

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this _____ day of September, 2025, by and between NINE01 McDonald LLC, a Texas limited liability company ("Landlord") and _____, a _____ ("Tenant").

ARTICLE I FUNDAMENTAL LEASE PROVISIONS

- 1.1 Landlord: NINE01 McDonald LLC
7250 Dallas Parkway, Suite 400
Plano, TX 75024
- 1.2 Tenant: Collin County Construction & Projects

- 1.3 Premises: Suite 601 – 5,636 Square Feet See *Exhibit A attached hereto*.
- 1.4 Property: That certain flex industrial development commonly referred to as NINE01 McDonald with an address of 901 North McDonald Street, McKinney, TX 75069.
- 1.5 Lease Term: Eighteen months commencing on the Commencement Date
- 1.6 Extension: One two-year option to renew. Tenant must provide Landlord with a minimum of one hundred twenty (120) days' advanced written notice.
- 1.7 Commencement Date: September 29th, 2025
- 1.8 Rent Commencement Date: September 29th, 2025
- 1.9 Base Rent: \$8,454.00 per month (\$18.00/PSF) with a 4% annual increase starting in month thirteen (13).
- 1.10 Prepaid Rent: N/A
- 1.11 Security Deposit: \$11,125.00
- 1.12 Tenant's Proportionate Share: 6.0% (the leasable square footage of the Premises divided by the total square footage of leasable space in the Property).
- 1.13 Allowance: N/A
- 1.14 Permitted Use: Tenant may use the Premises for operation of a general office and warehousing.
_____.
- 1.15 Landlord's Broker: Rich Young Company
- 1.16 Tenant's Broker: DFW Lee & Associates, LLC

ARTICLE II PREMISES

- 2.1 Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises. Landlord shall deliver the

Premises to Tenant in their as-is, where-is condition on the Effective Date. Acceptance of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the Premises in its as-is, where-is condition and Landlord has no construction obligations with respect to the Premises. Landlord will deliver the Premises with all mechanical, electrical, plumbing, overhead doors in good working order. Tenant will have up to 30 days after commencement date to let Landlord know if any such items are not in good working order.

2.2 Term. This Lease shall be for a term consisting of the period of time set forth as in Article I, unless this Lease is sooner terminated pursuant to the provisions of this Lease or is extended by written agreement of the parties. All of Tenant's obligations under this Lease shall commence on the earlier of the Commencement Date or the date on which Landlord delivers possession of the Premises to Tenant; provided, however, Tenant's obligation to pay Base Rent will commence on the Rent Commencement Date. Provided Landlord is in receipt of a certificate of insurance, security deposit, and first month's rent check, Tenant shall have free early access to the premises once the lease has been fully executed to install FF&E.

2.3 Extensions of Term. Provided Tenant is not in default of this Lease, Tenant may extend the term of this Lease for as many additional terms as provided in Article I. Said extension of term will be under the same terms and conditions as provided herein except that the Base Rent shall be at Fair market Value ("FMV") for comparable space in the submarket and will include market concessions, such as free rents, tenant improvement allowances and other landlord concessions, but in no circumstance shall the extension Base Rent be less than the current Base Rent in place preceding the extension. Landlord shall provide its determination of the FMV and the parties shall have thirty (30) days from such date to determine the FMV rate. If the parties cannot agree within such 120-day period, Tenant may either withdraw its exercise of the renewal option upon delivery of written notice to Landlord no later than 60-days prior to expiration of their lease.

2.4 Surrender. Upon the expiration or termination of this Lease, Tenant agrees to surrender to Landlord possession of the Premises and any fixtures and equipment owned by Landlord constituting part thereof (including any alterations made by Tenant but excluding Tenant's trade fixtures and equipment) with all keys and/or access cards thereto. Tenant shall, at Tenant's sole cost, remove all of Tenant's trade fixtures and equipment and, upon Landlord's request, any alterations made by Tenant to the Premises, and repair any damage caused by the removal thereof. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term.

ARTICLE III BASE RENT

3.1 Rent. For each month during the Term of this Lease, commencing on the Rent Commencement Date, Tenant shall pay Landlord as Base Rent the amount set forth in Article 1 in advance on the first day of each calendar month during the term of this Lease. Each monthly installment of Base Rent shall be payable to Landlord without demand, deduction, or set-off at the address set forth in Article 1 or at such other place as Landlord from time to time may designate in writing.

3.2 Additional Rent. This Lease is a triple net lease and, commencing on the Rent Commencement Date, Tenant shall be responsible for Tenant's Proportionate Share of Taxes, Insurance and Operating Expenses which is estimated to \$5.69/PSF.

3.3 Delinquent Payments and Late Charge. If any rent or other sums payable by Tenant under this Lease are not paid within five (5) days after such rent or other sums are due, then such unpaid rent or other sums shall bear interest at the rate of twelve (12%) percent per annum from the due date. In addition to such interest, if Tenant shall fail to pay any monthly installment of minimum annual rental by the fifth day of the month for which installment is due, a late charge of ten percent (10%) of the amount owed shall be paid immediately by Tenant to Landlord as additional rent.

3.4 Security Deposit. Tenant shall no later than the Commencement Date deposit with Landlord as a security deposit under this Lease the amount set forth in Article 1. Such security deposit shall be held by Landlord, without interest, as security for the faithful performance by Tenant of all the terms of this Lease to be observed and performed by Tenant. If the event of a Tenant default, Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply such deposit or so much thereof as may be necessary to cure the default; and Tenant forthwith upon demand by Landlord shall restore such deposit to its original amount. If Tenant complies with all of the terms of this Lease, then such deposit (or the portion thereof not applied by Landlord to cure a default by Tenant) shall be returned to Tenant within 30 days following the end of the Lease Term. In the event of bankruptcy or other creditor proceedings against Tenant, such security deposit shall be deemed to be applied first to the payment of rent and other sums due Landlord for periods prior to the commencement of such proceedings.

ARTICLE IV

USE AND OPERATION OF THE PREMISES

4.1 Permitted Use. Tenant may use the Premises only for the permitted use set forth in Article 1 and for no other purpose. Tenant agrees at all times to conduct its business in the Premises in a dignified, ethical, responsible, and reputable manner and at all times to comply with all laws, ordinances, and governmental regulations (whether now existing or hereafter enacted or adopted) affecting the Premises and its cleanliness, safety, occupancy, and use. If any governmental licenses or permits shall be required for the proper and lawful conduct of Tenant's business, then Tenant, at Tenant's expense, shall procure and maintain such licenses or permits and submit the same for inspection by Landlord. Tenant shall not create a nuisance within the Premises or the Property, or use any portion of the Premises for any activity or purpose which is considered by the Landlord to be objectionable due to sound, odor, visual effect or physical impact and which in the opinion of the Landlord will disturb other tenants of the Property.

4.2 Signs and Trade Fixtures. Subject to Landlord's prior written approval, Tenant may install, at Tenant's expense, signs relating solely to Tenant's business in the Premises which comply with all applicable covenants of record, laws, ordinances, and governmental regulations. Tenant shall be responsible, at its sole cost and expense, at the expiration or earlier termination of this Lease, for removal of all of Tenant's signage and repair of the walls and, if applicable, exterior facade after such removal.

4.3 Parking. Tenant and its employees shall park their motor vehicles only in the areas specifically designated from time to time by Landlord for that purpose to the extent allowed by law. Tenant acknowledges, understands and agrees that Landlord is not providing any exclusive parking rights as part of this Lease or any other agreement between the parties.

4.4 Environmental Matters. Except for reasonable quantities of materials reasonably related to Tenant's Permitted Use and that are used, handled, stored, transported and disposed of in accordance with all applicable laws, Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under or about the Premises by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees or invitees ("Tenant's Parties"). Tenant shall indemnify, defend and hold Landlord and its successors and assigns harmless from and against any and all actions, costs, claims, damages, fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief, liabilities or losses arising from a breach of this prohibition by Tenant or Tenant's Parties. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any federal, state or local laws, regulations or ordinances including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing links, acids, pesticides, ammonia compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

ARTICLE V DELIVERY; MAINTENANCE, REPAIRS AND ALTERATIONS OF THE PREMISES

5.1 Landlord's Work. Landlord shall, at its sole cost and expense, perform the work described in Exhibit B attached hereto ("Landlord's Work"). Landlord shall be obligated to build only those items specifically enumerated in Exhibit B, and to substantially complete the construction thereof as soon as reasonably possible after execution of this Lease. Landlord's Work shall be deemed to be "Substantially Complete" when Landlord's architect shall have issued to Tenant a certification in form and content reasonably acceptable to Tenant to the effect that Landlord's Work has been substantially completed in accordance with Exhibit B, except for minor or insubstantial items which, either individually or in the aggregate, do not unreasonably affect Tenant's ability immediately to occupy the Premises and which by their nature can be completed within sixty (60) days. If the Landlord is delayed or interrupted in the completion of the Landlord's Work by reason of: (i) changes made or requested by Tenant; (ii) Tenant's activities on the Property which unreasonably interfere with the progress of construction, or (iii) failure of Tenant to submit or approve drawings, plans and specifications or otherwise respond to requests or inquiries from Landlord within five (5) days after written request from Landlord (all of the delays described in clauses (i) – (iii) are hereinafter collectively referred to as "Tenant Delays") then the date of Substantial Completion shall be deemed to be the date in which Landlord would have delivered the Premises with Landlord's Work if such Tenant Delay had not occurred. All such work shall be done in a good and workmanlike manner and so as to conform to all building codes, ordinances and regulations. Acceptance of possession of the Premises by Tenant shall be conclusive evidence that Landlord's Work to the date of possession has been fully performed in the manner required. Except for Landlord's Work, as defined herein, Tenant hereby accepts the condition of the Premises in its current condition "as-is".

5.2 Tenant's Work. Tenant shall, at its sole cost and expense, construct any improvements necessary for Tenant to conduct its business in the Premises ("Tenant's Work") and in accordance with plans and specifications prepared by Tenant and approved in advance and in writing

by Landlord ("Tenant's Plans"). Tenant's Work shall be performed (i) by Tenant at Tenant's sole cost and expense, subject to the Allowance set forth in Article 1, (ii) in a first class, workman-like manner with first class materials, (iii) in conformance with all building codes, orders and regulations, (iii) by duly qualified or licensed persons, and (iv) in accordance with all requirements set forth in this Lease.

5.3 Maintenance and Repairs. Except as otherwise performed by Landlord, Landlord shall perform all maintenance of the Common Areas, except for the maintenance of those certain Common Areas that are determined to be, from time to time, for the exclusive use of the Premises, which shall be the Tenant's sole responsibility. Landlord shall maintain the Common Areas and the structural portions of the Building (e.g., the roof, foundation and load bearing walls), the costs of which shall be included in Operating Expense (defined below). Tenant, at its expense, shall keep, maintain, repair and replace the Premises, in good, safe, and sanitary condition and shall repair and replace the same at all times during the term of this Lease in such manner as Landlord reasonably may require and also as may be required to cause Tenant's use or alteration of the Premises to comply with all applicable laws. Tenant, at its expense, shall promptly make any and all reasonable and ordinary repairs and replacements to the Premises and to the fixtures and equipment serving or constituting a part thereof which may be required to comply with the obligations of Tenant under this Section. Tenant shall be financially responsible for providing a semi-annual maintenance HVAC plan and one thousand dollars (\$1,000.00), per unit per year for any, repairs or necessary replacement of the heating system, ventilating equipment and/or air conditioning equipment and the landlord shall be financially responsible for the remainder of such maintenance, repairs and or necessary replacement.

5.4 Alterations by Tenant. Tenant shall not make any alterations to the Premises without the prior written approval of Landlord. Tenant shall have no authority to cause or permit a mechanic's, construction, or other lien to arise or be perfected with respect to the Property. If such lien is filed against the Property, for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, then Tenant shall cause such lien to be discharged of record by bond or otherwise within thirty (30) days after written request by Landlord.

5.5 Insurance During Construction. During any construction by Tenant, Tenant agrees, at its sole cost and expense, to obtain and maintain Builder's Risk Insurance or such other insurance as is necessary and adequate to fully protect Landlord, as well as Tenant, from and against any and all liability for death or injury to person, or damage to property, caused by the construction of Tenant's Work and construction of any alterations or improvements during the Lease Term ("Construction Liability Insurance") and to carry worker's compensation insurance within statutory limits. Construction Liability Insurance limits of \$2,000,000.00 shall be deemed to be adequate. Tenant shall provide Landlord with certificate of insurance prior to commencement of construction.

ARTICLE VI OPERATING EXPENSES

6.1 Definition of Common Areas. The term "Common Areas" shall mean all areas within the exterior boundaries and ingress and egress roadways for the Property which are now or hereafter may be available, as determined from time to time by Landlord, for the joint and common use and benefit of Landlord, tenants of the Property and their employees, agents, servants and other invitees.

6.2 Operating Expenses. Tenant shall pay to Landlord, as additional rent, Tenant's Proportionate Share of the costs and expenses that are incurred by Landlord during and fairly attributable to the Term in equipping, policing and protecting, lighting, repairing, replacing, resurfacing, managing, and maintaining the Common Areas and otherwise complying with Landlord's maintenance, repair and replacement obligations (collectively, the "Operating Expenses"). Operating Expenses shall not include: (i) depreciation of the improvements; (ii) all expenses directly resulting from the gross negligence or willful misconduct of the Landlord; (iii) expenses incurred in leasing or obtaining new tenants or retaining existing tenants; (iv) property additions considered capital under generally accepted accounting principles consistently applied, (v) interest, principal, or other costs associated with any debt or refinancing; (vi) any income, estate, inheritance, or other transfer tax and any excess profit, franchise, or similar taxes on Landlord's business; (vii) costs of a capital nature including capital improvements, capital replacement, capital equipment and capital tools, as determined under generally accepted accounting principles, as well as the amortization and depreciation of those costs; provided, however, if such capital items are required by applicable laws promulgated after the Effective Date or implemented for the purpose of reducing Operating Expenses, then such cost may be included provided it is amortized over its useful life (and only the amortized portion attributable to the Term is included); (viii) expenses paid by proceeds from insurance and (ix) overhead and profit increment paid to subsidiaries or affiliates of Landlord for services on or to the Property, to the extent only that the costs of such services exceed competitive costs of such services were they not so rendered by a subsidiary or affiliate.

6.3 Payment. Commencing on the Rent Commencement Date, Tenant's Proportionate Share of the Operating Expenses shall be paid in monthly installments on the first day of each calendar month in advance, in an amount reasonably estimated by Landlord. Within ninety (90) days after the end of each calendar year, Landlord shall furnish Tenant with a statement summarizing the actual Operating Expenses for the preceding calendar year and setting forth the method by which Tenant's Proportionate Share of the Operating Expenses was determined as herein provided.

To the extent the aggregate of the monthly Operating Expenses paid by Tenant during such calendar year exceeds the amount which is payable by Tenant during such calendar year, the difference shall be credited against the next succeeding monthly payment of Tenant's Proportionate Share of the Operating Expenses to be made by Tenant, except during the last calendar year of the term, Landlord will refund such excess to Tenant within thirty (30) days following the expiration of the term, provided Tenant has discharged all of its obligations under this Lease. If the aggregate of the monthly payments of Tenant's Proportionate Share of the Operating Expenses paid by Tenant during any calendar year is less than the actual amount due, Tenant shall pay Landlord the difference between the amount paid by Tenant and the actual amount due, within thirty (30) days of demand therefor by Landlord.

6.4 Utilities. Tenant shall pay for all gas, electricity, telephone, and other utility services used or consumed in or about or furnished to the Premises during the term of this Lease beginning on the Commencement Date. In the event any of the utilities are not separately metered, Tenant shall pay its proportionate share of such utilities, as may be reasonably allocated by Landlord. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises. Unless caused by Landlord's willful misconduct or gross negligence, Landlord shall not be liable for any interruption in the supply of any utilities.

ARTICLE VII TAXES, INSURANCE AND INDEMNIFICATION

7.1 Taxes. Tenant shall pay to Landlord as additional rent the real estate taxes and installments of assessments levied and assessed of any kind or nature against the Premises based upon the years in which the same are levied within the Term. Payment shall be made in the same manner as set forth in Section 6.3 for Tenant's Proportionate Share of Operating Expenses. If not separately assessed, Landlord shall have the right to reasonably allocate the real estate taxes and assessments levied against the Property amongst the leasable area in the Property. Tenant shall pay before delinquency any and all taxes, assessments and public charges levied, assessed or imposed upon Tenant's business, or upon Tenant's fixtures, furnishings or equipment in the Premises, or upon any leasehold interest or personal property of any kind, owned by or placed in, on or about the Premises by Tenant.

7.2 Public Liability & Casualty Insurance. Tenant shall pay as additional rent its Tenant's Proportionate Share of the liability insurance, property insurance and other insurance carried by Landlord. Payment shall be made in the same manner as set forth in Section 6.3 for Tenant's Proportionate Share of Operating Expenses. Tenant will not use or occupy the Premises in a manner which would invalidate or cause an increase in the cost of such insurance. If not separately billed, Landlord shall have the right to reasonably allocate the insurance premium for amongst the leasable area in the Property. Tenant, at its expense, at all times during the term of this Lease and any other period of occupancy of the Premises by Tenant shall obtain and keep in force with respect to the Premises comprehensive public liability insurance in form customarily written for the protection of owners, landlords, and tenants of real estate, with Landlord and Tenant as named insureds, which insurance shall provide coverage of not less than \$2,000,000.00 for each occurrence of bodily injury, death or property damage. In addition, Tenant agrees, at its expense, during the Term and any other period of occupancy of the Premises by Tenant to obtain and keep in force with respect to Tenant's leasehold improvements, inventory, fixtures and equipment, signs and other personal property in the Premises replacement value fire and broad form extended coverage insurance. Tenant shall furnish Landlord with an appropriate certificate evidencing that all such insurance is in force and that Landlord is a named insured thereunder; and such policies shall provide that they may not be canceled without at least thirty (30) days prior written notice to Landlord.

7.3 Waiver of Claims. Each party hereto hereby waives any and all claims for or right of recovery which such party or anyone claiming through such party may have against the other party hereto (or such other party's officers, agents, or employees) for, or with respect to, any loss of or damage to such waiving party's property or personal injury which is insured or indemnified under valid policies, whether or not such loss, damage, or business interruption is caused by the negligence of such other party or any person for whose actions such other party may be responsible or liable; provided, that the foregoing waiver shall be effective only to the extent of the insurance proceeds actually collected under such policies in respect of such loss or damage and only when permitted by the applicable insurance policy.

7.4 Indemnification. Tenant shall hold Landlord, its employees or agents harmless and defend the Landlord, its employees or agents from and against any and all losses, damages, claims, or liability for any damage to any property or injury, illness or death of any person: (a) occurring in, on, or about the Premises, or any part thereof, arising at any time and from any cause whatsoever other than solely by reason of the gross negligence or willful misconduct of the Landlord, its employees or agents; and (b) occurring in, on, or about any part of the Property when such damage, injury, illness or death shall be caused in whole or in part by the negligence or willful misconduct of Tenant, its agents, servants, employees, invitees or licensees. The provisions of this Article shall survive the termination of this Lease with respect to any damage, injury, illness or death occurring prior to such termination.

7.5 No Liability of Landlord. Landlord shall not be responsible or liable to Tenant or anyone claiming through Tenant for any loss or

damage that may be caused by or through the acts or omissions of persons occupying the Property (or of their customers, employees, agents, or invitees) or for any expense, loss, or damage sustained by Tenant or anyone claiming through Tenant from (a) the bursting, stoppage, or leaking of water, gas, sewer or steam pipes, downspouts, tanks, drains, or fixtures wherever located, (b) broken glass, (c) water, snow, or ice, (d) theft or other dishonest act by anyone other than Landlord, (e) water, wind, or other weather or natural condition or event, or (f) defects in the Premises or any fixtures or equipment therein.

ARTICLE VIII DAMAGE OR DESTRUCTION

8.1 **Damage or Destruction.** If the Premises shall be partially damaged or destroyed by fire or any other casualty, then Landlord shall have the option either to cancel this Lease by notice to Tenant in writing within sixty (60) days after the occurrence of such damage or destruction or to repair and restore the Building to at least the condition it was in on the Commencement Date, in which latter event this Lease shall continue in full force and effect. If Landlord repairs or restores the Premises pursuant to this Article, then Tenant at its expense promptly shall repair, restore or replace all of its leasehold improvements, trade fixtures, and personal property damaged or destroyed by such fire or other casualty. In the event of termination, all proceeds from Tenant's fire and extended coverage insurance covering Tenant's leasehold improvements and alterations (but excluding proceeds for trade fixtures and other removable personal property) shall be disbursed and paid to Landlord. In the event of any damage to, or destruction of, the Premises which makes the Premises in whole or in part unfit for use by Tenant in the normal course of its business in the Premises, then the Rent, or a proportionate part thereof based upon that portion of the Premises which is unfit for use by Tenant in the normal course of its business, shall abate until the Premises have been substantially repaired or restored by Landlord.

ARTICLE IX DEFAULT

9.1 **Default.** If Tenant defaults in the payment of Rent or other sums due and payable by Tenant to Landlord under this Lease for a period of more than five (5) days after the due date, or if Tenant violates or defaults in the performance of any covenant, agreement, or other condition contained in this Lease for a period of more than ten (10) days after written notice of such violation or default has been given by Landlord to Tenant (or, in the case of a default not curable within ten (10) days, if Tenant shall fail to commence to cure such default within such ten (10) days and thereafter proceed diligently to complete the cure thereof), then Landlord, at its option, may re-enter and repossess the Premises, with or without process of law, and, at its option, may declare this Lease terminated and the term of this Lease ended forthwith; and Landlord shall not be liable for damages by reason of such re-entry and repossession. Notwithstanding such re-entry and repossession by Landlord and whether or not Landlord exercises its option to terminate this Lease, the liability of Tenant for the payment of the rent and other sums due or to become due under this Lease and for the performance of Tenant's other obligations under this Lease for the remainder of the term of this Lease (determined as if Landlord had not terminated this Lease) shall not be relinquished or extinguished but shall continue in full force and effect; and Landlord at any time may commence such one or more actions as it may deem necessary to collect any sums due from or payable by Tenant under this Lease for such period. In the event of any such re-entry and repossession, Landlord shall have the right to relet all or any portion of the Premises upon such terms and conditions as Landlord may deem appropriate; and any such reletting shall not relieve Tenant of any of its obligations to Landlord under this Lease, except to the extent of any net rentals actually received by Landlord from such reletting after deducting all of Landlord's expenses incurred in preparing for and accomplishing such reletting. Tenant hereby waives any right of redemption which it may have under any present or future law in the event Tenant is evicted from or dispossessed of the Premises for any reason. Tenant's surrender of possession of the Premises to Landlord prior to the end of the term of this Lease and Landlord's acceptance of such surrender shall not effect a termination of this Lease or release Tenant from any of its obligations under this Lease for the remainder of the term of this Lease.

9.2 **Bankruptcy.** In the event Tenant becomes the subject of voluntary or involuntary proceedings under the federal bankruptcy statutes as in effect from time to time, Landlord shall have all of the rights and remedies which are available to a landlord under such statutes in such an event. Such event also shall constitute a default under this Lease, and Landlord thereupon may exercise all of its rights and remedies under Section 9.1 unless prohibited from doing so by such statutes.

9.3 **Waivers.** One or more waivers by Landlord or Tenant of a breach of any covenant or condition by the other of them shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord or Tenant to or of any act by either requiring the other's consent or approval shall not be deemed to waive or render unnecessary either party's consent to, or approval of, any subsequent similar act by the other party. No waiver or consent of either party shall be binding unless in writing, and Landlord's acceptance of rent with knowledge of the existence of any breach of this Lease by Tenant shall not constitute a waiver of such breach.

9.4 **Cumulative Rights.** The rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and may be exercised on one or more occasions; and none of them shall be construed as excluding any other or additional right, priority or remedy allowed or provided by law or in equity.

ARTICLE X
SUBORDINATION OF LEASE; ESTOPPEL CERTIFICATES

10.1 Subordination of Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord; provided, however that Landlord shall obtain written acknowledgment of non disturbance from any mortgage holders with respect to the Property and Tenant's leasehold interest therein. In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord. Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

10.2 Estoppel Certificates. Tenant shall, upon written request from Landlord, execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, setting forth the modifications), that Landlord has performed all of its obligations under this Lease and is not in default under this Lease, the date to which the rent and other sums payable by Tenant under this Lease have been paid in advance (if any), the commencement and termination dates of the term of this Lease, and such additional facts as reasonably may be required by Landlord.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1 Notices. Any notice to be given hereunder shall be given in writing and be sent by registered or certified mail or reputable overnight delivery, such as Federal Express, to the address set forth in Article I or such other address as is provided by written notice given under this Lease. Notices may be sent by electronic correspondence only to the extent the other party confirms receipt.

11.2 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by Landlord or Tenant, or by any third party, to create the relationship of principal and agent's partnership or joint venture between Landlord and Tenant.

11.3 Time of Essence. Time is of the essence of this Lease.

11.4 Brokers. Each of the parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, other than those set forth in Article 1, and each of the parties agrees to indemnify the other against, and hold it harmless from, any expense or liability for commissions or other compensation or charges claimed by any other broker or agent with respect to this Lease. Parties shall execute and deliver a commission agreement per a separate written agreement.

11.5 Severability. If any provision of this Lease shall be declared legally invalid or unenforceable, then the remaining provisions of this Lease nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

11.6 Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

11.7 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the state of Texas.

11.8 Assignment and Subletting. Tenant shall have no right to assign this Lease or to sublet the Premises without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall not allow, or permit any transfer of this Lease, or of any interest in or rights under this Lease, by operation of law and shall not mortgage, pledge, or encumber this Lease, or any interest herein.

11.9 Binding Agreement. All rights and liabilities given to, or imposed upon, Landlord or Tenant in this Lease shall extend to, and bind,

their respective heirs, executors, administrators, personal representatives, successors and assigns. No rights, however, shall inure to the benefit of any assigns of Tenant, unless the assignment thereof to such assignee has been approved in writing by Landlord.

11.10 Entire Agreement. Landlord and Tenant hereby agree that this document contains the entire agreement between them and that there are no other agreements, written or verbal, between them pertaining to the Premises or the subject matter hereof. This Lease may only be amended or supplemented by an agreement in writing which has been signed by both parties.

11.11 Sale by Landlord. In the event of any sale or exchange of the Premises by Landlord or assignment by Landlord of this Lease, the selling, exchanging or assigning Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease that occurs after the consummation of such sale, exchange or assignment; provided such purchaser or assignee shall expressly assume said covenants and obligations of Landlord.

11.12 Rules and Regulations. Tenant agrees to be governed by Rules and Regulations that the Landlord shall from time to time promulgate with respect to the Landlord's and the Premises and such Rules and Regulations are expressly made a part of this Lease.

11.13 Entry by Landlord. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the Premises or for any other lawful purpose; provided, such entry shall not unreasonably interfere with the conduct of Tenant's business.

11.14 Patriot Act. Neither Tenant nor its constituents or affiliates are in violation of any laws relating to terrorism or money laundering, including the Executive Order and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the "Patriot Act"). Neither Tenant nor any of its constituents or affiliates is a "Prohibited Person" (as defined in the Patriot Act). Neither Tenant nor any of its affiliates or constituents is or will: (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act.

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IN WITNESS WHEREOF, the undersigned parties have executed this Lease the day and year written below.

TENANT:

a _____

By: _____

Name: _____

Title: _____

LANDLORD:

NINE01 McDonald, LLC,
a Texas limited liability company

By: _____

Name: Joshua L. Oerke

Title: Authorized Member

Exhibit A

Depiction/Description of Premises

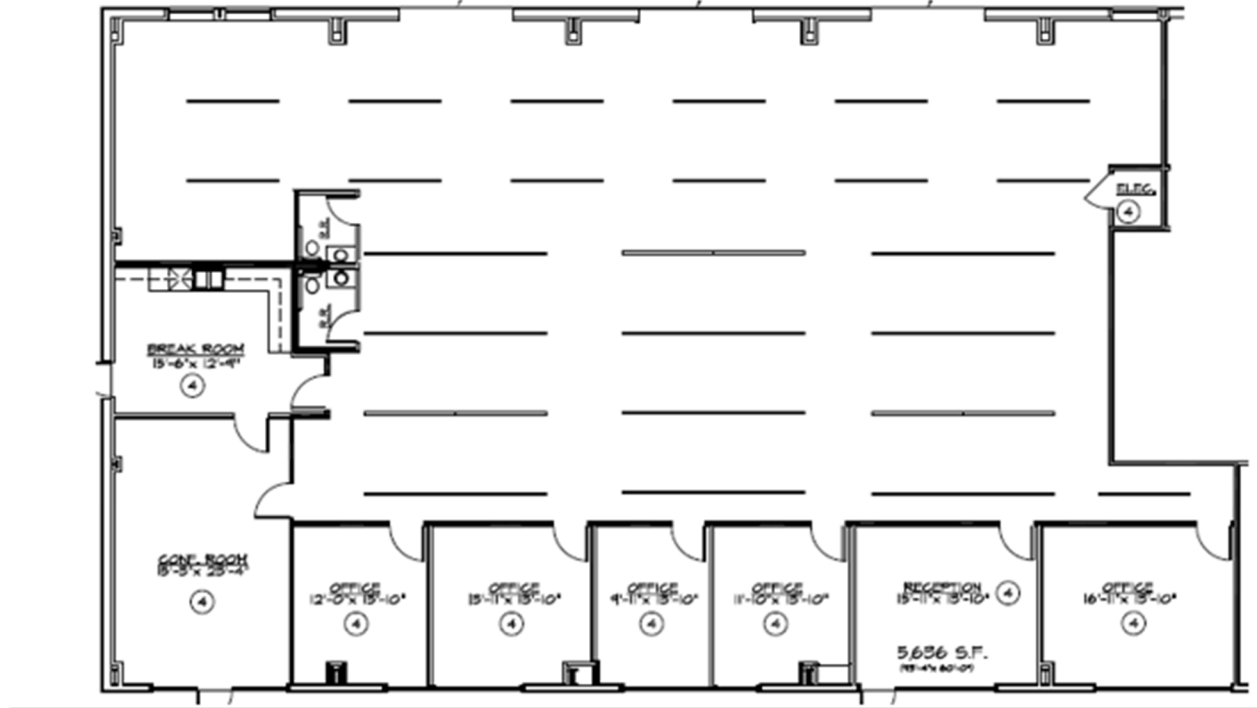


Exhibit B

Landlord's Work

Landlord to replace two (2) HVAC units that are currently down that service the suite. If the current HVAC units are not working and both new HVAC units have not been installed by 10/15/25, Tenant will have free gross rent for each day after 10/15/25 that the units are not installed and working properly.