LEASE CONTRACT

This Lease Agreement, entered into by and between TOMBALL PARK I & Il LC(hereinafter called "Lessor"), and <u>Bruce Wade Deckard dba CKM Property Management</u> (hereinafter called "Lessee").

WITNESSETH:

In consideration of the mutual covenants as set forth herein, Lessor and Lessee hereby agree as follows:

- 1. <u>PREMISES</u>. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately <u>1,825</u> SQUARE FEET of Net Rentable Area on the <u>1st floor</u> in the building known as SUITE <u>112</u> (hereinafter called "Building"), located at 14011 Park Drive, Suite <u>112</u>, Tomball, Harris County, Texas. The legal description of said property is contained in the attached Exhibit "A". The area hereby leased (hereinafter called "Leased Premises") in the Building is shown outlined and hatched on the floor plan(s) attached hereto and made a part hereof as Exhibit "B". Lessor shall have the right at any time and from time to time to change the name of the Building.
- 2. <u>NET RENTABLE AREA</u>. A. The term "Net Rentable Area" as used herein shall mean that on each floor of the building on which the entire space rentable to tenants is or will be leased to one tenant, the Net Rentable Area for such floor (hereinafter referred to as "Single Tenant Floor") shall be the entire area bounded by the inside surface of the four exterior glass walls or the inside surface of the permanent exterior wall where there is no glass of the Building on such floor less the area contained within the exterior walls of the building stairs, fire towers, vertical ducts, elevator shafts, flues, vents, stacks and pipe shafts. All the area on any Single Tenant of other floors which may service such single tenant floors that is used for elevator lobbies, corridors, special stairways, rest rooms, mechanical rooms, electrical rooms, telephone and janitor closets, and all vertical penetrations that are included for the special use of Lessee, and columns and other structural portions and/or projections of the Building shall be included within the Rentable Area for such floor.
- B. On each floor of the Building on which space is or will be leased to more than one tenant, the Rentable Area attributable to each such lease shall be the total of (i) the entire area included within the Leased Premises covered by such lease, being the area bounded by the inside surface of any exterior glass walls (or the inside surface of the permanent exterior wall where there is no glass) of the Building bounding such Leased Premises, the exterior of all walls separating such Leased Premises from any public areas on such floor, and the centerline of all walls separating such Leased Premises from other areas leased or to be leased to other tenants on such floor, and (ii) a prorate portion of the area covered by the elevator lobbies, corridors, rest rooms, mechanical rooms, electrical rooms, telephone and janitor closets situated on such floor or other floors which may service such single tenant floors. The Net Rentable Area for the entire building shall be deemed to be 36,900 square feet for the purposes of this Lease. The Net Rentable Area contained within the Leased Premises shall be deemed to be the number of square feet set forth above.
- 3. <u>TERM</u>. A. Subject to and upon the conditions as set forth herein, or any addenda or exhibits hereto, this Lease shall continue in force for a term of <u>36</u> months commencing on <u>December 1, 2025</u>, and shall terminate on <u>November 30, 2028</u>. Landlord will grant beneficial occupancy and allow Tenant early access to the premises upon completion of construction, and once first month's rent, security deposit, and certificate of occupancy are provided.
- B. In the event the Leased Premises should not be ready for occupancy by the commencement date stated in Paragraph 3A above, Lessor shall not be liable for any claims, damages or liabilities in connection therewith or by reason thereof, and the term of this lease shall commence at the time that the Leased Premises are ready for occupancy by Lessee. Should the term of this lease commence on a date other than that specified in Paragraph 3A above for any reason, Lessor and Lessee will, at the request of either, execute a declaration specifying the beginning date of the term of this Lease Agreement. In such event, rental under this Lease Agreement shall not commence until said revised commencement date, and the stated term in this Lease Agreement shall thereupon commence and the expiration date shall be extended so as to give effect to the full stated term.
 - 4. <u>USE</u>. A. The Premises are to be used and occupied by the Lessee solely for <u>storage and office/property management</u> use and for no other purpose.
- B. Lessee agrees not to commit or suffer to be committed on the premises any nuisance or other act or thing against public policy or which violates any law or governmental regulation, or which is disreputable, or which may disturb the quiet enjoyment of any other tenant of the Building of which the Premises are a part.
- C. Lessee will not use, occupy, or permit the use or occupancy of these Premises for any unlawful, disreputable, immoral or hazardous purpose; or maintain or permit the maintenance of any public or private nuisance; or do or permit any act or thing

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which may disturb the quiet enjoyment of any other tenant of the Building; or keep any substance or carry on or permit any operation which might omit offensive odors into other portions of the Building or permit anything to be done which would increase the fire insurance rate of the Building or contents.

5. BASE RENTAL OVER THE PRIMARY TERM HEREOF: A. Lessee hereby agrees to pay without demand a base rental (hereinafter called "Base Rental") in the total sum of \$90,337.56 payable in 36 monthly installments AS SPECIFIED IN SCHEDULE BELOW. The Lessee shall also pay, as additional rent (hereinafter called "Additional Rent"), all such other sums of money as shall become due from and payable by Lessee to Lessor under this lease. The Lessor shall have the same remedies for default for the payment of Additional Rent as are available to Lessor in the case of a default in the payment of Base Rental. Such Base Rental, together with any adjustment of rent provided for herein then in effect, shall be due and payable in equal installments on the first day of each calendar month during the initial period of the lease and any extensions or renewals thereof, and Lessee hereby agrees to so pay such rent to Lessor at Lessor's address as provided herein (or such other address as may be designated by Lessor from time to time) monthly in advance without demand. If the term of this Lease Agreement as heretofore established commences on other than the first day of a month or terminates on other than the last day of a month, then the installments of Base Rental for such month or months shall be prorated and the installment or installments so prorated shall be paid in advance.

MONTHS 1-12, \$2,433.33 MONTHS 13-24, \$2,509.38 MONTHS 25-36, \$2,585.42

B. In the event Lessee fails to pay to Lessor when due any installment of rental or other sum to be paid to Lessor which may become due hereunder, Lessor will incur additional expenses in an amount not readily ascertainable and which has not been elsewhere provided for between Lessor and Lessee. If Lessee should fail to pay to Lessor when due any installment of rental or other sum to be paid hereunder, Lessee will pay Lessor on demand a late charge equal to the greater of (i) \$100.00, or (ii) ten percent (10%) of the past due amount. Failure to pay such late charge upon demand therefore shall be an event of default hereunder. Provision for such late charge shall be in addition to all other rights and remedies available to Lessor hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Lessor's remedies in any manner.

C. If Lessee pays any installment of Base Rental or any other sum by check and such check is returned for insufficient funds or other reason not the fault of Lessor, then Lessee shall pay to Lessor on demand a processing fee of fifty and no/100 dollars (\$50.00) per returned check.

- 6. <u>BASE RENTAL ESCALATION</u>. A. In the event that the Base Cost (as hereinafter defined) of Lessor's operation of the Building during the term of occupancy shall exceed \$7.50 per square foot of Net Rentable Area per year, Lessee shall pay to Lessor, as Additional Rent, its proportionate share of the increase in such Base Cost. The proportionate share to be paid by Lessee shall be the percentage of Base Cost which the Net Rentable Area contained in the premises then leased by Lessee in the Building bears to the Total Rentable Area contained in the Building. Said Additional Rent shall be paid in the manner and at the times set forth in Paragraph 6 below. The term "Lease Year" shall mean the twelve-month period commencing January 1 and ending December 31.
- B. "Base Cost", as said term is used herein, shall be defined as the operating expenses of the Building which shall be computed on the accrual basis and shall consist of all expenditures by Lessor to maintain all facilities in operation during the Lease Year and such additional facilities in subsequent years as may be determined by Lessor to be necessary. All operating expenses shall be determined in accordance with generally accepted accounting principles which shall be consistently applied. The term "operating expenses" as used herein shall mean all expenses, costs and disbursements (but not replacement of capital investment items except those made for the purposes of reducing operating expenses, nor Lessor's home office expense, not specific costs specifically billed to and paid by specific tenants nor rental commissions) of every kind and nature which Lessor shall pay or become obligated to pay because of or in connection with the ownership and operation of the Building, including but not limited to, the following:
- 1) Wages and salaries of all employees actually engaged in operation and maintenance of the Building, including taxes, insurance and benefits relating thereto.
- 2) All supplies and material used in operation and maintenance of the Building.
- 3) Cost of all utilities including electric, gas, water, heating, air conditioning and ventilating the Building.
- 4) Cost of all maintenance and service agreements for the Building and the therein equipment, including security service, window cleaning, elevator maintenance and janitorial service.

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- 5) Cost of casualty and liability insurance applicable to the Building and Lessor's personal property used in connection therewith.
- 6) All taxes and assessments and governmental charges whether Federal, state, county, or municipal, and whether they be by taxing districts or authorities presently taxing the Leased Premises or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the Building or their operation excluding, however, Federal and state taxes on income. It is agreed that Lessee will be responsible for ad valorem taxes on its personal property and on the value of all special leasehold improvements to the Leased Premises. If any such taxes on leasehold improvements are paid by Lessor, Lessee will reimburse Lessor therefor upon receipt of a bill from Lessor, together with a reasonable supporting statement setting forth Lessor's calculation of the amount of such taxes chargeable to Lessee's leasehold improvements.
- 7) Cost of repairs and general maintenance undertaken by Lessor in its sole discretion on or of the Building (excluding only repairs and general structural maintenance, foundation and exterior walls of the Building, repairs and general maintenance paid by proceeds of insurance or by Lessee or other third parties, and alterations attributable solely to tenants of the Building other than Lessee).
- 8) Cost of capital expenditures made for the specific purpose of installing equipment, devices, or materials intended to reduce operating expenses of the Building. Such costs will be amortized over a period of time determined by Lessor, together with interest at the rate of 10% per annum on the unamortized balance. However, such amortization expense and interest for such capital expenditures for any single Lease Year will not exceed the operating expense savings generated by the capital expenditures. The savings will be determined by (i) calculating the operating expense as if no such capital expenditure has been made, and (ii) subtracting therefrom the actual cost of building operation of the Lease Year in question.
- 9) The Management Fee incurred by Lessor for the Manager of the Building calculated as a percent of Base Rental plus Additional Rent. If any of the factors included in "Base Cost" are not payable or otherwise due so as to allow an accurate calculation of said factors annually (e.g., ad valorem taxes and long-term contracts), then Lessor, in its sole discretion, may estimate and prorate said factors on an annual basis, and said factors shall be properly adjusted by Lessor when they actually become due and payable.
- 7. MONTHLY PAYMENT OF ESCALATIONS. A. Lessor shall have the right to estimate and collect monthly in advance from Lessee the escalations of Base Cost owed or to be owed by Lessee under Paragraph 5, said monthly payments (the "Monthly Escalation Payments") to be in such amounts are estimated in good faith by Lessor in its sole discretion. The Monthly Escalation Payments shall be due and payable at the same time as the Base Rental is due and payable under Paragraph 5.
- B. Lessor shall, within the period of one hundred twenty (120) days after the close of any Lease Year for which Additional Rent may be due under the provisions of Paragraph 6, give written notice thereof to Lessee, which notice shall also contain or be accompanied by a statement of the actual Base Cost of Lessor's operation of the Building during the preceding Lease Year and by a computation of such Additional Rent. Failure of Lessor to give Lessee said notice within said time period shall not be a waiver of Lessors' right to collect said Additional Rent. When the Lessor presents Lessee with the statements of amounts due by Lessee for any escalation set out in Paragraph 6, Lessee shall pay Lessor the difference between its proportionate share of said escalation and the amount of Monthly Escalation Payments actually made by Lessee during the preceding Lease Year, attributable to said escalation; or Lessee shall receive a credit therefore if Lessee's proportionate share is less than the amount of Monthly Escalation Payments actually collected by Lessor during the preceding Lease Year, said credit to be applied to future Monthly Escalation Payments.
- C. Notwithstanding any other provision herein to the contrary, it is agreed that in the event the Building is not fully occupied during the initial Lease Year or any subsequent Lease Year, an adjustment shall be made in computing the operation expenses for the Base Cost for such period so that the cost of all utilities including electricity, gas, water, heating, lighting, air conditioning and ventilating the Building and the cost of furnishing the janitorial service to the Building shall be computed for such period as though the Building has been 95% occupied during such period.
- D. Lessee, at its expense, shall have the right at all reasonable times to audit Lessor's books and records relating to this Lease for which Additional Rental payments described in this Paragraph 6 become due; or at Lessor's sole discretion, Lessor will provide such audit prepared by a Certified Public Accountant of recognized standing in Houston, Texas.
- 8. <u>FIRST MONTH'S RENT AND SECURITY DEPOSIT</u>. On the date hereof, Lessee shall deposit with Lessor the sum of \$2,433.33, which sum shall be applied against the first month's rent due hereunder on the commencement date hereof. In addition, Lessee shall deposit, on the date hereof, the sum of \$2,585.42 (the "Security Deposit") as security for Lessee's faithful performance of Lessee's obligations herein contained. Lessee must give Lessor at least thirty (30) days written notice of intent to vacate premises prior to move-out at the end of the above lease term or any renewal or extension period. If Lessee fails to give the thirty (30) day written move-out notice Lessor may retain all of the Security Deposit. If Lessee defaults in any manner

(including the payment of any rent or other sum due hereunder) in the performance of the Lessee's obligations herein contained, Lessor may use, or apply or retain all or any portion of the Security Deposit for the payment of any rent or other sum in default or for the payment of any other sum or expense to which Lessor may become obligated by reason of such default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. Lessor shall not be required to separately account for the Security Deposit nor to maintain an escrow or separate account therefore. If Lessee performs all of Lessee's obligations hereunder, the Security Deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessee's option, the last assignee, if any, of Lessee's interest hereunder) within sixty (60) days of the expiration of the term thereto, and after Lessee has vacated the Leased Premises. Lessor's right to so apply the Security Deposit shall in no manner limit, impair or otherwise affect any of Lessor's remedies set forth herein.

- 9. <u>SERVICES TO BE PROVIDED BY LANDLORD</u>. A. Subject to the rules and regulations hereinafter referred to, Lessor shall furnish Lessee, at Lessor's expense, the following services during the lease term:
- 1) Air conditioning and heating, at such temperatures and in such amounts and at such times as are considered by Lessor to

be standard office conditions for the Building, from 7:00am - 7:00pm Monday through Friday, and from 8:00am - Noon on Saturday, but not on Saturday afternoons, Sundays and holidays. Overtime service for same shall be furnished only upon the request of Lessee, who shall bear the cost thereof at the Standard hourly rate as computed by Lessor and charged to other tenants in the Building.

- 2) Janitor service in and about the Building and the Leased Premises, five (5) days per week.
- 3) Proper facilities to furnish sufficient electrical power for building standard lighting, typewriters, dictating equipment, calculating machines and other machines of similar low electrical consumption, but not including electricity required for electronic data processing equipment, special lighting in excess of building standard, or any other item of electrical equipment which singly consumes more than 0.5 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase. Lessee shall pay to Lessor, monthly as billed, such charges as may be separately metered or as Lessor's engineer may compute for any electrical service in excess of that stated above.
- 4) Water for drinking, lavatory, and toilet purposes.
- 5) Replacement of ballasts and fluorescent lamps in building standard ceiling-mounted fixtures installed by Lessor and incandescent bulb replacement in all public areas of the Building.
- B. No interruption or malfunction of any such services shall constitute an eviction or disturbance of Lessee's use and possession of the Leased Premises or Building or a breach by Lessor of any of its obligations hereunder or render Lessor liable for damages or entitle Lessee to be relieved from any of its obligations hereunder (including the obligation to pay rent) or grant Lessee any right of setoff or recoupment. In the event of any such interruption, however, Lessor shall use reasonable diligence to restore such service.
- C. Lessor shall have no responsibility to prevent, nor have liability to Lessee for losses due to theft or burglary or damages done by persons gaining access to the Leased Premises or the Building.
- D. To furnish Lessee, free of charge, with two keys for each corridor door entering the Leased Premises, and additional keys will be furnished at a charge by Lessor equal to its cost plus 15% on an order signed by Lessee or Lessee's authorized representative. All such keys shall remain the property of Lessor. No additional locks shall be allowed on any door of Leased Premises, and Lessee shall not make or permit to be made any duplicate keys, except those furnished by Lessor. Upon termination of this Lease, Lessee shall surrender to Lessor all keys of the Leased Premises and give to Lessor the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.
- E. To provide and install, at Lessee's cost, all identification on the entry door to the Leased Premises, as set forth in the Work Letter Agreement (hereinafter defined). All such letters and numerals shall be in the Building's Standard graphics. Only Building Standard graphics may be used in any public area or openings on to public areas.
- F. Lessor agrees to furnish, at Lessee's cost, a lobby Directory Board Strip identifying Lessee on the Lobby Directory Board. The cost of any changes or additions will be charged to the Lessee.
- 10. <u>IMPROVEMENTS TO BE MADE BY LESSOR</u>. A. In preparing the Leased Premises for occupancy by Lessee, Lessor shall be required to bear the expense of installing the items (said items being considered as Building Standard items) listed on the certain Work Letter Agreement (the "Work Letter" attached hereto as Exhibit "C") by and between Lessor and

Lessee relating to the Leased Premises, only to the extent that they do not exceed the respective allowances indicated in the Work Letter.

- B. Lessor will endeavor to comply with the mutually determined Lessee improvement schedule set forth in the Work Letter. After receipt of approved price estimate and construction drawings, Lessor will partition and prepare said Leased Premises in accordance therewith; however, Lessor shall not be required to install any partitions or improvements which are not in conformity with the plans and specifications for the Building or which are not approved by Lessor or Lessor's Architect, and Lessor shall be required to bear the expenses of installing the items in the Work Letter only to the extent that they do not exceed the respective allowances indicated in the Work Letter. All installations in excess thereof shall be for Lessee's account, and Lessee shall pay, as Additional Rent hereunder, to Lessor, an amount equal to Lessor's actual cost plus an additional 15% to cover overhead, promptly upon being invoiced therefor. Failure by Lessee to pay such sum in full within thirty (30) days after its receipt of the invoice will constitute failure to pay rent when due and an event of default by Lessee hereunder, giving rise to all remedies available to Lessor under this Lease and at law for nonpayment of rent.
- 11. REPAIR AND MAINTENANCE. A. Lessor will, at its own cost and expense, except as may be provided elsewhere herein, make necessary repairs of damage to the Building corridors, lobby, structural members of the Building and equipment used to provide the services referred to in Paragraph 9 above, unless any such damage is caused by negligent acts or omissions of Lessee, its agents, customers, employees or invitees, in which event Lessee will bear the cost of such repair. Lessee will promptly give Lessor written notice of any damage in the Leased Premises requiring repair by Lessor, as aforesaid.
- B. Lessee will not damage the Leased Premises or the Building and will maintain the Leased Premises in a clean, attractive condition and in good repair, except as to damage to be repaired by Lessor, as provided above. Upon termination of this Lease, Lessee will surrender and deliver up the Leased Premises in good order and repair, except ordinary wear and tear.
- 12. FIRE OR OTHER CASUALITY. A. The parties hereto mutually agree that if at any time during the lease term the Leased Premises or any portion of the Building are partially or totally destroyed by fire or other causality covered by the fire and extended coverage insurance to be carried by Lessor under the terms hereof, then Lessor may, at its option, upon thirty (30) days written notice to Lessee, repair and restore the Leased Premises and Building as soon as it is reasonably practicable, to substantially the same condition in which the Leased Premises and the Building were before such damage, or it may terminate the Lease; provided, however, that in the event the Leased Premises are completely destroyed or so badly damaged that repairs cannot be commenced within sixty (60) days and completed within six (6) months thereafter, then this Lease shall be terminable as of the date of occurrence of the damage or destruction by either party hereto serving written notice upon the other, and provided further, that in any event repairs completed within a reasonable time, in no case to exceed six (6) months, this Lease may be immediately terminated by Lessee as of the date of occurrence of damage or destruction by serving notice upon the Lessor.
- B. In the event the Leased Premises are completely destroyed or so damaged by fire or other causality covered by the fire and extended coverage insurance to be carried by Lessor under the terms hereof that it cannot reasonably be used by Lessee for the purposes herein provided and this Lease is not terminated as above provided, then there shall be a total abatement of rent until the Leased Premises are made usable. In the event the Leased Premises are partially destroyed or damaged by fire or other hazard so that the Leased Premises can be only partially used by Lessee for the purposes herein provided, then there shall be a partial abatement in the rent corresponding to the time and extent to which the Leased Premises cannot be used by Lessee.
- C. If the Leased Premises shall be damaged by fire or other causality resulting from the fault or negligence of Lessee, or the agents, employees, licensees, or invitees of Lessee, then such damage shall be repaired by and at the expense of Lessee, under the direction and supervision of Lessor, and rent shall continue without abatement.
- 13. <u>COMPLIANCE WITH LAWS</u>. Lessee will comply with all Federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises and the business conducted therein by Lessee.
- 14. <u>INDEMITY AND HOLD HARMLESS</u>. Lessee agrees to indemnify Lessor for, and hold Lessor harmless from and against all fines, suits, claims, demands, liabilities and actions (including reasonable costs and expenses of defending against such claims) resulting or alleged to result from any breach, violation or non-performance of any covenant or condition hereof, or from the use or occupancy of the Leased Premises, by Lessee or Lessee's agents, employees, licensees, or invitees, for any damage to person or property resulting from any act or omission or negligence of any co-tenant, visitor or other occupant of the Leased Premises except as Lessor's own negligence may contribute thereto.

- 15. <u>ALTERATIONS, ADDITIONS AND IMPROVEMENTS</u>. Lessee covenants and agrees not to permit the Leased Premises to be used for any purpose other than that stated in the Use clause hereof, or make or allow to be made any alterations or physical additions in or to the Leased Premises which are visible from outside the Leased Premises, or place any signs on the Leased Premises, or place any safes or vaults (whether movable or not) upon or in the Leased Premises without first obtaining the written consent of Lessor. Any and all such alterations, physical additions or improvements, when made to the Leased Premises by Lessee, shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease by lapse of time or otherwise; provided, however, this clause shall not apply to moveable equipment or furniture owned by Lessee.
- 16. ASSIGNMENT AND SUBLETTING. A. Lessee shall not assign this Lease or sublease the Leased Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest without the prior express written permission of Lessor, and any attempt to do any of the foregoing without the prior express written permission of Lessor shall be void and of no effect. No space shall be listed or offered to any Broker for listing or advertisement, nor shall Lessee advertise for subletting, without the prior written approval of Lessor. Lessee must request Lessor's permission at least sixty (60) days prior to any such assignment, sublease or other transaction, then Lessor shall have the right (but not the obligation), as of the requested effective date of such assignment, sublease or other transaction, to cancel and terminate this Lease as to the portion of the Leased Premises and the term of Lease with respect to which Lessor has been requested to permit such assignment, sublease or other transaction; and if Lessor elects to cancel and terminate this Lease as to the aforesaid portion of the Leased Premises and for the term proposed to be assigned or subleased, then the rent and other charges payable hereunder shall thereafter be proportionally reduced.
- B. In any case where Lessor consents to an assignment of sublease of the leasehold, the undersigned Lessee will remain liable for the performance of all of the covenants, duties and obligations hereunder including, without limitation, the obligation to pay all rent and other sums herein provided to be paid, and Lessor shall be permitted to enforce the provisions of this instrument against the undersigned Lessee and/or any assignee or sublessee without demand upon or proceeding in any way against any other person.
- C. In any case where Lessor consents to any such assignment, sublease or other transaction, Lessor may require that Lessee pay to Lessor a reasonable sum as attorney's fees rising incident to such transaction and that the assignee or subtenant pay Lessor a reasonable sum incurred by Lessor in moving the assignee or subtenant in and out of the Leased Premises should Lessor provide such assistance; however, Lessor is under no obligation to provide such service.
- 17. SUBORDINATION. Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter places upon the Leased Premises, and to any renewals and extensions thereof; Lessee agrees that any such mortgages and/or beneficiary of any deed of trust, or other lien ("Lessor's Mortgage") and/or Lessor shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Lease on such terms and subject to such conditions as such Lessor's Mortgage may deem appropriate in its discretion. Lessee agrees upon demand to execute such further instruments subordinating this Lease as Lessor may request and such non-disturbance and attornment agreements as any such Lessor's Mortgage shall request. In the event that Lessee shall fail to execute any such instrument promptly as requested, Lessee hereby irrevocably constitutes Lessor as attorney-in-fact to execute such instrument in Lessee's name, place, and stead, it being stipulated by Lessor and Lessee that such agency is coupled with and interest in Lessor and is, accordingly, irrevocable.
- 18. <u>CONDEMATION AND LOSS OR DAMAGE</u>. If the Leased Premises or any part thereof shall be taken or condemned for any public purposes to such an extent as to render the remainder of the Leased Premises, in the opinion of the Lessor, not reasonably suitable for Lessee's occupancy, this Lease shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Leased Premises shall belong to and be paid to Lessor. In addition, Lessor shall not be liable or responsible to Lessee for any loss or damage to any property or persons occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or any other cause beyond the control of Lessor, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make any such repairs.
- 19. ACCESS BY LESSOR. Lessor, its agents, and employees shall have the right to enter any portion of the Leased Premises at all reasonable hours to examine the condition thereof, to make any repairs or alterations required to be made by Lessor hereunder, to show the Leased Premises to prospective purchasers or tenants and for any other purpose deemed reasonable by Lessor.
 - 20. LESSOR'S LIEN. In consideration of the mutual benefits arising under this Lease, Lessee hereby grants to Lessor

a lien and security interest in and on all property of Lessee now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien and security interest of Lessor for payment of all rent and other sums agreed to be paid by Lessee herein. Said lien and security interest shall be in addition to and cumulative of the Lessor's liens provided by law. The provisions of this paragraph relating to said lien and security interest shall constitute a security agreement under the Uniform Commercial Code so that Lessor shall have and may enforce a security interest on all property of Lessee now or hereafter placed in or on the Leased Premises, including but not limited to all fixtures, machinery, equipment, furnishings and other articles of personal property now or hereafter placed in or upon the Leased Premises by Lessee. Lessee agrees to execute as debtor such financing statement or statements as Lessor may now or hereafter reasonably request in order that such security interest or interests may be protected pursuant to said Code. Lessor may at its election at any time file a copy of this Lease as a financing statement. Lessor, as secured party, shall be entitled to all of the rights and remedies afforded a secured party under said Uniform Commercial Code, which rights and remedies shall be in addition to and cumulative of the Lessor's liens and rights provided by law or by the other terms and provisions of this Lease.

- 21. HOLDING OVER. In the event of holding over by Lessee after expiration or termination of this Lease without the written consent of Lessor, Lessee shall pay as liquidated damages double rent for the entire holdover period. No holding over by Lessee after the term of this Lease shall operate to extend the Lease; in the event of any unauthorized holding over, Lessee shall indemnify Lessor against all claims for damages by any other Lessee to whom Lessor may have leased all or any part of the premises covered hereby effective upon the termination of this Lease. Any holding over with the consent of Lessor in writing shall thereafter constitute this Lease a lease from month to month.
- 22. <u>ATTORNEY'S FEES</u>. In the event Lessee makes default in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor places the enforcement of this Lease, or any part thereof, or the collection of any rent due hereunder, or recovery of the possession of the Leased Premises in the hands of an attorney, or files suit upon the same, Lessee agrees to pay Lessor a reasonable attorney's fee incurred by Lessor.
- 23. <u>ASSIGNMENT</u>. Lessor shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building and property referred to herein, and in such event no further liability or obligation shall thereafter accrue against Lessor hereunder.
- 24. DEFAULT BY LESSEE. If default shall be made in the payment of any sum to be paid by Lessee under this Lease (no notice being required for default in payment), or default shall be made in the performance of any of the other such covenants or conditions which Lessee is required to observe and to perform, and such non-monetary default shall continue for twenty (20) days after written notice to Lessee (said notice to be given pursuant to Paragraph 32), or if the interest of Lessee under this Lease shall be levied on under execution or other legal process, or if any petition shall be filed by or against Lessee to declare Lessee a bankrupt or to delay, reduce or modify Lessee's debts or obligations, or if any petition shall be filed or other action taken to reorganize or modify Lessee's capital structure if Lessee be a corporation or other entity, or if Lessee be declared insolvent according to law, or if any assignment of Lessee's property shall be made for the benefit of creditors, or if a receiver or trustee is appointment for Lessee or its property, or if Lessee shall abandon (which shall mean that Lessee is absent from the Leased Premises for ten (10) consecutive days while Lessee is in default in the payment of any sum to be paid by Lessee hereunder) the Leased Premises during the term of this Lease or any renewals or extensions thereof, then Lessor may treat the occurrence of any one or more of the foregoing events as a breach of this Lease (provided that no such levy, execution, legal process or petition filed against Lessee shall constitute a breach of this Lease if Lessee shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within thirty (30) days from the date of its creation, service or filing) and thereupon, at its option, may have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
- 1) Lessor may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover forthwith as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, (ii) the unpaid rent earned at the time of termination, plus interest thereon at the maximum lawful rate, (iii) the balance of the rent for the remainder of the term, and (iv) any other sum of money and damages owed by Lessee to Lessor.
- 2) Lessor may terminate Lessee's right of possession (but not the Lease) and may repossess the Leased Premises by forcible entry or detainer suit or otherwise, without demand or notice of any kind to Lessee and without terminating this Lease, in which event Lessor may, but shall be under no obligation so to do, relet the same for the account of Lessee for such rent and upon such terms as shall be satisfactory to Lessor. For the purpose of such reletting, Lessor is authorized to decorate or to make any repairs, changes, alterations or additions in or to Leased Premises that may be necessary or convenient, and if Lessor shall fail or refuse to relet the Leased Premises, or if the same are relet and a sufficient sum shall not be realized from such reletting after paying the unpaid Basic Rent and Additional Rent due hereunder earned but unpaid at the time of reletting plus interest thereon at the maximum lawful rate, the cost of recovering possession, and all of the costs and expenses of such decorations, repairs,

changes, alterations and additions and the expense of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Lessee shall pay to Lessor as damages a sum equal to the amount of the rental reserved in this Lease for such period or periods, or if the Leased Premises have been relet, the Lessee shall satisfy and pay any such deficiency upon demand therefore from time to time and Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this Paragraph 24 (2) from time to time, and subsequent action brought for any amount not theretofore reduced to judgement in favor of Lessor, nor shall such reletting be construed as an election on the part of Lessor to terminate this Lease unless written notice of such intention be given to Lessee by Lessor. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

- 25. <u>NONWAIVER</u>. Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.
- 26. <u>INSURANCE BY LESSOR</u>. Lessor shall maintain fire and extended coverage insurance on the Building. Said insurance shall be maintained by an insurance company authorized to do business in the State of Texas, in amounts desired by Lessor, and at the expense of Lessor, and payment for losses thereunder shall be made solely to Lessor, subject however, to the rights of the holder of any first lien mortgage or deed of trust which may not or hereafter encumber the Building of which the Leased Premises form a part. If the annual premiums to be paid by Lessor shall exceed the standard rates because Lessee's operations result in extra-hazardous exposure, Lessee shall promptly pay the excess amount of the premium upon the request by Lessor.
- 27. <u>INSURANCE BY LESSEE</u>. A. Lessee shall, at all times during the term of this Lease, at its own expense, maintain a policy or policies of insurance with premiums fully paid in advance, issued by and binding upon some solvent insurance company approved in writing by Lessor, insuring all of Lessee's personal property located in the Leased Premises and the improvements placed upon the Leased Premises by Lessee (including all items covered by Lessee's plans as approved by Lessor) against loss or damage by fire, explosion or other hazards and contingencies for the full insurable value thereof.
- B. Lessor and Lessee, each at their respective expense, shall maintain a policy of comprehensive general liability insurance with the premiums thereon fully paid in advance issued by and binding upon some solvent insurance company (Lessee's insurance company to be approved in writing by Lessor), such insurance to afford minimum protection of not less than \$300,000 in respect of personal injury or death to anyone and not less than \$500,000 in the event of bodily injury or death to any number of persons in any one occurrence, and with limits of not less than \$300,000 for property damage in any one occurrence.
- C. The policy or policies of insurance to be maintained by Lessee shall name Lessee and Lessor as co-insured and shall contain an endorsement that such policies cannot be amended or modified as to Lessor without fifteen (15) days prior written notice. Lessee shall deliver duplicate original policies or certificates of insurance in form satisfactory to Lessor not less than twenty (20) days prior to the expiration of old policies.
- 28. WAIVER OF SUBROGATION RIGHTS. Anything in this Lease to the contrary notwithstanding, Lessor and Lessee each hereby waive any and all rights to recover, claim, action or cause of action against the other, its agents, officers, or employees, for any loss or damage that may occur to the Leased Premises, or any improvements thereto, or said Building of which the Leased Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause which are insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin including negligence of the other party hereto, its agents, officers of employees, and covenants that no insurer shall hold any right of subrogation against such other party.
- 29. <u>RULES AND REGULATIONS</u>. Lessee shall perform, observe and comply with the Rules and Regulations of the Building, as attached hereto and made a part hereof, as Exhibit "D". With respect to the safety, care and cleanliness of the Leased Premises and the Building, and the preservation of good order thereon, and, upon written notice thereof as from time to time shall be established and deemed advisable by Lessor for tenants of the Building. Lessor shall not have any liability to Lessee for any failure of any other tenant or tenants of the Building to comply with such Rules and Regulations. Lessee will not paint, erect or display any sign, advertisement, placard, or lettering which is visible in the corridors or lobby of the Building or from the exterior of the Building without Lessor's prior written approval.
- 30. <u>LESSOR'S MORTGAGE</u>. If the Building and/or Leased Premises are at any time subject to a mortgage and/or mortgage and deed of trust, then in any instance in which Lessee give notice to Lessor alleging default by Lessor hereunder, Lessee will also simultaneously give a copy of such notice to Lessor's Mortgage (provided Lessor or Lessor's Mortgage shall

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have advised Lessee of the name and address of Lessor's Mortgage) and each Lessor's Mortgage shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to Lessor hereunder, plus an additional period of thirty (30) days, and Lessee will accept such curative or remedial action taken by Lessor's Mortgagee with the same effect as if such action had been taken by Lessor.

- 31. <u>ESTOPPEL</u>. Lessee will, at such time as Lessor may request, sign a certificate stating whether this Lease is in full force and effect; whether any amendments or modifications exist; whether there are any defaults hereunder; and such other information and agreements as may be reasonably requested.
- 32. NOTICE. Any notice which may or shall be given under the terms of this Lease shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, if for Lessor, to the Building office; or if for Lessee, to the Leased Premises. Such address may be changed from time to time by either party by giving written notice as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent by mail).

LESSOR: T-P.

T-PARK | & || LC

c/o LANDPARK COMMERCIAL, PROPERTY MANAGER

2550 Gray Falls Drive, Suite 400

Houston, TX 77077 713-789-2200

krimpela@landparkco.com

LESSEE:

CKM Property Management

Bruce Wade Deckard 14011 Park Drive, Suite 112 Tomball, TX 77377

PHONE: 281-255-3055

EMAIL: ckm1@ckm1.com

- 33. <u>SEVERABILITY</u>. This Lease shall be construed in accordance with the laws of the State of Texas. If any clause or provision of this Lease is illegal, invalid, or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision.
- 34. <u>SIGNS</u>. No signs of any kind or nature, symbol, or identifying mark shall be put on the Building, in the halls, elevators, staircases, entrances, parking areas or upon the doors or walls, whether plate glass or otherwise, of the Leased Premises nor within the Leased Premises so as to be visible from the public areas or exterior of the Building, without prior written approval of Lessor. All signs or lettering shall conform in all respects to the sign and/or lettering criteria established by Lessor.
- 35. <u>QUIET ENJOYMENT</u>. Lessee, on paying the said Rent, and any Additional Rent, and performing the covenants herein agreed to by be it performed, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the said term.
- 36. <u>RELOCATION</u>. Throughout the term of this Lease or any renewal or extension thereof, the Lessor shall have the right and option, upon sixty (60) days notice to Lessee, to require the Lessee to relocate the Leased Premises to any substantially similar premises within the Building. In the event of Lessor's exercise of its option to relocate the Lessee in the manner hereinabove set forth, all reasonable expenses of moving the Lessee and of decorating the new Leased Premises shall be at the expense of the Lessor. In the event that comparable Leased Premises are not available within the Building, and the Lessee shall agree to relocate to less desirable premises or to reduce the size of the Leased Premises, the Lessor and the Lessee shall agree to a reduction in the amount of the Base Rent and the percentage of the Total Rentable Area contained within the Leased Premises so as to affect an equitable adjustment in rentals commensurate with the relocated Leased Premises.

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37. ENTIRE AGREEMENT AND BINDING EFFECT. This Lease and any contemporaneous Work Letter, addenda

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or exhibits, constitute the entire agreement between Lessor and Lessee; no prior written or prior contemporaneous oral promises or representations shall be binding. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of the Lease. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assignees of the parties, but this provision shall in no way alter the restriction herein in connection with assignment and subletting by Lessee.

38. <u>ALTERATION</u>. This Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

EXECUTED in multiple counterparts, together with Exhorce and effect of an original, on this the day of	
	T-PARK 1 & II, LC By: RKM Sr., LLC, its Manager By: Caroline Alexander, Vice-President Lessor
	By:
	Bruce Wade Deckard dba CKM Property Management Lessee
	By: Title:President

EXHIBIT "A"

LEGAL DESCRIPTION

Tomball Park II Office Buildings 14015 Park Drive Tomball, Texas 77375

Approximately 2.9354 acres (127,864 square feet) tract of land situated in the John Hooper Survey, Abstract No. 375, Harris County, Texas; being a portion of Reserve "F" of Tomball Park, a plat of which is recorded in Volume 335, Page 109 of the Harris County Map Records.

EXHIBIT "B"

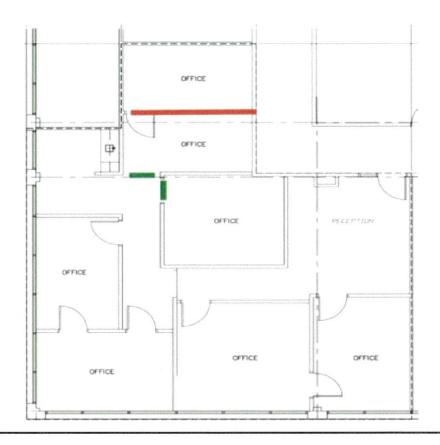


EXHIBIT "C"

WORK LETTER

Tenant Improvements: Landlord will paint the space using building standard paint. Paint one (1) accent wall in the reception area with Tenant's company color. Shampoo carpet throughout. Replace damaged ceiling tiles & light bulbs throughout. Remove one (1) demising wall & one (1) door highlighted in red and patch floor. Add two (2) doors highlighted in green.

EXHIBIT "D"

RULES AND REGULATIONS

- 1. All tenants will refer all contractors' representatives and installation technicians who are to perform any work within the Building to Lessor for Lessor's supervision, approval and control before the performance of any such work. This provision shall apply to all work performed in the Building including, but not limited to, installations of telephones, telegraph equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building. Lessee shall not mark, paint, drill into, or in any way deface any part of the Building or the Leased Premises, except with the prior written consent of the Lessor, and as the Lessor may direct.
- 2. The work of the janitorial or cleaning personnel shall not be hindered by Lessee after 5:30pm, and such work may be done at any time when the offices are vacant. The windows, doors and fixtures may be cleaned at any time. Lessee shall provide adequate waste and rubbish receptacles, cabinets, book cases, map cases, etc., necessary to prevent unreasonable hardship to Lessor in discharging its obligations regarding cleaning service.
- 3. Movement of furniture or office equipment in or out of the Building, or dispatch of receipt by Lessee of any heavy equipment, bulky material or merchandise which requires use of elevators or stairways, or movement through the Building's service dock or lobby entrance shall be restricted to such hours as Lessor shall designate. All such movement shall be in a manner to be agreed upon between Lessee and Lessor in advance. Such prior arrangements shall be initiated by Lessee. The time, method, and routing of movement and limitations for safety or other concern which may prohibit any article, equipment or other items from being brought into the Building shall be subject to Lessor's discretion and control. Any hand trucks, carryalls, or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards, and such other safeguards as the Building shall require. Although Lessor or its personnel may participate in or assist in the supervision of such movement, Lessee assumes final responsibility for all risks as to damage to articles moved and injury to other persons or property engaged in such movement, including equipment, property and personnel of Lessor if damaged or injured as a result of acts in connection with carrying out this service for Lessee, from the time of entering the property to completion of work. Lessor shall not be liable for the acts of any person engaged in, or any damage or loss to any of said property or persons resulting from any act in connection with such service performed by Lessee.
- 4. No sign, advertisement or notice shall be displayed, painted or affixed by Lessee, its agents, servants or employees, in or on any part of the outside or inside of the Building or Leased Premises without prior written consent of Lessor and then only of such color, size, character, style and material and in such places as shall be approved and designated by Lessor. Signs on doors and entrances to the Leased Premises shall be placed thereon by Lessor.
- 5. Lessee shall not place, install or operate on the Leased Premises or in any part of the Building any engine, refrigerator, heating or air conditioning apparatus, stove, or machinery, or conduct mechanical operations, or place or use in or about the Leased Premises any inflammable, explosive, hazardous or odorous solvents or materials without the prior written consent of Lessor. No portion of the Leased Premises shall at any time be used for cooking, sleeping, or lodging quarters.
- 6. Lessee shall not make or permit any loud or improper noises in the Building or otherwise interfere in any way with other tenants.
- 7. Lessor will not be responsible for any lost or stolen personal property or equipment from the Leased Property or public areas, regardless of whether such losses occur when the area is locked against entry or not.
- 8. Lessee, or the employees, agents, servants, visitors or licensees of Lessee, shall not, at any time or place, leave or discard rubbish, paper, articles or objects of any kind whatsoever outside the doors of the Leased Premises or in the corridors or passageways of the Building or attached garage. No animals, bicycles or vehicles of any description shall be brought into or kept in or about the Building.

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- 9. No additional lock or locks shall be placed by Lessee on any door in the Building unless written consent of Lessor shall have first been obtained. A charge will be made for each additional key furnished. All keys shall be surrendered to Lessor upon termination of tenancy.
- 10. None of the entries, passages, doors, hallways, or stairways in the Building shall be blocked or obstructed.
- 11. Lessor shall have the right to determine and prescribe the weight and proper position on any unusually heavy equipment, including computers, safes, large files, etc., that are to be placed in the Building, and only those which in the exclusive judgment of the Lessor will not do damage to the floors, structure and/or elevators may be moved into the Building. Any damage caused by installing, moving or removing such aforementioned articles in the Building shall be paid for by Lessee.
- 12. All Christmas and other decorations must be constructed of flame retardant materials.
- 13. Lessee shall provide Lessor with a list of all personnel authorized to enter the Building after hours (6:00pm to 6:00am Monday through Friday and 24 hours a day on weekends and holidays).
- 14. After hours air conditioning/heating (7:00pm to 7:00am Monday through Friday, 12:00am to 8:00am and Noon to Midnight Saturday and 24 hours a day Sundays and holidays) must be requested in writing by noon of a regular work day prior to the day for which additional air conditioning is requested. Lessee shall be charged the prevailing hourly rate.
- 15. Names to be placed on or removed from the Director Board in the lobby of the Building should be furnished to the office of the Building in writing on Lessee's letterhead. Lessee shall have use of the same percent of the Directory Board as Lessee's Net Rentable Area is to the Total Net Rentable Area of the Building. Building Directory Board strips and suite signs will be provided at Lessee's expense.
- 16. Any additional services as are routinely provided to tenants, not required by the Lease to be performed by Lessor, which Lessee requests Lessor to perform, and which are performed by Lessor, shall be billed to Lessee at Lessor's cost plus 15%.
- 17. All doors leading from the public corridors to the Leased Premises are to be kept closed when not in use.
- 18. Canvassing, soliciting or peddling in the Building is prohibited and Lessee shall cooperate to prevent same.
- 19. Lessee shall give immediate notice to the office of the Building in case of accidents in the Leased Premises or in the Building or of defects therein or in any fixtures or equipment or of any known emergency in the Building.
- 20. Lessee shall not use the Leased Premises or permit the Leased Premises to be used for photographic, multilith or multigraph reproductions, except in connection with its own business.
- 21. The requirements of Lessee will be attended to only upon application at the office of the Building. Employees of Lessor shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the Building.
- 22. Lessee shall place or have placed solid pads under all rolling chairs such as may be used at desks or tables. Any damages caused to carpet by not having same shall be repaired or replaced at the expense of Lessee.
- 23. Lessor reserves the right to rescind any of these Rules and Regulations of the Building and to make such other and further rules and regulations as in its judgment shall from time to time to be needful for the safety, protection, care, and cleanliness of the Building, the Leased Premises, the operation thereof, the preservation of good order therein and the protection and comfort of the other tenants in the Building and their agents, employees, and invitees, which rules and regulations, when made and written notice thereof is given to Lessee, shall be binding upon Lessee in like manner as if originally herein prescribed.

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Certificate Of Completion

Envelope Id: F482F9E6-241A-4B32-A426-E39A2154B485

Subject: Complete with Docusign: 14011.112 CKM Property Management.lease.docx

Source Envelope:

Document Pages: 15 Certificate Pages: 5

Signatures: 0 Initials: 0

Signature

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:

LandPark Commercial - Rosie Daily 2550 Gray Falls Drive Suite 400

Houston, TX 77077 rdaily@landparkco.com IP Address: 71.78.136.211

Record Tracking

Status: Original

10/14/2025 11:04:14 AM

Holder: LandPark Commercial - Rosie Daily

rdaily@landparkco.com

Location: DocuSign

Signer Events

Bruce Wade Deckard Bruce@ckm1.com

President

CKM

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 10/14/2025 12:34:26 PM

ID: 3a4c96e1-4c46-4e42-9d69-39a41a673d0d

Caroline Alexander

caroline.m.alexander@gmail.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 10/9/2025 3:21:39 PM

ID: a96fca82-5ae0-46dc-a299-7fd293a81130

Timestamp

Sent: 10/14/2025 11:11:14 AM Viewed: 10/14/2025 12:34:26 PM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Ross Miller

rmiller@landparkco.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 5/14/2025 12:45:20 PM

ID: 919b4564-80ca-4eb7-9619-cdc368c5a40b

Ryan Burnaman

rburnaman@landparkco.com

Security Level: Email, Account Authentication (None)

Carbon Copy Events

Status

Timestamp

Electronic Record and Signature Disclosure:

Accepted: 7/9/2020 2:32:25 PM ID: 2646485e-c67e-45d8-92f0-10b437a2cca7

Bill McGrath

bmcgrath@landparkco.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 9/29/2025 10:58:28 AM ID: 64e806a1-6316-48e5-9204-17725c5c06f7

Kirt Rimpela

krimpela@landparkco.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Diane Booker

dbooker@landparkco.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	10/14/2025 11:11:14 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature	Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, LandPark Commercial (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact LandPark Commercial:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alewis@landparkco.com

To advise LandPark Commercial of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alewis@landparkco.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from LandPark Commercial

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alewis@landparkco.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with LandPark Commercial

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alewis@landparkco.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify LandPark Commercial as described above, you consent to
 receive exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to you by LandPark Commercial during the course of your relationship with
 LandPark Commercial.