be Made			

PLEASE PROVIDE WRITTEN BIDS OR COST ESTIMATES REGARDING ANY PROPOSED IMPROVEMENTS.

Please indicate any of the following that you have consulted on this Project (check as many as apply)			
	Ark-Tex Council of Governments		Franklin County
	Franklin County Chamber of Commerce		Local Workforce Board
	North Texas Community College		Small Business Development Administration
	Texas Workforce Commission		
Other, Please specify below and provide written documentation			

Please indicate the Economic Development Assistance Programs for which you would like to apply (check as many as apply)			
X	Graduated Rental Assistance		Existing Business Structure Assistance
	Job Creation/Retention Incentives		Business Recruitment Incentives
	Business Retention Assistance		
Guidelines and Descriptions of each Incentive Are Provided as an Appendix to this Document.			

Attachments That Will Be Required			
	Plat/Map/Elevations of Project		Renderings/Plans for Improvements
	Copies of Required Permits		Business Plan
	Financial Reports for previous years		IRS Reporting
	Tax Certificate		Proof of Property Ownership or Lease Agreement
	Property Owner's Certification		Receipts for Work Performed Prior to Application Submission
These items must be submitted with the initial application for consideration of the application. Additional documents may be requested as necessary.			

Incentive Process and Timeline

1. Completed application must be returned to the EDC office at Mt. Vernon City Hall prior to work commencing.
2. For projects involving incentives between \$1.00 - \$4,999.00 the EDC must hold a public hearing on the project and allow 60 days to pass since the first public notice of the project prior to expending funds.
3. For projects from \$5,000 - \$9,999, the EDC must hold a public hearing on the project and allow 60 days to pass since the first notice of the project, and the City Council must approve the project and incentives, prior to expending EDC funds on the project.
4. For projects \$10,000 and above, the EDC must hold a public hearing on the project and allow 60 days to pass since the first notice of the project, and the City Council adopts a resolution authorizing the project after giving it two separate readings, prior to expending EDC funds on the project.

Business Plan Assistance may be obtained through the Northeast Small Business Development Center in Mt. Pleasant, Texas.

Amber Keith

Business Advisor

Northeast Small Business Development Center

www.northeasttxsbdc.org

903-490-0822 Office

903-490-2826 Cell

AFFIRMATION OF APPLICANT(S)

I (We) the undersigned do hereby acknowledge and/or certify, as the case may be, the following:

1. Prior to submission of this application, the included guidelines for all programs have been obtained, reviewed, and clearly understood by the applicant.
2. That the submission of this Application does not create any property, contract, or other legal rights in any person or entity to have the MVEDC provide grant funding.
3. That if grant funding is approved, full compliance will be maintained with all the provisions of the provided guidelines, performance agreements, and/or special provisions attached as a part of the grant, and that failure to do so will be grounds for ineligibility to receive previously approved grant funding and / or sales tax recapture by MVEDC or the City of Mount Vernon.
4. The Mt. Vernon City Council shall approve any incentive involving expenditures exceeding \$5,000.
5. That before application is to be reviewed by the MVEDC, a designee(s) of the MVEDC shall have the right to inspect the business and work to be considered.
6. That the MVEDC reserves unto itself its absolute right of discretion in deciding whether or not to approve a grant relative to this application, whether or not such discretion is deemed arbitrary or without basis in fact.
7. That the laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the provided guidelines and this Application. If any provision or provisions of these should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of these shall not be affected thereby.
8. That the information provided in this Application, and all that may have been affixed hereto, is true and correct, and that the MVEDC may rely on all information herein contained, and all that may have been affixed hereto, as being true and correct
9. Any criminal activities involving applicant, whether on or off-site premises, will render this application and / or contract null and void.
10. Where approved incentives are reimbursement recipient must present paid invoices and/or cancelled checks to vendors. Certificate of Occupancy issued by City of Mount Vernon must be issued before any MVEDC funds are expended.
11. Texas Government Code Section 2264.01 Certification

Company certifies that Company, or a branch, division, or department of Company, does not and will not knowingly employ an undocumented worker. If, after receiving a public subsidy, Company or a branch, division, or department of company is convicted of a violation under 8 U.S. C. Section 1324a(f), Company shall repay in full the amount of the public subsidy paid by MVEDC to Company.

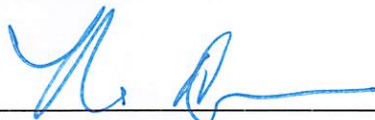
12. The City of Mount Vernon and/or MVEDC may exercise the right to reclaim any incentives should the recipient not fulfill any portion of its stated obligation as outlined in any incentive agreement resulting from this application submission.

13. Making application and complying with specific requirements does not guarantee that requested incentives will be granted by the MVEDC Board or City Council.

I, the undersigned, understand this process may take several months and attendance of several meeting. Filing an application with the City does not guarantee approval from the City Council. The city reserves the right to retain outside consultants to review this application, all data provided, and conduct an independent evaluation. Further, the applicant understands and agrees that this application and all data and communications may be considered a public record pursuant to the Texas Public Information Act."

Signed this 7th day of March, 2025

Melissa Davis
(Print Authorized Representative Name)


(Applicant Signature)

Appendix A: Property Owner's Certification

Property Owner Name	Lindsay Bliss Ross
Property Owner Phone Number	478 - 662 - 2139
Property Owner Email	lindsayblissross@gmail.com
Property Address	111 East Dallas

City		State	Zip Code
Mt. Vernon		TX	75457
Lease Amount	1400.00	Period (Annually/Monthly)	Monthly

Anticipated Construction Start Date	
Anticipated Construction Completion Date	
Description of Improvements to be Made	

I have reviewed all information above and certify that it is true and correct. Further, I certify that I have reviewed and approved all improvements to be made to the property as described above.

Owner Signature

Date

Appendix B: Economic Development Assistance Program Guidelines

Graduated Rental Assistance

- The primary goal of the Graduated Rental Assistance Program is to reduce the burden of rental expenses on new businesses and to help offset the initial startup costs of the business.
- The business must be a for-profit venture. Nonprofit and governmental organizations are not eligible for the program.

- Grant funds cannot be used to fund rent for any portion of the property used for residential purposes. In such cases, the total rent amount may be adjusted proportionally to reflect usage of the property.
- At no point will MVEDC pay 100% of the rental expenses for any recipient of this program.
- The rental assistance is designed to assist the business owner with rental expense over a period of time, but the owner will assume responsibility of the full rental costs at the end of the rental assistance period as determined by the MVEDC
- All disbursements through this program will be made in the form of a reimbursement following the submission of a copy of the canceled check paid to the property owner and/or a receipt from the property owner, or direct payment of rental assistance to the property owner/landlord.
- Generally, the program can span any amount of time up to 12 months with MVEDC reimbursing the business owner's rental expense in four installments: 25% of the total rent cost to be paid for the first installment; 50% of the total rent cost to be paid for the second installment; and 75% of the total rent cost to be paid for the third installment of the rental agreement term. Rental assistance from the MVEDC to the business owner shall not be granted until the termination of free or subsidized rent from the property owner. Term of assistance and length of payment installments shall be negotiated between business and MVEDC, with the decision of the MVEDC being final.
- The City Council upon recommendation by the MVEDC Board may approve a modification to the standard rate and duration of the program on a case-by-case basis.
- Recipients may receive only one Graduated Rental Assistance Agreement per business.
- Rental amount and must be comparable to similar rental rates for similar properties in the area of the business property.
- Rental assistance shall not exceed \$6,000 for any business.
- All disbursements through this program will be subject to requirements set forth in an incentive performance agreement, including but not limited to a period for which the business must remain in operation following the completed disbursement of funds.
- MVEDC assumes no liability for the satisfaction of the lease agreement between the property owner and the tenant. This agreement is between the tenant and the MVEDC and will be strictly a reimbursement of the costs required to satisfy the terms of the tenant's lease agreement with the property owner.

Existing Business Structure Assistance

- The purpose of the Existing Business Structure Assistance Program is to enhance the economic sustainability of the City of Mount Vernon by assisting for profit business building owners and lessees in business building renovation processes; thereby encouraging increased ad valorem and / or sales taxes.
- The structure on which the improvements to be made must be at least five years old.
- Owners of multiple structures may submit only one application per fiscal year and may not have existing agreements on multiple properties at any one time.
- MVEDC may approve the full amount requested, a portion of the amount requested, or no amount at all.
- All grants provided under this program are reimbursements for cash expenditures by the applicant and require the applicant provide a match of at least twice the amount awarded (2:1 match required).
- Nonprofit and governmental organizations are not eligible to receive this funding.
- Applicants cannot have more than 20 full-time employees at the time of application
- All tax obligations must be current
- Property owners must submit Appendix A: Property Owner's Certification if the applicant is a tenant at the property
- The business owner will be required to obtain all necessary city and/or state permits, zoning, inspections, etc.... prior to applying for funding.
- The business owner must demonstrate best effort in obtaining at least 3 bids for improvements. The bids or documentation of best effort must be included in the application.
- The structure must be located within the Mount Vernon City limits.
- Applicants must have a valid Certificate of Occupancy from the City of Mount Vernon prior to receiving program funding.
- All disbursements through this program will be subject to performance requirements set forth in an incentive agreement, including but not limited to a period for which the business must remain in operation following the completed disbursement of funds.

For projects that require an expenditure of more than \$10,000, the City Council must adopt a resolution authorizing the project after giving the resolution at least two separate readings.

JOB CREATION INCENTIVE

Program funding will be available to new and / or expanding businesses meeting the following criteria:

1. Business must be in Mount Vernon.
2. Business must be a For Profit business.
3. Owner or shareholders do not count as 'new hires.'
4. Must be Full time jobs, 32 hours per week, 52 weeks per year. No part time employees or combination of part time employees will be considered.
5. Mount Vernon Economic Development Corporation must approve all applications before business engages 'new hires.'
6. Business owners or shareholders cannot be employed by Mount Vernon Economic Development Corporation or City of Mount Vernon.
7. Business name on application must be identical to the name listed on all documents required to engage in business, including business tax receipts.
8. Mount Vernon Economic Development Corporation may grant an amount up to \$600 per job, with a bonus \$200 for every employee that resides within the city limits and earns more than \$13.00 per hour for unskilled and \$20.00 per hour for skilled labor. Number of jobs incentivized would be no more than 20 full-time employees, unless otherwise determined by Mount Vernon EDC.
9. This is a 'reimbursement only' program; business applicant will be reimbursed 'per job' after new hire has completed 12 months employment. Texas Workforce Commission Quarterly reports required as documentation.
10. New employee hire must result in a net increase in full time employees from the time of application at the end of the 12-month period. Documentation will be required from business incentive recipient showing number of employees at MVEDC approval date vs. number of employees at the 12-month 'benchmark.'

Lease with Option to Purchase

This Lease with Option to Purchase (this "Lease") is made effective as of April 1, 2025 ("Effective Date"), by and between Lindsay Bliss Ross ("Landlord"), and the following tenants:

Brown Paw Apparel, LLC

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 2,240 sq ft commercial property located in downtown Mount Vernon, Texas (the "Premises") located at 111 East Dallas Street, Mount Vernon, Texas 75457.

TERM. The lease term will begin on April 1, 2025, and will terminate on March 31, 2027, with the option to go month to month as long as non-recourse municipal rent assistance is still being provided by any entity. If the Purchaser fails to exercise the option by such time and date, the option will automatically terminate, and the Seller will be entitled to retain the nonrefundable consideration stated below.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$1,400.00 per month payable on the fifteenth(15th) day of each month. Lease payments shall be made to Landlord at PO BOX 807, Mount Vernon, Texas 75457, which location may be changed, in writing by Landlord, with a minimum of seven (7) days advanced notice to Tenant.

It is anticipated and agreed to by both Lessor and Tenant that application may be made by Tenant to secure a grant and commitment from one or more municipal trust assistance program to assist tenant in the paying of rent. If any monies shall be received by Tenant and paid to Lessor from rent assistance program or paid directly from said rent assistance program to Lessor, on behalf of Tenant, that said amount received shall be credited to payment of Tenant's monthly obligation to pay the rent/purchase price, the same as if all the monies being paid to Lessor were Tenant's and were generated by and secured by Tenant in the first place. Therefore, when Lessor shall have received all the monies Lessor is obligated to receive, under and pursuant to this Lease Purchase Agreement, regardless of the source of said funds, the obligation of Tenant under the

Lease Purchase agreement shall be satisfied.

POSSESSION. Tenant shall be entitled to possession on the first (1st) day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a retail unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first (1st) day of the extended absence.

PETS: Tenant agrees to not have personal pets on premises. Service dogs are allowed on case-to-case basis

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

DAMAGE CAUSED BY TENANT. If any damage to the property shall be caused by their act or neglect, the Tenant shall forthwith repair such damage at their own expense, including damage to screens and windows where same is not covered by Landlord's insurance.

MAINTENANCE. Landlord shall have the responsibility to always maintain the Premises in good repair and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant shall be responsible for: general maintenance of fixtures; light bulbs, changing HVAC filters (1 box of filters will be provided by property owner), and keeping of grounds around exterior of building. Tenant must notify Landlord within twenty-four (24) hours of any condition requiring maintenance.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises for the term of this Lease.

TAXES. Landlord shall pay all real estate taxes which may be levied against the Premises.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are damaged or destroyed by fire HVAC or other casualty to the extent that enjoyment of the retail unit is substantially impaired, both parties may determine to repair the Premises or terminate the Lease. If the Premises are condemned or cannot be repaired, this Lease will terminate upon twenty (20) days' written notice by either party.

HABITABILITY. Tenant, or an authorized agent on Tenant's behalf, has inspected the Premises and fixtures and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound.

LATE PAYMENTS. For each payment that is not paid within 5 days after its due date, Tenant shall pay a late fee equal to 5 % of the required payment, or as otherwise provided by applicable law.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged the maximum amount allowable under applicable law for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling, at Tenant's expense, that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises, at Tenant's expense, that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of Landlord, which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove, or at the request of Landlord, shall remove such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent, which shall not be unreasonably withheld, Landlord shall have the right to enter the Premises to make inspections or provide necessary services. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary to keep the premises free of all liens resulting from construction done by or for the Tenant.

OPTION TO PURCHASE. Tenant, upon satisfactory performance of this Lease, shall have the option to purchase the real property described herein for a purchase price of \$248,000.00, (final number to be adjusted after stairs, doors, and container door invoice submitted) provided that the Tenant timely executes the option to purchase and is not in default of the Lease Agreement. Thereafter, each of the parties shall promptly execute all further instructions or other documents including a Sale Agreement which may be reasonably required for purchase of the real property. The Landlord shall credit towards the purchase price at closing the sum of all monies received from Tenant, including each monthly lease payment that the Tenant timely made.

A dollar for dollar offset to the purchase price shall be made should the tenant incur any expense related to code or unforeseen municipal regulations in that the Landlord opts to not cover. Tenant would be required to submit at least 2 bonded bid jobs to Landlord which would outline scope of work/cost, of which the landlord has the right to name one of the bonded contractors.

Tenant has first right of refusal and option to purchase other side of building should current property become available.

TITLE. Landlord agrees to deliver, and Tenant agrees to accept, title to the Premises subject only to (a) a lien for taxes and assessments levied against the Premises, (b) any covenants, conditions, restrictions, easements, right, rights-of-way of record, and (c) such other exceptions as Landlord and Tenant approve in writing. Landlord shall deliver to Tenant a preliminary title report within thirty (30) days after Tenant's exercise of the option.

NOTICE REQUIRED TO EXERCISE OPTION. To exercise the Option to Purchase, the Tenant must deliver to the Landlord, a written notice of Tenants intent to purchase, not less than thirty (30) days prior to the expiration of the Lease Term, considering the possible month to month exception if no recourse dollars are still being received. In addition, the written notice must specify a valid closing date. The closing date must occur before the original expiration date of the Lease Agreement, or in writing should it be prior to end of lease term.

OPTION CONSIDERATION. Nonrefundable option consideration in the amount of \$1,400.00 paid by the Tenant as consideration for this Option to Purchase Agreement, shall be credited to the purchase price at closing if the Tenant timely exercises the option to purchase. If the Tenant doesn't exercise the option to purchase, the Tenant shall forfeit the nonrefundable option consideration.

EXCLUSIVITY OF OPTION. This Option to Purchase Agreement is exclusive and non-assignable and exists solely for the benefit of the named parties above. Should Tenant attempt to assign, convey, delegate, or transfer this option to purchase without the Landlords express written permission, any such attempt shall be deemed null and void.

CLOSING AND SETTLEMENT. Tenant agrees that closing costs in their entirety, including any points, fees, and other charges required by the third-party lender, shall be the sole responsibility of Tenant. The only expenses related to closing costs apportioned to Landlord shall be the pro-rated share of the property taxes due at the time of closing, owner title policy, and warranty deed, for which Landlord is solely responsible.

REMEDIES UPON DEFAULT. If Tenant defaults under this Option to Purchase Agreement or the Lease Agreement, then in addition to any other remedies available to Landlord in accordance with Texas law, Landlord may terminate this Option to Purchase by giving written notice of the termination. If terminated, the Tenant shall lose entitlement to any refund of rent or option consideration. For this Option to Purchase Agreement to be enforceable and effective, the Tenant must comply with all terms and conditions of the Lease Agreement.

ACKNOWLEDGMENTS. The parties are executing this Option to Purchase Agreement voluntarily and without any duress or undue influence. The parties have carefully read this Option to Purchase Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Lindsay Bliss Ross
PO BOX 807
Mount Vernon, Texas 75457

TENANT:

Brown Paw Apparel, LLC
111 East Dallas Street
Mount Vernon, Texas 75457

Such addresses may be changed from time to time by either party by providing notice as set forth above. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Texas.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by both parties.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

By: 

Date: 

Lindsay Bliss Ross

TENANT:

By:

Brown Paw Apparel, LLC

Melissa Davis

Date: 



2/50/92
Lindsey Blum

March 2nd 1892