

AGREEMENT
Between the
CITY OF LEWISVILLE
And

The Friends of LLELA (Lewisville Lake Environmental Learning Area)

THIS AGREEMENT (“Agreement”) is made by and between the City of Lewisville (“City”), a municipality in the State of Texas and the Friends of LLELA (“FOL”), a Texas non-profit organization (collectively, the “Parties”).

WHEREAS, the mission of the City’s Parks and Recreation Department is to create a thriving community through nature and play by providing recreational and educational opportunities for socialization and activity, developing, and maintaining parks, trails, and public spaces, and preserving and restoring our natural resources; and

WHEREAS, the Lewisville Lake Environmental Learning Area (LLELA), Denton County, Texas, is 2,700 acres of land below the Lewisville Lake Dam, created in the 1990’s, owned by the United States Army Corps of Engineers (USACE) and leased to partners consisting of the City, Lewisville Independent School District (LISD) and the University of North Texas (UNT) (collectively, the “Partners”) for fish and wildlife management, environmental research and education, and habitat restoration purposes; and

WHEREAS, the City has charged the Parks and Recreation Department with maintaining, preserving, and providing recreational and educational programs at LLELA; and

WHEREAS, LLELA’s vision is to preserve and restore native Texas ecosystems and biodiversity while providing opportunities for environmental education, research, and recreation; to heal the land and restore the bond between people and nature, ensuring the preservation of our natural heritage for the future; and

WHEREAS, FOL was incorporated on July 28, 2013, and operates as a non-profit organization separate from the city, and is governed by an independently selected Board of Directors, none of whom are employees of the City; and

WHEREAS, FOL is organized to assist in the promotion, interpretation, and operation of LLELA as a fund raising and service group; the goal of FOL is to help in the overall operation of LLELA through sponsoring events, helping fund projects, and raising awareness of LLELA as an asset to the community and surrounding area; and

WHEREAS, the Partners and FOL have adopted the Green Centerpiece Master Strategy (GCMS) to create the common vision for the City’s parks and open spaces adjacent to Lewisville Lake and the Elm Fork of the Trinity River, including LLELA; and

WHEREAS, the GCMS outlines specific principles, policies, decisions, and action steps to move the community toward the GCMS’s stated vision and references the FOL as “a non-profit organization established to support the programs and the ecosystem of LLELA”; and

WHEREAS, LLELA is the largest area addressed in the GCMS; and

WHEREAS, the City and FOL are long-standing partners in the pursuit of their respective visions; and

WHEREAS, the City finds that the support FOL provides is valuable to LLELA and the City through restoration, preservation, education, and research programs to inspire the citizens of Lewisville toward effective environmental stewardship; and

WHEREAS, the City finds that the services provided by FOL promote the health, safety, and welfare of the citizens of Lewisville toward effective environmental stewardship; and

WHEREAS, the City and FOL wish to assure the continued success and prosperous growth of Lewisville by memorializing the responsibilities and obligations through this Agreement; and

WHEREAS, because of the above-stated benefits, the City Council finds that this Agreement will serve a public purpose and contains sufficient controls to ensure that the public purpose is carried out.

THEREFORE, in consideration of the mutual efforts to support the growth and quality of life in the City, the City and FOL agree as follows:

Section 1. Responsibilities of FOL

FOL shall, during the Term of this Agreement:

- A. Promote and encourage the protection, preservation restoration, maintenance and public use of the land and historic structures in LLELA through volunteer activities, public awareness, needs assessment, fundraising, and education.
- B. Collaborate with the City towards shared goals and plans.
 - a. Meet monthly with City staff to review plans and foster activities, teamwork, projects, and fundraising.
 - b. Consider with City staff any recommendations, target dates, and action items resulting from mutually established committees and/or leadership with UNT and LISD.
 - c. Collaborate with City staff to expedite plans which have immediate needs and impacts to LLELA.
- C. Share information about City programs which align with FOL's mission with FOL contacts, volunteers, and on FOL social media platforms.
- D. Provide information and assistance to City staff upon request in order to support City grant-writing and recognition efforts.
- E. Assist the City in promoting the protection and wise management of the diverse resources within LLELA.
- F. Provide information and reports for development of city reports and communication documents.
- G. With input from City staff and other Partners, develop and execute an annual plan of work and activities to be submitted for review and approval by the Director of Parks and Recreation. The annual plan will summarize the activities, fundraising, events, and projects to be completed over the next twelve months to ensure continuity and reduce conflicts with Partners or the USACE.

- a. FOL and City staff shall plan and hold, at a to be determined City facility, an annual planning meeting in December of every year.
 - b. The goal of the planning meeting is to develop a written goals document that may be referenced throughout the year, including but not limited to FOL plans, improvements, programming, special events and calendar coordination for the upcoming year.
 - c. The items contained within the goals document may be amended throughout the year with written approval from the City's Director of Parks and Recreation, LISD and UNT.
 - d. Depending on the complexity of the projects determined at the planning meeting, a separate project plan may be required. The separate project plan shall provide details to accomplish the project, including specific tasks, steps, funding sources, responsibilities, timelines, and resources.
 - e. The scope of activities shall comply with the FOL's by-Laws, certificate of incorporation, and applicable Internal Revenue Code requirements.
 - f. FOL shall not begin any work or any activity that is beyond any pre-approved plans prior to receiving approval from the City's Director of Parks and Recreation.
 - g. The annual plan of work and activities shall be attached to this Agreement as Exhibit A and incorporated into this Agreement as if laid out in its entirety herein. The annual plan shall be updated annually and may be amended as needed by FOL with the prior written approval of the City's Director of Parks and Recreation.
- H. Work with the City for projects that include special considerations including but not limited to:
- a. Artifacts or collections
 - b. Sub-contractors
 - c. Capital Projects
 - d. Grant Submissions
- I. Provide an annual report of FOL activities in a form approved by the City's Director of Parks and Recreation to the City's Director of Parks and Recreation within the first quarter of each calendar year of the Term, including renewals.
- J. Permit the City to review FOL's records pertaining to the events, programs, and funding addressed by this Agreement.
- K. Coordinate with the City's Director of Parks and Recreation or her designee when planning to have FOL volunteers perform work at LLELA or on City-owned property.
- L. Ensure that all volunteers coordinated by FOL who are performing work at LLELA or on City-owned property under this Agreement have received a copy of the attached Adult Participant Liability Release (Exhibit B), or for a minor volunteer, a parent or legal guardian has received a copy of the attached Minor Participant Liability Release (Exhibit C), prior to starting the work. When FOL requires such volunteers to execute an FOL

release form, FOL shall include a copy of each release with FOL's release form, and shall include the following provision in the FOL release form: "For Friends of LLELA activities which may take place on property owned by the City of Lewisville, we have reviewed the attached Adult Participant Liability Release or Minor Participant Liability Release, as applicable, and we understand and agree that participation in such activities demonstrates our acceptance of the terms outlined therein."

- M. Work toward entering into partnership agreements with LISD and UNT in substantial conformance with this Agreement upon execution of this Agreement.
- N. Comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws in the performance of any responsibilities outlined in this Agreement.

Section 2. Responsibilities of City

Subject to availability of City facilities, resources, and funds at the time of request by FOL, the City, through its Director of Parks and Recreation, shall, during the Term of this Agreement:

- A. Grant FOL access to LLELA for the purpose of supporting operations by sponsoring events, helping fund projects and raising the awareness of LLELA as an asset to the community and surrounding areas on behalf of the City, subject to the terms of this Agreement.
- B. Assist FOL by suggesting potential donors, and coordinating events in order to leverage fundraising resources.
- C. Provide space for meetings, and special events and resources, when available, to the FOL where appropriate.
- D. Participate in meetings as an ex-officio member of the Board of Directors of the FOL as identified in the by-laws.
- E. Appoint a City staff designee for FOL to facilitate direct communication and participate in levels deemed appropriate.
- F. Allow FOL to use the name and images of the City for promotional and educational purposes and events and programs contemplated under this Agreement. FOL must receive prior written approval from the City for all communications and information using the City's name and images of the City.
- G. Provide information and assistance to FOL upon request in order to support FOL grant-writing and recognition efforts.
- H. Share information about FOL's LLELA programs through City media outlets and digital platforms.

Section 3. Compliance with the Lease Agreement.

- A. The Parties acknowledge and agree that all capital investments and improvements at LLELA resulting from this Agreement shall be owned by the Partners, except as otherwise provided in compliance with the Lease Agreement (Exhibit D).

- B. The Parties acknowledge and agree that the Partners hold jurisdiction and final decision authority over LLELA grounds and interests in compliance with the Lease Agreement (Exhibit D). The Parties agree to ensure any work FOL agrees to perform at LLELA complies with the Lease Agreement attached hereto as Exhibit D and the annual plan attached hereto as Exhibit A before FOL performs such work. If a Partner objects to said work, FOL shall cease the work until agreement among the Partners is reached.

Section 4. Term. This Agreement shall be effective upon execution by both Parties, with a term of five (5) years (the "Term"). The Agreement shall automatically renew for additional five (5)-year terms unless amended by mutual written agreement or terminated for any reason or no reason upon sixty (60) days written notice by either party.

Section 5. Termination. During the term, either Party may terminate this Agreement early by one party giving the other party thirty (30) days prior written notice of its intention to terminate this Agreement.

Section 6. Waiver. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

Section 7. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.

Section 8. Independent Contractors. FOL shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the acts outlined in this Agreement. No term or provision herein or act of the City shall be construed as changing that status. City employees shall remain employees of the City, notwithstanding the fact that they may assist FOL.

Section 9. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 10. Confidential Information. To the extent allowed by law, the City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.

Section 11. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

To the City: City of Lewisville
 Attn: Director of Parks and Recreation
 191 Civic Circle
 Lewisville, TX 75067

To FOL: President
 Friends of LLELA
 500 E. Jones St.
 Lewisville, TX 75057

Section 12. Insurance Requirements. FOL shall maintain General Liability coverage at least in the amount of \$500,000/occurrence and \$1,000,000/aggregate for bodily injury, personal injury and property damage. Policy will include coverage for premises-operations, broad form contractual liability, products and completed operations, personal injury and broad form property damage. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of FOL, products and completed operations of FOL, premises owned, occupied or used by FOL. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

Section 13. Indemnity. FOL AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FOL'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY FOL, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF FOL AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO FOL'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

Section 14. Governing Law and Venue. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.

Section 15. Governmental Immunity. Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.

Section 16. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 17. Entire Agreement. This Agreement is the entire agreement of the Parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by FOL, and no amendment to the Agreement shall be made except upon the written agreement of the Parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.

Section 18. Approval. By signature below, the Parties agree to the provisions and terms of this Agreement. There may be no modification to this Agreement, except in writing, executed by the authorized representatives of the City and FOL.


(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties, by their duly authorized agents, have executed and entered into this Agreement on the ____ day of ____, 2024.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council _____

Friends of LLELA (FOL)

By: _____
Claire Powell, City Manager


By: _____
Scott Kiester, President

Date: _____

Date: 04/24/2024

Attest: _____
Thomas Harris III, City Secretary

Attest:

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

EXHIBIT A –ANNUAL PLAN

EXHIBIT B – ADULT PARTICIPANT LIABILITY RELEASE CITY OF LEWISVILLE
ADULT PARTICIPANT LIABILITY RELEASE
ACTIVITY: _____

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

I am over the age of 18 years of age and, have upon my own free will, requested to participate in the activity listed above on property owned by the City of Lewisville. I understand that I am not participating in this activity as a City of Lewisville volunteer. I fully understand and assume all risks by me agreeing to the terms of this release and indemnification and by participating as a volunteer.

In consideration of being allowed to volunteer, I voluntarily and knowingly agree to the terms of this release and indemnification with the express intention of effecting the extinguishment of any and all claims against the City of Lewisville, Texas, its departments, officers, employees, agents, successors, assigns, sponsors and volunteers assisting in City activities, which may result from the agreement as herein designated above.

I, with the intention of binding myself, my heirs, executors, administrators, and assigns, do hereby expressly release and discharge, all claims, demands, actions, judgments, and executions which I ever had, or now have or may have, or which my heirs, executors, administrators, or assigns may have, or claim to have, against the City of Lewisville, and/or its departments, its agents, officers, servants, successors, assigns, sponsors, volunteers, or employees, created by, or arising out of personal injuries, known or unknown, and injuries to property, real or personal, caused by or arising out of, that sequence of events which occur from the agreement as herein designated above, or which may arise directly or indirectly from the performance of or created by or arising out of my participation as a volunteer during times of this indemnity agreement and, I shall fully defend, protect, indemnify, and hold harmless the City of Lewisville, Texas, and/or its departments, agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of the City of Lewisville, Texas, and/or its departments, agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection therewith which may be made or asserted by myself, my agents, my successors, my assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection with the performance of this agreement and from my participation in the above-listed activity and, I agree to indemnify and hold harmless the City of Lewisville, Texas, and/or its departments, and/or its officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages I may suffer as a result of claims, demands, costs, or judgments against the City and/or, its departments, its officers, agents, servants, or employees, created by, or arising out of the agreement herein designated above and from my participation in the above-listed activity INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF LEWISVILLE AND/OR THE PARTIES TO THIS AGREEMENT. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY ME TO INDEMNIFY AND PROTECT THE CITY OF LEWISVILLE, TEXAS AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY OF LEWISVILLE, TEXAS AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES OR VOLUNTEERS, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

I promise to assume liability for payment, and hold harmless the City, its officers, employees, sponsors, volunteers, or agents, of medical expenses arising from said medical care for any injury arising from my participation in the above-listed activity.

I hereby give the City the right to photograph, televise, film, and sound record my acts, appearances, and utterances of me and to use any descriptive words or names, including my name in conjunction therewith and without limit as to the time, to produce and reproduce the same or any part thereof by any method, and to use for any purpose which the City deems proper. All such photographs, teletapes, films, and sound

recordings shall be the exclusive property of the City, and I hereby relinquish all rights, title, and interest therein.

I have read this release and indemnification and understand all its terms, and I understand that my participation in the above-listed activity demonstrates my acceptance of the terms outlined herein.

EXHIBIT C – MINOR PARTICIPANT LIABILITY RELEASE FORM
CITY OF LEWISVILLE
MINOR PARTICIPANT LIABILITY RELEASE
ACTIVITY: _____

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

I am the parent or legal guardian of the participating minor child, and I acknowledge that I am over the age of 18 years of age and, have upon my own free will, requested that the participating minor child be allowed to participate in the activity listed above on property owned by the City of Lewisville. I understand that the participating minor child is not participating in this activity as a City of Lewisville volunteer. I fully understand and assume all risks by me entering this release and indemnification and by the participating minor child participating as a volunteer.

In consideration of the participating minor child being allowed to volunteer, I voluntarily and knowingly execute this release and indemnification with the express intention of effecting the extinguishment of any and all claims against the City of Lewisville, Texas, its departments, officers, employees, agents, successors, assigns, sponsors and volunteers assisting in City activities, which may result from the agreement as herein designated above.

I, with the intention of binding myself, my heirs, executors, administrators, and assigns, do hereby expressly release and discharge, all claims, demands, actions, judgments, and executions which I, or the participating minor child, ever had, or now have or may have, or which my heirs, executors, administrators, or assigns may have, or claim to have, against the City of Lewisville, and/or its departments, its agents, officers, servants, successors, assigns, sponsors, volunteers, or employees, created by, or arising out of personal injuries, known or unknown, and injuries to property, real or personal, caused by or arising out of, that sequence of events which occur from the agreement as herein designated above, or which may arise directly or indirectly from the performance of or created by or arising out of the participating minor child's participation as a volunteer during times of this indemnity agreement and, I shall fully defend, protect, indemnify, and hold harmless the City of Lewisville, Texas, and/or its departments, agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of the City of Lewisville, Texas, and/or its departments, agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection therewith which may be made or asserted by myself or the participating minor child, my agents, my successors, my assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection with the performance of this agreement and from the participating minor child's participation in the above-listed activity and, I agree to indemnify and hold harmless the City of Lewisville, Texas, and/or its departments, and/or its officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages the below listed minor child may suffer as a result of claims, demands, costs, or judgments against the City and/or, its departments, its officers, agents, servants, or employees, created by, or arising out of the agreement herein designated above and from the participating minor child's participation in the above-listed activity INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF LEWISVILLE AND/OR THE PARTIES TO THIS AGREEMENT. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY ME TO INDEMNIFY AND PROTECT THE CITY OF LEWISVILLE, TEXAS AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY OF LEWISVILLE, TEXAS AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES OR VOLUNTEERS, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

I promise to assume liability for payment, and hold harmless the City, its officers, employees, sponsors, volunteers, or agents, of medical expenses arising from said medical care for any injury arising from the participating minor child's participation in the above-listed activity.

I hereby give the City the right to photograph, televise, film, and sound record the participating minor child's acts, appearances, and utterances and to use any descriptive words or names, including the participating minor child's name in conjunction therewith and without limit as to the time, to produce and reproduce the same or any part thereof by any method, and to use for any purpose which the City deems proper. All such photographs, teletapes, films, and sound recordings shall be the exclusive property of the City, and I hereby relinquish all rights, title, and interest therein.

I, the undersigned, have read this release and indemnification and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

EXHIBIT D – LEASE AGREEMENT