



COMMERCIAL LEASE

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12340 Bandera Rd.

CONCERNING THE LEASED PREMISES AT Helotes, 78023, Tx 78023 between _____ (Landlord) and _____ (Tenant).

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Table with 3 columns: No., Paragraph Description, Pg. listing items 1-38 such as Parties, Leased Premises, Term, Rent and Expenses, Security Deposit, Taxes, Utilities, Insurance, Use and Hours, Legal Compliance, Signs, Access By Landlord, Move-In Condition, Move-Out Condition, Maintenance and Repairs, Alterations, Liens, Liability, Indemnity, Default, Abandonment, Interruption of Utilities, Removal of Property and Lockout, Holdover, Landlord's Lien and Security Interest, Assignment and Subletting, Relocation, Subordination, Estoppel Certificates and Financial Info, Casualty Loss, Condemnation, Attorney's Fees, Representations, Brokers, Addenda, Notices, Special Provisions, Agreement of Parties, Effective Date, License Holder Disclosure.

ADDENDA & EXHIBITS (check all that apply)

- Exhibit A - Leased Area
Exhibit
Exhibit
Commercial Property Condition Statement (TXR-1408)
Commercial Lease Addendum for Broker's Fee (TXR-2102)
Commercial Lease Addendum for Option to Extend Term (TXR-2104)
Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
Commercial Lease Addendum for Percentage Rent (TXR-2106)
Commercial Lease Addendum for Parking (TXR-2107)
Commercial Landlord's Rules and Regulations (TXR-2108)
Commercial Lease Guaranty (TXR-2109)
Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
Commercial Lease Addendum for Contingencies (TXR-2119)
Information About Brokerage Services (TXR-2501)

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: _____, _____, and Tenant: LF, DV



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1. PARTIES: The parties to this lease are:

Landlord: Hill Country Crossing II, LTD; and
Tenant: Lauren Farley and Dwight Valeros
dba Helotes H2O - A Purified Water Store

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 101 containing approximately 1,200 square feet of rentable area ("rsf") in Hill Country Crossing II (project name) at 12340 Bandera Rd. (address) in Helotes, 78023 (city), Bexar (county), Texas, which is legally described on attached Exhibit _____ or as follows: CB 4477E BLK 1 LOT 1 (Hill Country Crossing II SUBD)

(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 63 months and 0 days, commencing on: January 1, 2024 (Commencement Date) and ending on March 31, 2029 (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 N/A 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 (optional) | | Base Monthly Rent \$ |
|------------|------------|--|----------------|----------------------|
| From | To | \$ Monthly Rate | \$ Annual Rate | |
| 01/01/2024 | 03/31/2024 | / rsf / month | / rsf / year | None |
| 04/01/2024 | 03/31/2025 | / rsf / month | / rsf / year | 2,150.00 |
| 04/01/2025 | 03/31/2026 | / rsf / month | / rsf / year | 2,300.00 |
| 04/01/2026 | 03/31/2027 | / rsf / month | / rsf / year | 2,450.00 |
| 04/01/2027 | 03/31/2028 | / rsf / month | / rsf / year | 2,600.00 |
| 04/01/2028 | 03/31/2029 | / rsf / month | / rsf / year | 2,800.00 |

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 _____ **at Lease Execution**

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: **Hill Country Crossing II**
 Address: **PO Box 781**
Boerne, Tx 78006

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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 \$ 50.00 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 11.900 %.
- (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 [] _____.

[X] (c) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: [X] taxes; [X] insurance; [X] CAM; [] structural; [] roof replacement; and [] _____.

(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 10,080 rentable square feet (including any add on factor for common areas).

| Projected Expenses | |
|----------------------|----------------|
| \$ Monthly Rate | \$ Annual Rate |
| 900.00 / rsf / month | / 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 \$ 2,400.00 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.)

| | <u>N/A</u> | <u>Landlord</u> | <u>Tenant</u> |
|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| (1) Water | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Sewer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Electric | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) Gas | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input 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 checked="" 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.

- (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: Store-Front facility selling reverse osmosis purified water and water containers/bottles. Also water delivery.

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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*): No limits or minimums on Tenant by Landlord.

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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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 90 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 type="checkbox"/> | <input checked="" type="checkbox"/> |
| (5) Fire protection equipment | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (6) Fire sprinkler systems | <input checked="" type="checkbox"/> | <input 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 type="checkbox"/> | <input checked="" type="checkbox"/> |
| (16) Signs and lighting: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (a) Pylon | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Fascia | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Monument | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Door/Suite | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (e) Directional | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (f) Other: _____ | <input checked="" 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 type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (19) Storage yards and storage buildings | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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.