

**AMENDMENT TO  
COMMERCIAL LEASE AGREEMENT  
BETWEEN  
BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION  
AND  
FWAVE, LLC**

This Amendment to the Commercial Lease Agreement ("Amendment") is made effective as of the 1<sup>st</sup> day of JANUARY, 2019 (the "Amendment Effective Date"), by and between BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION ("Landlord") and FWAVE, LLC ("Tenant").

**WHEREAS**, Landlord and Tenant are amending the commercial lease agreement entered into on November 6, 2015 ("Lease") granting Tenant certain rights to lease land and improvements owned by Landlord; and

**WHEREAS**, the Landlord and Tenant desire to extend the term of the Lease and amend the rent amount; and

**WHEREAS**, the Parties agree to ratify the Lease in all other respects;

**NOW, THEREFORE**, Landlord and Tenant amend the Lease by this Amendment as follows:

1. **Term.** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord beginning on the Amendment Effective Date and ending on July 31, 2022 (the "Amended Term").
2. **Renewals.** The options to renew the term of the Lease specified in Paragraph 1(B) of the Lease are hereby deleted as of the Effective Date of this Amendment. There shall be no option to renew the Amended Term unless otherwise agreed to by both Parties in writing.
3. **Rent.** The rental for the Amended Term shall be ONE HUNDRED THOUSAND SEVENTY-FOUR THOUSAND SEVENTY-FIVE DOLLARS (\$174,075.00) per year payable in installments of FOURTEEN THOUSAND FIVE-HUNDRED SIX DOLLARS AND TWENTY-FIVE CENTS (\$14,506.25) per month.
4. **Recitals.** The recitals found at the beginning of this Amendment and any attachments hereto are an integral part of this Amendment and are deemed incorporated by reference herein for all purposes.
5. **Terms; Conflict between Lease and Amendment.** The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend

the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

Executed by the parties below.

LANDLORD:

**BURLESON 4A ECONOMIC DEVELOPMENT  
CORPORATION,**  
a Texas municipal development corporation

By: 

Name: Dan McClellon

Title: President

Date: 6/17/19

TENANT:

**FWAVE, LLC,**  
A Delaware limited liability company

By: 

Name: Scott G. McDonald

Title: PRESIDENT & CEO

Date: 24 JUNE 2019