

Caddo Office Reimagined Lease (the “Lease”) (as of 4/1/2023)

1) **RENTED SPACE; RENT PAYMENTS:**

Rented Space: Lessor leases to Lessee, and Lessee leases from Lessor, the Office Suite Number (the “Office Space”), along with the amenities and common facilities at or associated with the Office Suites Building (the “Building Amenities and Facilities”), all on the terms and conditions of this Lease, including the Rules of Occupancy described in this “Lease”. The Office Space, Office Suites Building and Building Amenities and Facilities are sometimes collectively called the “Premises”. Lessee states that the nature of its use of the Office Space shall be as outlined on the Lease Summary page (and Lessee agrees that its use of the Office Space will be consistent with this Lease unless otherwise agreed by Lessor in writing).

Rent: Lessee shall pay Rent to Lessor monthly. Lessor reserves the right to increase Rent. Rent increases implemented pursuant to this provision shall be deemed to be an amendment to this Lease without the requirement of a signed written amendment of the Lessor and Lessee. Lessor shall provide a 65-day minimum notice of Rent rate changes.

Rent Payments: Lessee agrees to pay Lessor’s total monthly invoice for Rent and ancillary fees on the 1st day of each month. An initial late fee is imposed for payments received after the 5th day of the month that payment is due, and a daily late fee thereafter. Failure to impose late fees shall not constitute a waiver of Lessor’s right to impose late fees at a later date. There is a fee for insufficient funds. No physical checks will be accepted. Lessor sends Lessee a monthly email invoice in advance of the 1st day of each month, when the Rent and ancillary fees are auto-debited from the default payment method on file. We offer the following Payment Methods:

1. ACH. Electronic check payment (no processing fee),
2. Credit or debit card payment. (plus third-party processing fee).

- 2) **TERM AND REQUIRED TERMINATION NOTICE**: Except as otherwise provided herein, this Lease is a “no-expiration” lease that continues in perpetuity until Lessee provides Lessor a Written Lease Termination Notice (herein so called), 60 days prior to termination or this Lease is otherwise terminated, as provided elsewhere herein. Lessee or Lessor may terminate this Lease, without cause, by providing the other party a written 60-day notice of termination.

In addition, Lessor shall have the right to terminate this Lease immediately by providing notice of such termination to Lessee if:

- (a) Lessee is in default of any of its obligations under this Lease and has not cured such default within 14 days of being notified of such default (provided that Lessor shall not be required to give notice of non-payment of Rent or other amount due from Lessee such that Lessor shall have the right to terminate the Lease if Rent or other amount due from Lessee is not paid within 21 days of its due date),
- (b) the conduct, activities, or use of the Office Space or the Building Amenities and Facilities by Lessee or any of Lessee’s invitees, employees, clients, guests, or affiliates (collectively, with Lessee, referred to as “LG”) is materially disruptive to other lessees’ use of their office space or the Office Suites Building, or
- (c) any LG (i) fails to materially comply with all applicable laws regarding the use of its Office Space or the Building Amenities and Facilities, (ii) engages in illegal conduct at its Office Space or at the Office Suites Building, or (iii) otherwise violates the “Prohibited Uses” provision in paragraph 15 of this Lease.

Upon the effective date of any termination, Lessor, in addition to any other remedy allowed for in paragraph 22 of this Lease, shall be entitled to remove Lessee’s contents from the Office Space and to re-let the Office Space.

- 3) **HOLDOVER:** If Lessee keeps possession of the Office Space, or any portion thereof, after Lease termination (a “Holdover”), then in addition to the remedies available elsewhere under this Lease or at law, Lessee will be a lessee at sufferance and must comply with all of Lessee’s obligations under this Lease, except that during the Holdover, Lessee will pay 200% of the monthly Rent and other fees last payable under this Lease, without prorating for any partial month occurring during a Holdover. **Lessee shall indemnify and defend Lessor from and against all claims and damages, both consequential and direct, that Lessor suffers due to Lessee’s failure to return possession of the Office Space to Lessor upon Lease termination.** Lessor’s acceptance of Lessee’s Holdover payment will not constitute Lessor’s consent to a Holdover or create or renew any tenancy.

- 4) **REFRESHING FEE:** Upon Lease execution, Lessee will deliver and pay to Lessor, as additional rent, the Refreshing Fee to pay Lessor to close out the Office Space following the termination of the Lease, which includes materials and labor for typical cleaning and restoration between occupancies, and associated overhead relating to same. The Refreshing Fee does not cover, and Lessee shall be responsible for, damages and expenses to the Office Space resulting from acts, omissions, negligence, carelessness, accident, or abuse of the Office Space by Lessee or by a guest or invitee of Lessee, in which event Lessee shall fully compensate Lessor for all amounts incurred by Lessor as a result of same. The Refreshing Fee is non-refundable and non-transferable.

- 5) **CUSTOMIZATIONS:** Customizations may be available for a fee, upon request. Customizations, and customization removals, are conducted within the Lease term. Customizations may include custom paint colors, window frosting, lighting, etc. Lessees are not permitted to self- perform customizations. If the Lessee is found to have self-performed a customization, Lessor will impose a fee to the Lessee in an amount necessary to replace, repair and compensate Lessor and others affected. Lessees are permitted to hang pictures and small shelves.

- 6) **AMENITIES:**
 - a) **Free Amenities:** Lessor may, but is not required to, provide

free amenities from time to time. Free amenities are not guaranteed, and the removal of any free amenity will not reduce the Rent or impact this Lease.

- b) **Conference Rooms**: Conference Rooms are a member-only shared amenity and are subject to the Conference Room Rules addendum; scheduling is based upon availability.
- c) **Café**: Sink, microwaves, coffee machines, ice/water machines, and refrigerators available. Lessees must clean up after themselves and all food and their containers will be disposed of according to signs posted on the refrigerators. Because some cafés are within the Community Area, this amenity is not always available during non-business hours as Lessor has the right to reserve it for exclusive private events. Unauthorized use for events or parties is strictly prohibited.
- d) **Internet**: High-Speed Internet is a free amenity. Please verify with the Building Manager the type and availability offered in each building. Please see the "Internet Policy" below. Lessor does not make any representation as to the security of the Lessor-provided internet service nor as to the protection or integrity of any data or information placed on the internet by Lessee.
- e) **Janitorial**: Common areas and restrooms are cleaned daily. Please help us keep all areas clean and enjoyable for everyone. Suite cleaning caddies and cordless vacuums can be checked out from the Building Manager for suite self-cleaning. Third party cleaning services may be engaged by the Lessee on their own accord.
- f) **Dumpster**: Lessee is expected to remove their normal office trash to the dumpster or area designated by Building Manager, and not in restroom and common area building receptacles. Use of the dumpster for household or off-site trash is prohibited. Please break down all cardboard boxes. A cleaning fee (\$50 minimum) will be invoiced to lessees responsible for improperly disposing of trash.
- g) **Parking**: During the term of this Lease, Lessee shall have the non-exclusive use in common with Lessor, and other lessees of the Office Suites Building, their guests and invitees, of the common

automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessee shall not store any object on the lot or occupy a space overnight. At Caddo Lakewood, members are expected to park in the parking garage so that the surface lot is available for visitors.

- h) **Utilities:** Lessor shall provide temperature conditioning 24/7. Lessor shall provide (a) temperature conditioning, between 69 – 74 degrees, during the hours of 7am–7pm M-F, 7am-5pm Sat., and 7am-3pm Sun.; (b) water for drinking, lavatory, and toilet purposes drawn through fixtures installed by Lessor; and (c) electricity, except when prevented by strike, accident or other cause beyond the control or prevention of Lessor, and except during the repairing of the apparatus provided in said building for the furnishing of said services. Lessee will not exceed "normal office utility use". Lessee will be responsible for excess use, including additional electrical circuits needed beyond 20A per suite. No suite shall be used (in whole or in part) as a “server room”. No bitcoin mining or vehicle charging is allowed at the Office Suites Building or its related facilities.
- i) **Common Areas:** The common areas inclusive of the lobby, hallways, and restrooms are available at all times. The Community Area is a free amenity M-F 9am–5pm, or when Caddo-approved events are not in session. Please check with Building Manager for scheduled events. Community Areas are shared spaces and are governed by building rules detailed in Section 11 of this Lease. Additionally, the following rules apply:
 - i) Unauthorized Lessee events or parties in these areas are prohibited. All special events must be reserved under a separate agreement and special insurance obtained by the Lessee.
 - ii) Users are expected to leave floors, tables, and counter areas clean.
 - iii) Groups may not monopolize the shared space in any way.

7) **OTHER SERVICES:**

- a) **Copier:** One copier code is available for each Lessee. There is a per a page fee for b/w copies and a separate per page fee for color copies (where available) and is invoiced monthly and

- subject to change.
- b) **Café Vending:** Coffee, snacks, and drinks are available from on-site vending machines. Vending machines are supplied by third parties.
 - c) **Static IP:** Static IP is available for a fee (charged monthly per IP Address); plus a set-up fee (per IP address). Lessee provides router.
 - d) **VLAN:** Virtual Local Area Networks can be configured to allow connection between multiple suites leased by the Lessee (charged monthly per suite added to VLAN, plus set-up fee per suite).
 - e) **Additional Conference Room Credits:** Additional credits are available at an additional charge per the fee schedule addendum.
 - f) **Social Member (per person)/coworking/non-reserved desk:** Social membership fee charged on a per month, per person basis for a non-reserved desk in common areas.

As to any amenity or service provided by Lessor under this Lease (including but not limited to items listed in paragraphs 6 and 7 of this Lease), Lessor shall not be liable for any damage or loss that is caused by a failure to provide an amenity due to an act of God, failure of a third-party utility or other provider, mechanical breakdown, labor strike or other cause not within the control of Lessor.

- 8) **FEES: ALL FEES AND CHARGES SET FORTH HEREIN ARE SUBJECT TO CHANGE FROM TIME TO TIME AND AT ANY TIME WITHOUT PRIOR NOTICE TO LESSEE.** The current schedule of fees and charges (the "Fee Schedule") is available from the Building Manager upon request and is incorporated herein by reference thereto. Lessee acknowledges and agrees that the foregoing is reasonable and satisfies all requirements under Texas Property Code Section 93.012 for purposes of determining the amount of any fee or charge, or the method by which a fee or charge is to be computed under this Lease.
- 9) **ENTRANCE INTO BUILDING AND SUITE:** All Caddo locations are secured by scheduled electronic doors. Lessor provides one,

one door key, door code, or Caddo app access credentials and one mailbox key to each Lessee. Please notify the Building Manager of lost credentials and keys. A fee is charged for each mailbox and suite key not returned upon Lease termination. The total number of Caddo app access credentials is limited to number of allowable occupants in space.

- 10) **LESSOR REPRESENTATIVE AND CONTACT:** On-site Building Manager.
- 11) **“RULES OF OCCUPANCY”:** The “Rules of Occupancy” addendum attached to this Lease is incorporated herein by reference thereto. Lessee and each LG shall comply with the terms, conditions and restrictions set forth in the Rules of Occupancy. Lessor reserves the right to rescind, amend, alter or waive any of the rules and regulations it deems necessary, desirable, or proper. Changes in the Rules of Occupancy implemented pursuant to this provision shall be deemed to be an amendment to this Lease without the requirement of a signed writing of the Lessor and Lessee. Noncompliance by an LG of the Rules of Occupancy may result in Lessee fines of \$100, eviction and/or termination of the Lease. Lessor will attempt to uniformly enforce the Rules of Occupancy against persons subject to same, however, in no event will Lessor be liable for the actions of others.
- 12) **TAXES:** Lessor shall pay all general real estate taxes. Lessee is responsible for paying Personal Property and Business Tangible tax: tax assessed Lessee for Lessee’s business and personal property associated with Lessee’s business.
- 13) **ENTRY:** Lessor shall have the right to enter the Office Space at any reasonable time for inspection and repair as deemed necessary by Lessor. Upon Lessee vacate or termination notice, Lessor reserves the right to show the Office Space to prospective renters.
- 14) **SUBLETTING:** Subletting is not permitted. Lessor will only accept payment from the individual or entity on the Lease. Only one company per suite is permitted.
- 15) **PROHIBITED USES:** Lessee will not permit any unlawful or

immoral practice, with or without Lessee's knowledge or consent, to be committed or carried out on the Premises by Lessee or any of the Lessee's employees, invitees, contractors, or clients. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance therein, nor for any purpose other than that already specified in this Lease. Lessee will not keep or use or permit to be kept or used in or on the Premises any ignitable materials such as candles, incense, or live lit Christmas trees. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use, or allow the use, of the Premises for any purpose whatsoever that is deemed unprofessional or disruptive to other lessees or guests. Lessee covenants and agrees that it will not unreasonably waste water, electricity, gas, toiletries, burden dumpster capacity, or cause unreasonable cleaning of common areas. Lessee agrees not to emit objectionable odors or noises, or display offensive visual images of any kind. Lessee shall not use the Office Space in any manner that causes any climate control, utility or telecommunication issue or disruption, as determined by Lessor in its sole discretion.

- 16) **HAZARDOUS MATERIALS:** Lessee agrees not to use, dispose, store or generate any hazardous materials in violation of any law, rule or regulation in the Premises and in the event such laws, rules or regulations require Lessee to remove or otherwise remedy the existence of any hazardous materials discovered in the Premises, Lessee agrees to remove or remedy the same. Lessee agrees to indemnify and save Lessor harmless against any losses, damages, costs, liabilities and claims suffered by Lessor in connection with a breach by Lessee of its obligations set forth in this section.
- 17) **CONDITION OF PREMISES:** Lessee has examined and knows the conditions of the Office Space and acknowledges receipt of the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor or Lessor's agent prior to or at the execution of this Lease that are not herein expressed.
- 18) **MECHANICS' LIEN:** Lessee shall not create any circumstance to

allow a mechanic's lien or other liens against the Premises, or any interest, for improvements at any time placed on the Premises.

- 19) **FIRE & CASUALTY:** If damage by fire or other casualty to the Office Suites Building in which the Office Space is located is so extensive as to amount practically to the total destruction of the Office Space or of Office Suites Building, this Lease shall terminate, and the Rent shall be abated to the time of the damage. In all other cases in which the Premises are damaged by fire or other casualty, Lessor may elect to
 - (a) repair the damage with reasonable dispatch and if the damage has rendered the Office Space untenable (in whole or in part) then Rent shall be abated until the damage has been repaired; or (b) relocate Lessee to alternate Office Space; or (c) terminate this Lease upon delivery of notice thereof to Lessee.
- 20) **SIGNS EXTERIOR DISPLAYS:** All signs and displays visible from any window must be approved by Lessor. Lessee shall not place signs, displays, antennae, or satellite dishes on any door, outside walls, in sight of interior or exterior windows, or roof of the building without Lessor's written consent.
- 21) **SUBORDINATION:** This Lease shall be subordinate to any mortgage now or hereinafter encumbering the Office Suites Building. Upon Lessor's request, Lessee agrees to execute any subordination agreement and/or estoppel certificates required by Lessor or its lender.
- 22) **BREACH OF LEASE:** In the event of any breach of any term, condition, covenant or obligation of this Lease, Lessor may declare the remaining balance owed for the remaining term of the then current **60- day period** to be immediately due and payable. This remedy is in addition to all other legal and equitable remedies. Such acceleration of the balance due shall not constitute a penalty, forfeiture or liquidated damages. The acceptance of any payment by Lessor shall not constitute a waiver of any remedy for any present or future breach of any term, condition, covenant or obligation of this Lease. If Lessor assumes control of the Office Space because of non-payment of Rent or other abandonment (as

specified above in paragraph 2), such action shall not waive Lessor's right to recover monetary damages or to pursue any other remedy. If Lessor chooses to pursue any available contractual, equitable or legal remedy for breach of the Lease, and is successful, Lessee shall be liable to Lessor for any costs and damages incurred. Lessee authorizes Lessor to remedy any contractual lease defaults by charging any amounts due by Lessee under this Lease by way of any Payment Method that Lessor has on file for Lessee. Lessee shall be required to pay or reimburse Lessor all reasonable costs of Lessor in enforcing the terms of this Lease, including but not limited to, reasonable attorneys' fees.

23) **LESSEE INSURANCE AND LESSEE INDEMNIFICATION:** Lessee shall indemnify and hold Lessor harmless from damages, claims, and costs caused by the acts or omissions of the Lessee (and its employees, invitees and agents). At all times Lessee is in possession of the Office Space, Lessee shall obtain, maintain, and pay the premiums for a comprehensive public liability insurance policy issued by a company acceptable to Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Office Space by Lessee (and of the use by Lessee of the Building Amenities and Facilities. Such insurance shall be in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) for injury to or death of one or more persons in any one accident or occurrence. Such insurance shall further insure Lessor and Lessee against liability for property damage, including theft, of at least \$5,000.00. The limits of said insurance shall not, however, limit the liability of Lessee hereunder.

24) **LESSOR LIABILITY:** Lessor shall not be liable to Lessee with respect to any damage or loss suffered by Lessee in connection with this Lease except and only to the extent caused directly by Lessor's gross negligence or willful misconduct. Further, Lessor shall not be liable for any such damage or loss unless Lessee gives Lessor written notice to Lessor of the underlying cause of such damage or loss and Lessor does not cure such matter in a reasonable time. **UNDER NO CIRCUMSTANCE SHALL LESSOR BE LIABLE FOR LOSS OF BUSINESS OR PROFITS OF**

LESSEE, NOR SHALL LESSOR BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES OR LOSSES OF ANY KIND. Lessor shall not be liable for any damages, claims, costs or losses as to which Lessee is required to be insured under paragraph 23 of this Lease. **LESSOR IS NOT LIABLE TO LESSEE FOR ANY LOSS OR DAMAGE TO PROPERTY OR PERSON CAUSED BY A FORCE MAJEURE EVENT, ANY ACT OF GOD OR ANY CAUSE BEYOND LESSOR'S CONTROL OR FOR ANY DAMAGE OR INCONVENIENCE WHICH MAY ARISE FROM REPAIR OR ALTERATIONS, INCLUDING ANY LOSS OR DAMAGE ATTRIBUTABLE TO NEGLIGENCE OF LESSOR.**

- 25) **WAIVER:** Lessor maintains the authority to enforce the Lease terms and rules, defined by this Lease, irrespective of prior deficiency or absence. No waiver of any default of Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.
- 26) **BINDING EFFECT; GUARANTY; COMPLIANCE WITH LAWS; LEASE AMENDMENTS:** Lessee, at Lessee's expense, shall comply with all laws, codes, and other governmental requirements, now in force or which may hereafter be in force with respect to the use, occupancy or alteration of the Premises. If Lessee is an entity, the Lessee's owner hereby personally guarantees the payment and performance obligations of the Lessee under this Lease. No oral agreements or representations shall be binding upon the parties. This Lease supersedes any previous leases between the two parties regarding the Premises. Except as otherwise expressly provided for in this Lease, all amendments and modifications of this Lease must be in writing and signed by Lessor and Lessee to be binding and effective. Notwithstanding the foregoing, Lessor reserves the right to amend this Lease without the requirement of such signed written amendment, provided Lessor provides a 65-day minimum notice of such Lease amendments to Lessee.

- 27) **CONTENTS LEFT IN OFFICE SPACE AFTER LEASE TERMINATION:** Lessee agrees to move all furniture, equipment, and other items of value out of the Office Space prior to Lease termination. Lessor shall not be responsible for any items remaining in the Office Space upon Lease termination. Lessee acknowledges and agrees that items left in the Office Space upon Lease termination will be considered abandoned and Lessor may move, store, retain or dispose of these items at Lessee's cost, including Lessor's standard administration fee, without notification to Lessee and without rendering an accounting to Lessee regarding such disposal. Lessee forfeits any rights or benefits from the loss of such items.
- 28) **FIRE EVACUATION:** In the event of power failure or inefficiency of the building's sprinkler system or water supply, it is expected that all lessees, their guests, and any person in the building evacuate the building until these fire preventative services have been restored to full capacity.
- 29) **SYSTEM AND NETWORK ACTIVITIES:**
- Lessor Responsibilities:**
- Provide one port per office with standard internet protocol, DHCP, and maximum bandwidth of 30M/10M per port, or Wi-Fi of 20M/10M per IP address. No setup or network modification of any type is included.
- Lessee Responsibilities:**
- Remedy any compatibility issues with the Lessor's network.
 - Static IP is available for a fee (charged monthly per IP Address); plus a set-up fee (per IP address). Lessee provides router. If Lessee wants to test out a Static IP port, Lessor will make a test port available near the front desk.
 - VLAN: Virtual Local Area Networks can be configured to allow connection between multiple suites leased by the Lessee (charged monthly per suite added to VLAN, plus set-up fee per suite).
 - All Lessee equipment must be housed in Lessee space.
 - Lessee is not permitted to alter physical wiring; Lessor must perform all wiring (at Lessee's cost). Lessee pays costs

associated with additional provisions and providers.

Internet Policy:

- Any activity that impairs the network, reduces the network security, or negatively impacts other users on the network, is strictly prohibited.
- Lessee will pay any fee associated with troubleshooting, and repairing, network issues caused by Lessee.
- Lessor is not responsible for internet down-time for any reason.
- Webhosting services are prohibited on our network.

30) **LESSEE RESPONSIBILITIES:** Lessee is responsible to assess if their business operations will comply with all Lease provisions, not the Lessor. This assessment extends beyond its business employees to invitees, clients, guests, and affiliates. All of the rules stated in this Lease are very important to Lessor in order to maintain the professional atmosphere, peaceful environment, and enjoyable business climate for all lessees to enjoy, and therefore must be strictly adhered to by Lessee.

31) **SEVERABILITY:** If any provision of this Lease, or the application of any such provision to any person or circumstance, is held unlawful or invalid, the remainder of this Lease and the application of such provision other than to the extent it is held unlawful or invalid, will not be held unlawful, invalidated, or affected thereby, and shall remain in full force and effect.

32) **NOTICES:** Delivery of notice may be provided by Lessor to Lessee's email address or last known physical address, or, if there is no such physical address, then to the Office Space leased to Lessee. All notices to Lessor must be in writing and delivered to Lessor's physical address.