

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Acknowledgement

Harris County and AAG, Inc. previously entered into an agreement for Harris County Precinct 1 to display artwork, including sculpture, at the Tom Bass Community Center and in Commissioner Precinct 1 offices. Over the course of time AAG, Inc. has placed additional pieces of art on loan for display to the Commissioner of Harris County Precinct 1.

AAG, Inc. and the Commissioner of Harris County Precinct 1 desire to continue and expand the relationship which has been established as part of Precinct 1's public art program that highlights the historical and cultural significance of African art. AAG, Inc. is committed to sharing and promoting the gulf coast region's cultural diversity through the display of it's art.

AAG, Inc. acknowledges that the basic terms of the initial oral agreement between it and the Commissioner Harris County Precinct 1 are as follows:

Commissioner Harris County Pct. I would have access to display the loaned art during his term in office. AAG, Inc. acknowledges that the loan period would extend beyond the incapacity or death of Sam Njunuri, its owner, and become an obligation of his estate.

AAG, Inc. is responsible for inventorying all art loaned to Harris County Precinct 1. AAG, Inc. has waived all claims to protest regarding art which is currently located at Harris County as it has not provided an inventory prior to the delivery of the art.

AAG, Inc. represents to Harris County Commissioner Precinct 1, understanding that Harris County Commissioner Precinct 1 is relying on the representation, that AAG, Inc. is the sole and legal owner and holder of the art and that no other entity or person has any rights thereto. AAG, Inc. will retain all ownership rights to the Art, and will not assign any of such rights without first notifying Harris County Commissioner Precinct 1.

AAG, Inc. will maintain, repair, and insure the art during the term of the loan period. Harris County and Harris County Precinct 1 Commissioner will not be responsible in any way for the

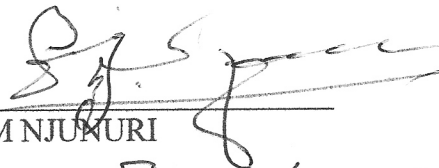
damage, destruction, or theft of the Art, either in whole or in part. If the art is in immediate danger of being damaged by flooding, water, or fire, County may move the art to a safe location.

Either AAG, Inc. or the Harris County Precinct 1 Commissioner may terminate this agreement with reasonable notice to the other. Reasonable notice is generally defined as no less than thirty (30) days' notice. At which time AAG, Inc. will be responsible for removing, packing and delivering all art to a location that it has designated.

AAG, Inc. further acknowledges that it will need to execute a renewal agreement with Harris County which will appear for approval on an upcoming Harris County Commissioner Court Agenda. Notwithstanding any provisions of this acknowledgement, that agreement, once executed, will be controlling.

Signed this 1st day of February, 2020.

AFRICAN ART GLOBAL, INC.

By: 

SAM NJUNURI

Printed Title: SAM NJUNURI