

THE FIELD LEASE

This Lease is between Headquarters Too, LLC, a Texas limited liability company, as landlord ("Us" or "We"), and Studio A28 LLC as tenant ("You" or "Your"). We agree to lease to You space number 212 and 213 ("Your Space") at 1431 Graham Drive, Tomball, TX, 77375, which we affectionately call "The Field". Here's the deal:

1. We will lease Your Space to You for a term of 12 months, commencing in 2023, exact date to be determined. The rent for Your Space will be as follows:

February and March \$0.00 per month

\$1300.00 per month, each and every month ("Your Rent"), Year 1

\$1625.00 per month, each and every month ("Your Rent"). Year 2-3

Your Rent shall be payable on the first day of each month. If you don't pay Your Rent by the fifth (5th) of the month, We will charge You a late fee equal to 5% of Your Rent. We use that money for Happy Hour.

2. Your Space is as-is. Your Space can accommodate 5 people, not counting dogs or children who can sit in your lap. We will give You 5 fobs but Your Space cannot have more than 1 workstations, and generally no more than 5 people working at a time in Your Space. Our Secret Service agent will tell us when you try to sneak one past us, he's very connected.
3. We think that Your Space (at least right now) and The Field, in general, are in pretty good shape. We will try to keep it that way. You agree to keep Your Space in pretty much the same condition it is now. At the end of Your Lease, You agree to give us back Your Space in as good condition as when You received it, except for the normal stuff that happens. We agree to maintain The Fields' common areas, such as sidewalks, driveways, lawns and shrubbery.
4. You cannot make any alterations, additions, or improvements to Your Space without getting Us to agree, in advance, to the change. For example, no Camo, it's overdone and no Tie Dye, it was never a good look.
5. You have to comply with all the laws that apply to You and Your operations. We all do.
6. We just want to deal with You. You cannot sublease Your Space or assign Your Lease.



7. Your Lease is a gross lease, which means Your Rent includes all utilities, except phone.
8. Here's the real legal part. To the extent of the law, We shall not be liable for any damage or injury to You or any other person, or to any property, occurring in Your Space or any part of Your Space except to the extent caused by Our gross negligence or willful misconduct. You agree to indemnify and hold Us harmless from any claims for damages, which arise in connection with any such occurrence. This indemnification shall include indemnity from any costs or fee, which We may incur in defending said claim. Be sure to have Your insurance company review this language. M'kay?
9. You will need to get public liability insurance including bodily injury and property damage insuring both Us and You with minimum coverage of at least \$1million. You will need to get Us a Certificate of Insurance which names Us as an additional insured and can't be cancelled or modified without first giving Us 30 days written notice. BTW, to the maximum extent we can, we agree to waive any and all rights of subrogation which might otherwise exist against the other.
10. In the unlikely (highly unlikely) event that Your Space or any part of The Field is taken by eminent domain (condemned, in other words), Your Lease may be terminated by Us. Here's the important part... We get all of the award for the taking. Of course, You can file a claim for any taking of fixtures and improvements that You own, but You can't have any of Our money.
11. In the more likely event of a partial destruction of The Field or Your Space, We will repair the damage if the repairs can be made within sixty (60) days, and We get enough insurance money. During that repair period, We will reduce Your Rent to compensate you for the portion of The Field or Your Space that You cannot use. If the repairs cannot be made within sixty (60) days or We don't get enough insurance money, then either of us may terminate Your Lease.
12. Now Here's the Bad Part. If You don't pay Your Rent, or You fail to do all of the other things you agreed to in Your Lease, then We will give you a written notice which will give You ten (10) days to fix the problem. If You don't, then We will have the right to terminate Your Lease. If We terminate Your Lease, You will give us back Your Space and leave the building.



No whining.

13. On the signing of this lease You gave us the sum of \$1300.00 as security for the performance of Your obligations under Your Lease. If things go well, You will get it back at the end of Your Lease. If, on the other hand, You don't pay Your rent or you fail to do all of the other things You agreed to do under Your Lease, We can use the money to cure those problems You created. Sound Fair?
14. If one of us decides to sue the other over something having to do with Your Lease, the one who wins shall be entitled to recover from the loser all costs incurred in connection with such lawsuit, including reasonable attorney's fees. Can you define oxymoron?
15. Just because one of us fails or decides not to enforce a particular provision of Your Lease at some time, doesn't mean we can't do it later.
16. If We have to get ahold of You at any time, We can use the email address by your signature below.
17. We can assign Your Lease in connection with the sale or refinancing of The Field. Also, Your Lease is subordinate to any existing (and future for that matter) liens that We place on the building and land on which Headquarters is located.
18. No less than sixty (60) days from the expiration of Your Lease, You'll need to spend some time listening to The Clash's "Should I Stay or Should I Go" and let Us know what moves You about that song and, if You will, in fact, be staying or going. If you decide to Stay, you have the right to renew annually, at Market Rate, for the following year.



19. Yes, of course We have some rules and regulations that We like to call helpful information. They are attached and not very tough. If You do not follow the rules, then You are in violation of Your Lease.

20. That's the whole agreement between us, really.

You: Studio A28, LLC

Sign: _____

Name: _____

Email: _____

Date: _____

Us: Headquarters Too LLC

Sign: _____

Name: _____

Email: _____

Date: _____

Exhibit A

First Right of Refusal

You will have the First Right of Refusal on suite 211 for 2 years at \$650 per month. Your first right of refusal will expire December 31, 2024.

