

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

This Second Amendment to the Commercial Lease Agreement ("Second Amendment") is made effective as of the _____ day of _____, 20____ (the "Second Amendment Effective Date"), by and between BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION ("Landlord") and FWAVE, LLC ("Tenant").

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

WHEREAS, Landlord and Tenant amended the Original Lease on January 1, 2019 ("First Amendment") (collectively with the Original Lease the "Lease") making certain amendments to the Original Lease and ratifying the remainder of the Original Lease; and

WHEREAS, the Landlord and Tenant desire to amend the Lease to extend the lease term, allow for an optional renewal lease term, 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 Second Amendment as follows:

1. **Term.** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord beginning on the Second Amendment Effective Date and ending on December 31, 2024 (the "Second Amended Initial Term").
2. **Renewals.** Tenant and Landlord may renew the Lease for one (1) extended term of one (1) year (the "Second Amended Renewal Term"). Tenant and Landlord may exercise such renewal option, if at all, by both parties agreeing to such renewal in writing not less than sixty (60) days prior to the expiration of the Second Amended Initial Term. The renewal term shall be at the rental set forth below, and otherwise upon the same covenants, conditions, and provisions as provided in this agreement.
3. **Rent.** Tenant shall pay Landlord during the Second Amended Initial Term rental of TWO HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED AND SEVENTY-FIVE DOLLARS (\$237,375.00) per year for two years, payable in installments of NINETEEN THOUSAND SEVEN HUNDRED AND EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$19,781.25) per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at Burleson City Hall, 141 W. Renfro St., Burleson, TX 76028 Attn: Finance

Department or at such other place designated by written notice from Landlord to Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

The rental for the Second Amended Renewal Term, if created as permitted under this agreement, shall be TWO HUNDRED EIGHTY-FOUR THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS (\$284,850) per year, payable in installments of TWENTY-THREE THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$23,737.50) per month.

4. **Recitals.** The recitals found at the beginning of this Second Amendment and any attachments hereto are an integral part of this Second 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 Second Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Second 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 Second Amendment, the terms and conditions of this Second Amendment will govern and control.

Executed by the parties below.

LANDLORD:

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

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

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

By: Mick Santa

Name: MICK SANKA

Title: DIRECTOR

Date: Nov. 29, 2022