



# COMMERCIAL LEASE

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14108 Bandera Rd Ste 4

CONCERNING THE LEASED PREMISES AT Helotes, TX

between Legacy Helotes, LLC (Landlord)

and The Meadows Texas, LLC (Tenant).

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**1. PARTIES:** The parties to this lease are:

Landlord: Legacy Helotes, LLC ; and

Tenant: The Meadows Texas, LLC  
10617 Alta Loma, Helotes, Tx 78023

**2. LEASED PREMISES:**

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number 4 containing approximately 1400 square feet of rentable area ("rsf") in The Legacy at Helotes (project name) at 14108 Bandera Rd Ste 4 (address) in Helotes (city), Bexar (county), Texas, which is legally described on attached Exhibit A or as follows:  
Legal Description: CB 4524G BLK 1 LOT 111 (GOODSON SUBD)  
Geographic ID: 04524-701-1110

(2) **Single-Tenant Property:** The real property containing approximately \_\_\_\_\_ square feet of rentable area ("rsf") at: \_\_\_\_\_ (address) in \_\_\_\_\_ (city), \_\_\_\_\_ (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows:  
\_\_\_\_\_  
\_\_\_\_\_

B. If Paragraph 2A(1) applies:  
(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and  
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area  will  will not be adjusted if re-measured.

**3. TERM:**

A. **Term:** The term of this lease is 60 months and 0 days, commencing on: one hundred eighty days after the Landlord tenders possession (Commencement Date) and ending on \_\_\_\_\_ (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant

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for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the \_\_\_\_\_ day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. **Certificate of Occupancy:** Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

**4. RENT AND EXPENSES:**

A. **Base Monthly Rent:** On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit \_\_\_\_\_ or as follows:

Dates		Rate per rentable square foot ( <i>optional</i> )		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
<b>Month 1</b>	<b>Month 12</b>	<b>2.50</b> / rsf / month	<b>30.00</b> / rsf / year	<b>3,500.00</b>
<b>Month 13</b>	<b>Month 24</b>	<b>2.57</b> / rsf / month	<b>30.90</b> / rsf / year	<b>3,605.00</b>
<b>Month 25</b>	<b>Month 36</b>	<b>2.65</b> / rsf / month	<b>31.83</b> / rsf / year	<b>3,713.15</b>
<b>Month 37</b>	<b>Month 48</b>	<b>2.73</b> / rsf / month	<b>32.78</b> / rsf / year	<b>3,824.54</b>
<b>Month 49</b>	<b>Month 60</b>	<b>2.82</b> / rsf / month	<b>33.77</b> / rsf / year	<b>3,939.28</b>
		/ rsf / month	/ rsf / year	

B. **Additional Rent:** In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (*Check all that apply.*):

- (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (2) Commercial Lease Addendum for Parking (TXR-2107)
- (3) \_\_\_\_\_

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. **First Full Month's Rent:** The first full monthly rent is due on or before \_\_\_\_\_ **one hundred eighty (180) days after the Landlord tenders possession** .

D. **Prorated Rent:** If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. **Place of Payment:** Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **Legacy Helotes, LLC**  
 Address: **To Be Determined**

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- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ **100.00** for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

*(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)*

- J. Expense Reimbursement. In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.
- (1) Reimbursable Periods. Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) Definitions:

- (a) "Tenant's pro rata share" is **7.740** %.
- (b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

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(e) *"Structural"* means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

(f) *"Roof"* means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3) Method: The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: "CAM" does not include taxes and insurance costs.

(a) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year \_\_\_\_\_ for:  taxes;  insurance;  CAM;  structural; and  \_\_\_\_\_.

(b) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ \_\_\_\_\_ per square foot per year for:  taxes;  insurance;  CAM;  structural;  roof replacement; and  \_\_\_\_\_.

(c) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for:  taxes;  insurance;  CAM;  structural;  roof replacement; and  **Admin/Management Fees** \_\_\_\_\_.

(4) Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 22386 rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
<b>0.71</b> / rsf / month	<b>8.50</b> / rsf / year

(5) Reconciliation: Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

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**5. SECURITY DEPOSIT:**

- A. Upon execution of this lease, Tenant will pay \$ 4,930.95 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

**6. TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

**7. UTILITIES:**

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. After-Hours HVAC Charges: "HVAC services" means heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*

- (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

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- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ \_\_\_\_\_ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

**8. INSURANCE:**

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
- (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
- (a) \$1,000,000; or
- (b) \$2,000,000.
- If neither box is checked the minimum amount will be \$1,000,000.
- (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
- (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

**9. USE AND HOURS:**

- A. Tenant may use the leased premises for the following purpose and no other: **Frozen custard shop selling frozen desserts and ancillary items**

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- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): **Minimum Hours of 11A.M. to 9P.M., 7 Days a week. Outside of standard operating hours, tenant is permitted to close for National Holidays.**

**10. LEGAL COMPLIANCE:**

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
  - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
  - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
  - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
  - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
  - (6) the permanent or temporary storage of any hazardous material; or
  - (7) \_\_\_\_\_
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

**11. SIGNS:**

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

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**14108 Bandera Rd Ste 4**Commercial Lease concerning: **Helotes, TX****12. ACCESS BY LANDLORD:**

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

**13. MOVE-IN CONDITION:** Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

**14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:**

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**15. MAINTENANCE AND REPAIRS:**

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles.  Landlord  Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

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condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Foundation, exterior walls and other structural components .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Glass and windows .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) Fire protection equipment .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) Fire sprinkler systems .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Parking areas and walks .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Electrical systems, mechanical systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Ballast and lamp replacement .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) HVAC system replacement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Signs and lighting: .....			
(a) Pylon .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Fascia .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Monument .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Directional .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Other: <b>SEE SIGN CRITERIA</b> .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) Fences and Gates .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(19) Storage yards and storage buildings .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) Wood-destroying insect treatment and repairs .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(21) Cranes and related systems .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(23) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant  is  is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.



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- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. **LIENS**: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. **LIABILITY**: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

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Initialed for Identification by Landlord: DS DA, \_\_\_\_\_, and Tenant: DS JJK, DS Vk

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B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

**19. INDEMNITY:** Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

**20. DEFAULT:**

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:

(1) any lost rent;

(2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;

(3) repairs to the leased premises for use beyond normal wear and tear;

(4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;

(5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;

(6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;

(7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;

(8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and




(9) any other recovery to which Landlord may be entitled under this lease or under law.

**21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:**

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to:

(a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

**22. HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for

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any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

**23. LANDLORD'S LIEN AND SECURITY INTEREST:** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

**24. ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

**25. RELOCATION:**



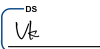
- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

**26. SUBORDINATION:**

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
  - (2) all advances made under any such lien, encumbrance, or ground lease;
  - (3) the interest payable on any such lien or encumbrance;
  - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
  - (5) any restrictive covenant affecting the leased premises or the Property; and
  - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

**27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:**

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: \_\_\_\_\_

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C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: Core Commercial
Agent: Rudy Montez
Address: 10 Dominion Dr Ste 2201. San Antonio, Tx. 78257
Phone & Fax: (210)201-0061
E-mail: rmontez@corecommercialsa.com
License No.: 683535

Cooperating Broker: Endura Advisory Group GP, LLC
Agent: Walker Petty
Address: 9311 San Pedro Ave, Ste 850
San Antonio, TX 78216
Phone & Fax: (210)275-2812
E-mail: wpetty@endurasa.com
License No.: 763807

Principal Broker: (Check only one box)
[X] represents Landlord only.
[ ] represents Tenant only.
[ ] is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

- [X] (1) Principal Broker's fee will be paid according to: (Check only one box).
[X] (a) a separate written commission agreement between Principal Broker and:
[X] Landlord [ ] Tenant.
[ ] (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
[ ] (2) Cooperating Broker's fee will be paid according to: (Check only one box).
[ ] (a) a separate written commission agreement between Cooperating Broker and:
[ ] Principal Broker [ ] Landlord [ ] Tenant.
[ ] (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: The Legacy at Helotes
Address: To Be Determined
Attention:
Fax:

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and a copy to: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

Landlord also consents to receive notices by e-mail at: \_\_\_\_\_

Tenant at the leased premises,

and to: The Meadows Texas, LLC,  
Address: 10617 Alta Loma, Helotes, Tx 78023  
Attention: John and Venessa Kodosky  
Fax: \_\_\_\_\_


and a copy to: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

Tenant also consents to receive notices by e-mail at: themedowshelotes@gmail.com

**35. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this lease. (If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)

**36. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

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- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.
- J. Counterparts: If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

**37. EFFECTIVE DATE:** The effective date of this lease is the date the last party executes this lease and initials any changes.

**38. LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: \_\_\_\_\_

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**Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.**

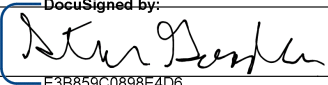
Landlord: Legacy Helotes, LLC

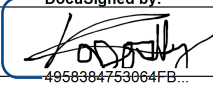
Tenant: The Meadows Texas, LLC

10617 Alta Loma, Helotes, Tx 78023

By: \_\_\_\_\_

By: \_\_\_\_\_

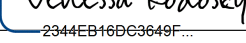
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By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_



## COMMERCIAL LEASE ADDENDUM FOR OPTION TO EXTEND TERM

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### ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 14108 Bandera Rd Ste 4, Helotes, TX

- A. At Tenant's option, Tenant may extend the term of above-referenced lease for 2 additional term(s) of 60 months each. The first additional term commences upon the expiration of the term stated in the lease and any subsequent additional term commences upon the expiration of the then applicable extended term.
- B. Tenant may exercise Tenant's option(s) to extend under Paragraph A only by providing written notice to Landlord at least 90 days before the end of the then current term of the lease.
- C. Tenant may not exercise Tenant's option(s) to extend under Paragraph A if the lease is terminated before Tenant exercises its option to extend or Tenant is in breach of the lease at the time Tenant exercises its option to extend.
- D. During the additional term(s), all provisions of the lease will continue as in effect immediately before the extension(s) commences except the base monthly rent during the additional term(s) will be:  
(Check (1), (2) or (3) only.)

X (1)	Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
	From	To	\$ Monthly Rate	\$ Annual Rate	
			/rsf/month	/rsf/year	See Special Provisions
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	

- (2) adjusted to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items", issued by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment will be determined by multiplying the base monthly rent for the last month of the lease by the following fraction: (i) the numerator will be the published index number for January in the year the additional term commences; and (ii) the denominator will be the published index number for January in the year in which the original lease term commences.
  - (3) the prevailing rental rate on the 45th day before the additional term commences for premises of comparable size, quality, condition, improvements, utility, location, and length of term for tenant's of similar credit standing as Tenant.
- E. If Paragraph D(3) applies and the parties do not agree on the amount of the prevailing rental rate for the additional term before the 30th day before the additional term commences, each party will employ a state-certified appraiser and deliver the appraiser's written opinion of the prevailing rental rate to the other

(TXR-2104) 07-08-22      Initialed for Identification by Landlord: DA, \_\_\_\_\_, and Tenant: JJK, V      Page 1 of 2

14108 Bandera Rd Ste 4  
Helotes, TX

Addendum for Option to Extend Term concerning

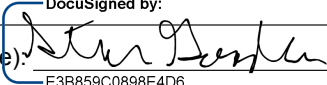
party not later than the 15th day before the additional term commences. If the appraisers' opinions do not vary by more than 10%, the prevailing rental rate will be the average of the two opinions. If the appraisers' opinions vary by more than 10%, the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, the prevailing rental rate will be the average of the two opinions that are closest in amount. If either party fails to employ or timely deliver an appraiser's opinion as required by this paragraph, the opinion rendered by the appraiser employed by the other party will determine the prevailing rental rate.

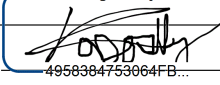
F. Special Provisions:

**Tenant will have two (2) options to renew for five (5) years with annual increases of three percent (3%) on the Minimum Guaranteed Rent.**

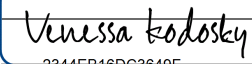
Landlord: Legacy Helotes, LLC

Tenant: THE MEADOWS TEXAS, LLC

By: \_\_\_\_\_  
DocuSigned by:  
By (signature):   
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
DocuSigned by:  
By (signature):   
Printed Name: \_\_\_\_\_  
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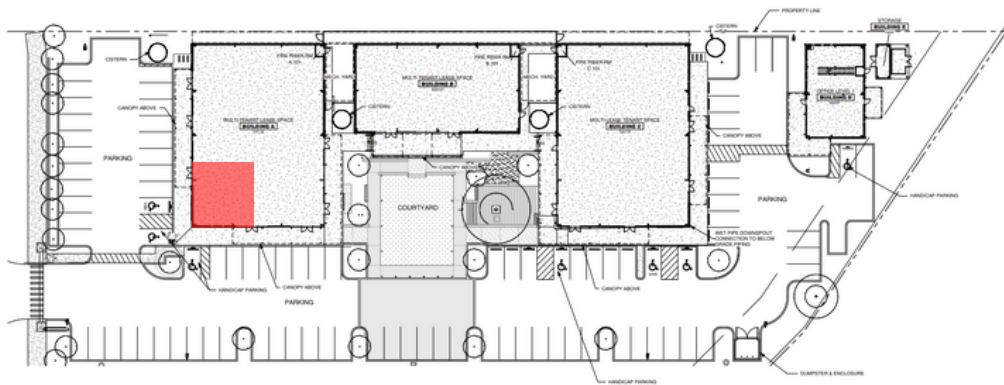


SIGN CRITERIA EXHIBIT

[To be inserted]



# Premises Exhibit

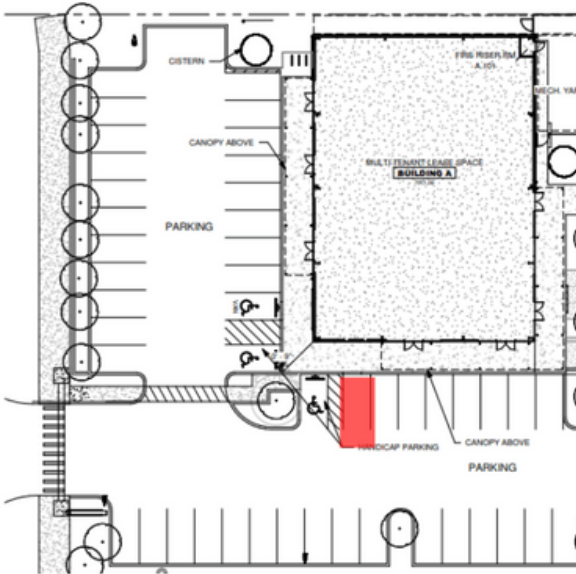


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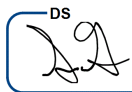
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JTK

DS  
[Signature]

# Parking Exhibit



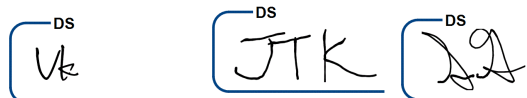
Tenant shall have nonexclusive rights for 15 minute parking space, shown in Parking Exhibit.

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<sup>DS</sup> <sup>DS</sup>  
 

EXCLUSIVE EXHIBIT

Tenant shall have the exclusive right to sell frozen custard, yogurt and ice cream provided the sale of other tenants do not exceed 10 percent (10%) of sales of these items. Landlord shall not lease to Bahama Bucks or a similar Italian shaved ice type tenant. This shall not apply to a Mexican restaurant or snack shop. This shall also not apply to health based or alcohol iced items.



## GUARANTY

In order to induce LEGACY HELOTES, LLC, a Texas limited liability company ("**Landlord**") to execute the foregoing Shopping Center Lease (the "**Lease**") with THE MEADOWS TEXAS, LLC, a Texas limited liability company ("**Tenant**"), for a certain Premises in the Legacy Helotes in Bexar County, State of Texas, the undersigned ("**Guarantor**") (whether one or more than one) has guaranteed and by this instrument does hereby guarantee the payment and performance of all liabilities, obligations and duties (including, but not limited to, payment of rent) imposed upon Tenant under the terms of the Lease, as if Guarantor has executed the Lease as Tenant thereunder.

If requested by the Landlords, within sixty (60) days after the expiration of each calendar year, Guarantor shall prepare and deliver to Landlord, at the place where rental under the Lease is then payable, a financial statement of Guarantor from the preceding calendar year (or partial calendar year) certified to be correct and complete by an independent certified public accountant. All such statements shall be in such form as Landlord may require. If Guarantor shall fail to comply with any term, provision or covenant of this paragraph, it shall be deemed to be an event of default under the Lease.

Guarantor hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Tenant under the Lease, and waives diligence, presentment and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby.

Guarantor further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. Suit may be brought and maintained against Guarantor by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of Guarantor shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord or agreed upon by Landlord and Tenant, and shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of Tenant or its estate in bankruptcy, or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Federal Bankruptcy Code, or any similar law or statute of the United States or any State thereof. Landlord and Tenant, without notice or consent by Guarantor, may at any time or times enter into such extensions, amendments, assignments, subleases, or other covenants respecting the Lease as they may deem appropriate; and Guarantor shall not be released thereby, but shall continue to be fully liable for the payment and performance of all liabilities, obligations and duties of Tenant under the Lease as so extended, amended, assigned or otherwise modified including, without limitation, any period of time during which Tenant continues to occupy the Premises in excess of the Lease Term. Landlord shall not be required to make any demand on Tenant, apply any security deposit being held by Landlord on behalf of Tenant or any other credit in favor of Tenant, or otherwise pursue or exhaust its remedies against Tenant before, simultaneously with, or after enforcing its rights and remedies hereunder against Guarantor.

The validity of this Guaranty and the liability of Guarantor hereunder shall in no way be terminated, affected or impaired by the modification, limitation, release or discharge of Tenant in any bankruptcy or other proceeding, the rejection or disaffirmance of the Lease in any such proceeding or any disability of Tenant, the assumption and assignment or transfer of the Lease by Tenant or Tenant's bankruptcy trustee, or any other relief of Tenant from any of Tenant's obligations under the Lease by operation of law, Guarantor hereby waiving all suretyship defenses.

It is understood that other agreements similar to this Guaranty may, at Landlord's sole option and discretion, be executed by other persons with respect to the Lease. This Guaranty shall be cumulative of any such agreements and the liabilities and obligations of Guarantor hereunder shall in no event be affected or diminished by reason of such other agreements. Moreover, in the event Landlord obtains another signature of more than one guarantor on this page or by obtaining additional guaranty agreements, or both, Guarantor agrees that Landlord, in Landlord's sole discretion, may (i) bring suit against all guarantors of the Lease jointly and severally or against any one or more of them, (ii) compound or settle with any one or more of the guarantors for such consideration as Landlord may deem proper, and (iii) release one or more of the guarantors from liability. Guarantor further agrees that no such action shall impair the rights of Landlord to enforce the Lease against any remaining guarantor or guarantors, including Guarantor.

Notwithstanding the above, until such time as all of Tenant's obligations under the Lease are fully performed, Guarantor waives any rights that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this Guaranty, and subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease.

If the party executing this Guaranty is a corporation, then Guarantor's officer personally represents and warrants that the Board of Directors of such corporation, in a duly held meeting, has determined that this Guaranty may reasonably be expected to benefit the corporation and constitutes Guarantor's valid and legally binding agreement in accordance with the terms of the Lease.

Guarantor agrees that if Landlord shall employ an attorney to present, enforce or defend all of Landlord's rights or remedies hereunder, Guarantor shall pay any reasonable attorney's fees incurred by Landlord in such connection.

This Guaranty is a guaranty of payment and performance, not a guaranty of collection.

This Guaranty shall be binding upon Guarantor and the successors, heirs, executors and administrators of Guarantor, and shall inure to the benefit of Landlord and Landlord's heirs, executors, administrators, and assigns.


Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability hereunder.

The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant. However, Tenant shall not move to consolidate any such action with any action brought by Landlord against Tenant for the payment of rent.

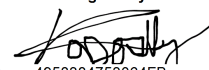
This Guaranty shall be governed by and construed in accordance with the laws of the State of Texas, applicable to agreements made and to be wholly performed within the State of Texas. Guarantor hereby consents to the jurisdiction of any competent court within Bexar County, Texas, in Landlord's discretion, including, without limitation, Federal Courts of the United States.

EXECUTED, THIS \_\_\_\_\_ day of 8/15/2022 ~~July, 2022~~ to be effective the same day as the effective day of the Lease.

**GUARANTOR:**

DocuSigned by:  
  
2344EB16DC3649F...  
Venessa Kodosky  
10617 Alta Loma  
Helotes, TX 78023

**GUARANTOR:**

DocuSigned by:  
  
4956384753004FB...  
John Kodosky  
10617 Alta Loma  
Helotes, TX 78023





**LANDLORD WORK LETTER  
(SHELL)**

This Exhibit is attached to and a part of that certain Shopping Center Lease executed by and between Legacy Helotes, LLC ("Landlord") and The Meadows Texas, LLC, a Texas limited liability company ("Tenant"). Defined terms used herein shall have the meanings given such terms in the Lease. Landlord and Tenant mutually agree as follows:

The following outline sets forth the division of responsibility . the construction work and materials between Landlord and Tenant for the Premises under the terms and conditions of the Lease. In every instance where responsibility is not specifically vested in Landlord under the provisions of this Exhibit, the responsibility shall be that of Tenant.

**I. Landlord's Work:**

Landlord shall deliver the Premises to Tenant with the following work ("Landlord's Work") Substantially Completed (as hereinafter defined), at Landlord's expense:

**A. BUILDING SHELL** as indicated on Exhibit "A" and including:

1. Tilt up concrete walls with EIFS or Masonry fascia.
2. Steel columns and steel roof joists with metal roof deck.
3. Single ply roofing.
4. Concrete slab with 5' leave out in rear. Tenant to pour leave out.
5. Straight aluminum and glass storefront provided 1 ¾" X 4 ½" aluminum with ¼" thick clear glass. Tenant to customize storefront as required.
6. Demising walls: 6-inch demising studs by Landlord. Such cost shall be split evenly by Tenant and Landlord and fifty percent (50%) of such cost shall be deducted from Tenant Improvement Allowance.

**B. MECHANICAL, FIRE PROTECTION AND ELECTRICAL PROVISIONS including:**

1. HVAC:
  - (a) Tenant to locate its HVAC in the HVAC zone shown on structural plans provided by Landlord.
2. GAS:
  - (a) 4 ounce gas service to outside rear wall of building; Tenant to confirm gas pressure with Landlord prior to construction; Tenant to run gas line from rear wall, up onto building roof and into Tenant space.
3. PLUMBING:
  - (a) 4" diameter sanitary sewer trunk line in rear of building for attachment by Tenant.
  - (b) 1 ½ " to 2" diameter water line overhead in rear of building with 1" valves at Tenant space.

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JTK <sup>DS</sup>  
Vr

<sup>DS</sup>  
AA

4. FIRE PROTECTION:

(a) If required by code, Landlord will provide base building sprinkler system for ordinary hazard including offsite monitoring. Tenant to drop heads and add heads as necessary for their space to meet code.

5. ELECTRICAL:

(a) Landlord will provide base building three phase electrical service at the rear exterior of the building including tap can/gutter with sufficient power for tenants use. Tenant to provide meter base, disconnect, conduit and wire from the base building service to their space.

6. TELEPHONE:

(a) A tap can is provided, on the rear outside wall of the building. Tenant to run conduit and phone lines to their space, inside rear wall of building.

**C. COMMON AND SITE AREAS:**

(a) Asphalt parking lot paving with general site lighting and landscaping.

**D. LOCATION OF FACILITIES** for the Shopping Center and for other tenant space:

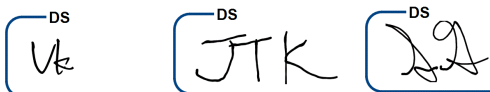
1. Landlord shall have the right to vertically and horizontally locate, alter, maintain or repair utility lines, ducts, flues, duct shafts, drains, sprinkler main and valves, and such other facilities within the Premises as are deemed necessary by Landlord as a result of engineering design or code requirements, whether or not such facilities will serve the Premises. These shall be located and shall be altered, repaired and maintained in such a manner as to cause minimum interference with Tenant's use of the Premises. Nothing contained in this paragraph shall render Landlord liable for compliance with Applicable Laws (as defined in the Lease) to the extent that Tenant is required to comply with Applicable Laws under the Lease or this Exhibit.

**II. Tenant's Work:**

Tenant, at Tenant's expense, shall perform all work, other than Landlord's Work set forth in this Exhibit, to put the Premises in condition to permit Tenant to conduct its business therein. The work to be performed by Tenant pursuant to the Final Working Drawings (hereinafter defined) is referred to herein as the "Tenant's Work". The cost of any work performed by Landlord's contractor at Tenant's expense shall become due and payable to Landlord prior to commencement of such work. The Tenant's Work shall be performed in strict accordance with the provisions of the Lease and the Exhibits thereto.

**A. CRITERIA, JURISDICTION AND CODES:**

1. The criteria and outline specifications set forth herein represent minimum standards for design, construction, finish and operation of the Premises by Tenant. Landlord reserves the right from time to time to revise these criteria and outline specifications as Landlord in its reasonable discretion deems fit.
2. This Shopping Center is being developed in and under the jurisdiction of the City of Helotes and the State of Texas. All design and construction work shall comply with all applicable statues, ordinances, rules, regulations and codes of the aforementioned jurisdictions, and all other, applicable regulations and requirements of the Landlord's fire insurance carriers, the requirements of any company or governmental body supplying utilities or services, all applicable federal building and



safety orders, statues, ordinances, rules regulations and codes, the requirements and regulations of any environmental protection agency, fire protection district, or quasi-governmental authority having jurisdiction over the Shopping Center.

**B. PERMITS, INSURANCE AND APPROVALS:**

1. Prior to commencement of construction by Tenant, Tenant shall obtain, at Tenant's expense, all necessary permits and approvals (including Tenant's signage) and post same upon the Premises as required thereby with a copy of the permit forwarded to Landlord. In the event that the sign permit is not available concurrently with the building permit, Tenant's contractor may begin construction provided that the other conditions of these rules and regulations are met. No signage may be installed without the Landlord's approval of the signage and its location. All through penetrations of the building exterior to be properly sealed, front and rear.
2. Prior to commencement of construction by Tenant, Tenant shall obtain, at Tenant's expense and deliver to Landlord a Certificate of Insurance meeting the requirements for Tenant's insurance set forth in the Lease.
3. Prior to commencement of construction, Tenant's contractors shall provide Landlord with evidence reasonably satisfactory to Landlord that each is covered under such workers compensation and employers' liability, public liability, builder's risk and property damage insurance as Landlord may reasonably request for its protection, and Landlord shall be named as an additional insured on Tenant's contractors insurance policies.
4. Tenant shall be required to obtain at Tenant's expense, and deliver to Landlord, a certificate of occupancy (CO) prior to opening the Premises for business.

**C. APPROVAL OF TENANT'S PLANS AND SPECIFICATIONS:**

1. If base building plans for the building in which the Premises are located are available as of the date of this Lease, Tenant shall, within sixty (60) days after the full execution of this Lease, at Tenant's expense, prepare and deliver to Landlord for approval, two sets of complete plans and specifications covering all of the proposed Tenant's Work, in such detail as Landlord may reasonably require, in full compliance with the Lease and the Exhibits attached thereto. If such base building plans are not available as of the date of this Lease, Tenant shall prepare and deliver the foregoing described plans and specifications to Landlord within sixty (60) days after Landlord notifies Tenant that base building plans are available for the building in which the Premises are located.
2. In the event Landlord shall notify Tenant that Tenant's plans and specifications are not approved, Tenant shall have ten (10) days from the date of Landlord's disapproval to revise the plans and specifications and resubmit them to Landlord for Landlord's approval. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from or modifies in any way Tenant's approved plans and specifications or any work not explicitly shown on said approved plans and specifications. The final plans and specifications for the Tenant's Work approved by Landlord and Tenant are herein referred to as the "Final Working Drawings".

**D. ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK:**

1. Design loads: The structural systems have been designed to carry the following allowable live loads, and loading imposed by any Tenant's work on a temporary or permanent basis shall not exceed the following allowable live loads:
  - (a) On-grade slabs: 200 psf.
  - (b) Roof: Tenant shall not make any installation whatsoever on the roof above the Premises or any other portion of the roof of the Shopping Center without Landlord's

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[Signature]

prior written authorization. Any roof penetration shall be performed by Landlord's approved roofing contractor.

- (c) Ceiling: 6 psf total for HVAC, plumbing, ceilings and other handling items.
- 2. Standard Project Details, as issued from time to time by Landlord's architect and as they pertain to Tenant's Work, shall govern with respect to such work. Such details shall be incorporated into the working drawings and specifications for the Premises.
- 3. Only new, first class materials shall be used in the performance of Tenant's Work.
- 4. Architectural work and finishes to be provided by Tenant.
- 5. Tenant to provide all insulation or other requirements to meet city regulations.
- 6. Tenant shall be responsible for provide electricity or other power during performance of the Tenant's Work. In no event shall Landlord be required to provide temporary power for Tenant's Work.

**E. PRECONSTRUCTION MEETING:**

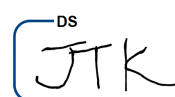
- 1. Tenant's general contractor must schedule and attend a pre-construction meeting a minimum of five (5) days prior to starting construction with the Landlord and/or Landlord's construction representative. Layout of Tenant's electrical service will be coordinated at the pre-construction meeting. Additionally, Tenant's general contractor shall attend any construction meetings called by Landlord during the course of construction of the Tenant's Work.

**III. Additional Terms:**

- 1. Landlord and Tenant agree to diligently pursue the approval of the Final Working Drawings, with neither party unreasonably withholding or delaying any such approvals. Such approval must be manifested by both parties initialing such drawings. Note: The exact size of the Premises will be determined by the Final Working Drawings. The square footage of the Premises set forth in Paragraph 2 of the Basic Lease Provisions, the Minimum Annual Rent set forth in Paragraph 3 of the Basic Lease Provisions, and all other sums payable under the Lease which are based on the size of the Premises, will be adjusted accordingly.
- 2. Upon approval of the Final Working Drawings by both Landlord and Tenant, and upon the building of which the Premises is a part being completed to such a degree to permit Tenant to construct the Tenant's Work and Landlord's tender of the Premises to Tenant, Tenant agrees to commence construction of the Tenant's Work and thereafter to diligently pursue the completion of the construction of Tenant's Work. All work not included in the Final Working Drawings, if any, must be approved by Landlord in writing, whose timely approval shall not be unreasonably withheld.
- 3. Placement and hauling of any trash or waste containers shall be at Tenant's sole expense, and the location of any such containers requires advance approval by Landlord. Use of Shopping Center dumpsters or compactors for construction trash and debris is strictly prohibited. Tenant, its contractors and subcontractors, shall remove all trash, debris and rubbish from the Premises at least once a week, and shall ensure that no trash, debris or rubbish is visible to the patrons of the Shopping Center. If at any time Tenant, its contractors or subcontractors fail to remove any such trash, debris or surplus materials, Landlord may remove same at Tenant's expense, and Tenant shall reimburse Landlord for such expenses upon demand by Landlord. Tenant and its contractors shall provide, at Tenant's sole cost and expense, a dumpster and a portable toilet for use by Tenant's contractor and subcontractors during construction of the Tenant's Work.
- 4. Tenant shall comply with the following rules and regulations regarding the Tenant's Work:

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<sup>DS</sup>  


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- (a) There will be no Tenant construction trailers allowed at the Shopping Center.
- (b) An access route will be identified for delivery of materials and equipment and for removal of debris and trash. No materials or trash may be transported through any other area during construction or through any common area during business hours.
- (c) All materials and equipment must be brought into the Premises through the rear door. Front doors are not to be closed on extension cords or propped open. No hard-wheeled carts are to be brought over the aluminum thresholds. The subsequent cost of any adjustments to the doors and closers or damage to the threshold will be charged to Tenant.
- (d) Landlord will not receive or accept delivery of any Tenant or contractor materials or equipment.
- (e) Tenant's general contractor will take whatever actions are necessary to ensure that dust, water, debris, fumes, etc., do not escape from the Premises.
- (f) No noise and vibration which may disturb neighboring spaces may occur during business hours. The general contractor shall cease any such activity immediately upon notification of such a problem.
- (g) Under no circumstances may any chemical, paint, solvent, drywall compound, or any other substance be dumped into any Shopping Center service area or parking lot drain.
- (h) The Premises will not contain a sprinkler system.
- (i) a charged and functional dry chemical fire extinguisher will be kept in the Premises.
- (j) All penetrations to the rear of the building in which is Premises is located shall be pre-approved by Landlord and coordinated with Landlord's representative and properly waterproofed. All roof penetrations shall be completed by Landlord's roofing contractor.
- (k) All exterior gas piping on the rear of the building in which the Premises is located must be painted to match the building.
- (l) Tenant's contractor shall provide electrical and phone conduits inside of the building in which the Premises are located at bar joist level to the mains service points at the rear of the building. Phone conduit to include pull string.

5. Upon completion of the Tenant's Work, Tenant shall furnish Landlord:

- (a) a Certificate of Occupancy issued by the municipality in which the Premises are located or other evidence satisfactory to Landlord that the improvements have been approved by such municipality;
- (b) True and correct original releases or waivers of lien from general contractor;
- (c) Evidence of all costs of construction of the improvements to the Premises;
- (d) Completed Form W-9; and
- (e) Certification by a Texas Registered Accessibility Specialist that the Premises has been constructed in accordance with the Texas Architectural Barriers Act, and has been 'approved'. Tenant agrees to contract with the Texas Registered Accessibility Specialist that performs the base building inspection for the Shopping Center.



Upon receipt and approval of all documentation set forth in subsections (a) – (e) above, completion of all improvements to Landlord's satisfaction, and commencement of business in the Premises, Landlord shall reimburse Tenant within thirty (30) working days after Landlord's approval of said documentation in the amount of the lesser of (i) \$35.00 per square foot of the Premises leased by Tenant for Tenant's Work to the Premises (the "Construction Allowance") or (ii) the actual cost of construction of the improvements to the Premises paid by Tenant. Notwithstanding anything herein to the contrary, Landlord shall not be obligated to disburse any portion of the Construction Allowance during the continuance of an uncured default under the Lease, and Landlord's obligation to disburse shall only resume when and if such default is cured.

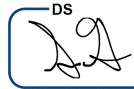
In the event any liens are asserted against the Premises or the Shopping Center on account of any labor or materials furnished as a part of, or in connection with, Tenant's Work, and such liens are not released from the Premises or the Shopping Center, by bond or otherwise, within three (3) days after Tenant receives notice of the filing of same, Landlord, at its election, may require that Tenant furnish bond or other security as Landlord reasonably deems satisfactory to protect Landlord against any such loss, liability or damage, or Landlord may pay all such sums necessary to the obligee asserting such liens and may thereafter charge the Tenant all such sums paid out, to be paid upon Landlord's demand therefor.

6. "Substantial Completion" shall be defined as completion of Landlord's Work or Tenant's Work, as applicable, except for punch list items to be completed following Tenant's occupancy of the Premises. Tenant shall promptly notify Landlord of the Substantial Completion of Tenant's Work, and Landlord shall review Tenant's Work to inspect its conformity with the Final Working Drawings. Tenant shall use all reasonable efforts to Substantially Complete Tenant's Work within sixty (60) days following Landlord's delivery of the Premises to Tenant. Tenant's Work shall not be deemed complete until Landlord has inspected and approved it. Landlord agrees to make such inspection promptly. Any approval by Landlord of Tenant's Work shall in no way be deemed a representation or warranty of the quality or fitness of the Tenant's Work and/or the construction by Tenant or that Tenant's Work complies with Applicable Laws. Any deficiency in design, materials or construction shall be solely the responsibility of Tenant and shall not be waived by Landlord, regardless of whether the Landlord had inspected and approved such work and whether the deficiency or defect had been or not been objected to by Landlord.
7. Tenant hereby assumes any and all liability, including but not limited to any liability arising out of statutory or common law, for any and all injuries to or death of any and all persons, and any liability for any and all damaged property caused by, resulting from, or arising out of any act or omission on the part of Tenant, its contractors and its or their subcontractors or employees in the performance of Tenant's Work. Tenant shall hold harmless and indemnify Landlord from and against any and all loss, liability, damage and/or expenses which Landlord, its principals, agents, employees, or other Tenants may incur on account of death, bodily injury or property damage caused by, arising out of or occurring in relation to Tenant's Work and/or the acts or omissions of Tenant, its contractors and its or their subcontractors.
8. Tenant shall cause each contractor and subcontractor performing the Tenant's Work to guarantee and warrant, in writing, that the work done by it shall be free from any defects in workmanship and materials for a period of not less than one year from the date of its completion and acceptance by Landlord thereof. All such warranties or guaranties with respect to Tenant's Work shall be contained in the applicable contract or subcontract, and shall provide that such guaranties or warranties shall inure to the benefit of both Landlord and Tenant, and Tenant shall provide Landlord with such contracts or other evidence of warranties or guaranties as Landlord may desire, from time to time, and in any event prior to the commencement of any work by such contractor or subcontractor. Tenant covenants to give Landlord any assignment or other assurance necessary to effect such right of direct enforcement.



9. Tenant, its contractors, subcontractors, agents, employees or such others as may enter the Premises on Tenant's behalf shall not materially disturb or interfere with Landlord, Landlord's employees or other tenants or invitees of the Shopping Center.
  
10. All payments due from Tenant hereunder are considered Rent and the failure of Tenant to make such payments when due shall be a default under the Lease. This Work Letter shall not be deemed applicable to any additional space added to the original Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease. All capitalized terms used in this Work Letter but not defined herein shall have the same meanings ascribed to such terms in the Lease.

AGREED TO AND UNDERSTOOD this the \_\_\_\_\_ day of 8/15/2022, 2022

<sup>DS</sup>  


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