FIRST AMENDMENT TO LEASE AGREEMENT

Effective Date:

December 1, 2022

Landlord:

Gateway Church

Landlord's Address:

500 S. Nolen Road

Southlake, Texas 76092

Tenant:

Urbanology Designs

Tenant's Address:

8300 Starnes Road

North Richland Hills, Texas 76182

Premises:

Thirty-Six (36) Parking Spaces shown in attached diagram (Exhibit #1) and located at:

7501 Davis Boulevard

North Richland Hills, Texas 76182

1. Add additional term as follows:

Term:

The term of this Agreement shall be from December 1, 2022 through November 30, 2025 ("Term"). thirty-six (36) months, commencing on the Commencement Date and ending on November 30, 2025, subject to adjustment and earlier termination as provided in the Lease Agreement;

Commencement Date: December 1, 2022

Base Rent:

Months 1-36

\$0.00

Additional Terms:

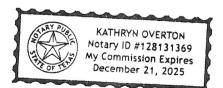
None

- 2. During the additional term, either party may terminate the Lease, without cause and for that party's convenience, without liability to the other party upon one hundred eighty (180) days' notice to the other party.
- 3. Except as amended herein, the terms and conditions of the Lease Agreement with an Effective Date of May 20, 2019 shall continue in full force and effect and are hereby ratified in their entirety.

First Amendment to Lease Agreement Page 3 of 3

URBANOLOGY DESIGNS Printed Name: Eric Curti Title: Owner Date: 12/1/22STATE OF TEXAS COUNTY OF Tarran BEFORE ME, a Notary Public, on this day personally appeared Eric Curtis the above signed, who, under oath, stated the following: "I hereby certify that I am the tenant, or duly authorized agent of the tenant, for the purposes of this Lease Amendment; that all information submitted herein is true and correct." SUBSCRIBED AND SWORN TO before KATHRYN OVERTON Notary ID #128131369 me, this 1 day of Delember, 2022 My Commission Expires December 21, 2025 Notary Seal Printed Name: Courtney Scheidegger Title: Exec. Dir. of Campus Development Date: 12/1/22 STATE OF TEXAS COUNTY OF Tarrant BEFORE ME, a Notary Public, on this day personally appeared the above signed, who,

under oath, stated the following: "I hereby certify that I am the landlord, or duly authorized agent of the landlord, for the purposes of this Lease Amendment; that all information submitted herein is true and correct."

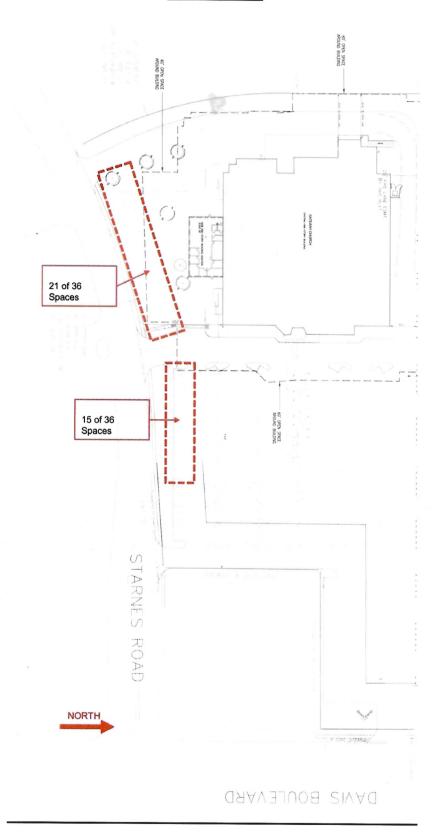


Notary Seal

SUBSCRIBED AND SWORN TO before

1 day of December, 20 23

EXHIBIT #1



Texas Residential Lease Agreement

This Lease Agreement (the "Agreement") is made and entered on May 20, 2019 (the "Effective Date") by and between Gateway Church (the "Landlord") and the following tenants:

Urbanology Designs

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

- **1. Property.** Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant 36 parking spaces, described below, located at 7501 Davis Blvd., North Richland Hills, Texas 76182 (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.
- **2. Term.** This Agreement will begin on May 20, 2019 (the "Start Date") and will terminate on May 31, 2021 (the "Termination Date"), and thereafter will be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.
- **3. Management.** The Tenant is hereby notified that Gateway Church is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact Gateway Church by one of the methods below:

Address: 500 South Nolan, Southlake, Texas 76182

Telephone: 817-552-3600

Email: david.fink@gatewaystaff.com

4. Rent. Tenant will pay to Landlord rent in the amount of 0 (the "Rent"), payable in advance on the 1st day of each month, and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day.

Payments should be sent to:

Payment address: 500 South Nolan, Southlake, Texas 76092, or at such other place as Landlord may designate from time to time.

Payments can be made by using one of the following methods of payment:

Acceptable forms of payment:

- Personal check
- Money order
- Cashier's check

Tenant agrees to submit rent payments by one of the methods above. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date. Rent payments for any partial month will be pro-rated at the rate of 1/30th of the monthly rent payment per day.

- **5. Non-Sufficient Funds.** Tenant will be charged a monetary fee of \$25.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all late payments provisions included in this Agreement (if any). All charged will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Agreement.
- **6. Failure to Pay.** Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.
- **7. Occupants.** The only persons who may use the Property during the term of this Agreement are:
- Urbanology Designs
- **8. Possession.** Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.
- **9. Use of Property/Absences.** Tenant will occupy and use the Property as a parking facility.

- **10. Storage.** No additional storage space on the Property is authorized, permitted or provided. Any personal property stored in the common areas of the Property will be removed without notice.
- **11. Parking.** Tenant is permitted parking as follows:

36 Designated Parking Spaces Located Closest to Starnes Road

The assigned parking is to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks. Tenant will park in assigned space(s) only. Parking space(s) must be kept clean at all times. Vehicles leaking oil, gas, or other motor vehicle fluids will not be parked on the Property. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Property. Any parking that may be provided is strictly self-park and is at owner's risk. Landlord is not responsible for, nor does Landlord assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car of its contents.

11. Maintenance and Repairs. Landlord will, at Landlord's expense, and at all times maintain the Property in a clean and sanitary manner including all furniture, furnishings, and appliances therein and will surrender the same upon termination of tenancy in the same condition received, except for normal wear and tear. Tenant will be responsible for all damages in about the Property caused by Tenant's negligence and that of their family or invitees or guests. Tenant will immediately notify Landlord, in writing, of any problem, malfunction, or damage. Landlord believes the Property is in a habitable condition until written notice to the contrary is received by Landlord.

Notice: If landlord fails to make a requested repair that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Texas Property Code, Tenant may be entitled to exercise remedies under Texas Property Code §§ 92.056 and 92.0561. Tenant should not exercise the remedies outlined in Texas Property Code §§ 92.056 and 92.0561 without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Texas Property Code finds 7 days a reasonable period of time for the Landlord to repair a condition unless there are extenuating circumstances which warrant a different period of time is more appropriate. Failure to strictly follow the procedures outlined in the applicable sections of the Texas Property Code may cause Tenant to be in default of the lease.

12. Holding Over. Should the Tenant hold over the term hereby created with consent of the Landlord, the term of this lease will become a month-to-month tenancy and be deemed to be and be extended at the rental rate herein provided, and otherwise upon the terms and conditions in this Agreement, until either party hereto serves upon the other thirty (30) days written notice of termination, reflecting the effective date of cancellation.

13. Condition of Property. Tenant stipulates, represents and warrants that Tenant has examined the Property and accepts is "**AS-IS**," the Property being currently in good order, repair, and in a safe, clean and tenantable condition.

Tenant initial.

- **14. Casualty Loss or Condemnation.** If the Property is damaged by fire or other casualty or is condemned, then either Landlord or Tenant may terminate this Agreement by notifying the other party. Any prepaid Rent will be returned to the Tenant on termination. Texas Property Code § 92.054 governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlords sole property.
- **15.** Landlord Access to Property. Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty four (24) hour written notice will be deemed reasonable.
- **16. Indemnity Regarding Use of Property.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.
- **17. Accommodation.** Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenant's responsibility to make Landlord aware of any required accommodation. In wiring, the individual with the disability should specify the nature and effect of the

disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

- **18. Texas Property Code.** Landlord and Tenant each acknowledge that chapter 92 of the Texas Property Code, which deals with residential tenancies, affords certain rights and imposes certain duties on them.
- **19. Subordination of Lease.** This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.
- **20. Assignment and Subletting.** Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement, without the prior written consent of Landlord, which MAY be unreasonably withheld. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed on the Property even if a Tenant leaves the Property. This prohibition applies to each and every term of this Agreement in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing, and the consent of which Landlord may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Agreement.
- **21. Notice.** Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

Landlord:

Gateway Church 500 South Nolan, Southlake, Texas 76092

Tenant:

Urbanology Designs 8300 Starnes Road, North Richland Hills, Texas 76182

Such addresses may be changed from time to time by any party by providing notice as set forth above.

22. Venue and Governing Law. Exclusive venue is in the county where the Property is located. This agreement will be governed, construed and interpreted by, through and under the Laws of the State of Texas.

- **23. Waiver and Severability.** The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to the extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.
- **24. Time of Essence**. Time is of the essence with respect to the execution of this Lease Agreement.
- **25. Entire Agreement.** This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.
- **26. Application.** Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.
- **27. Binding Effect.** The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

Receipt

Tenant Initials 6
Landlord Initials of the second secon
Γotal Charges Received: \$
IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.
Landlord:
By: David Fink (May 17, 2019) Date: May 17, 2019
, for Gateway Church 500 South Nolan Southlake, Texas 76092
Γenant:
By: Date: 5/17/19 Urbanology Designs