

PARKING LOT LEASE

1. **Parties.** This PARKING LOT LEASE (“Lease”) is dated as of February 11, 2020, by and between the **Edwards Aquifer Authority**, a political subdivision of the State of Texas (“Landlord”), and **Concept General Contracting, Inc.**, a Texas Corporation (“Tenant”).

2. **Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, for the term, at the rental rate, and on all the conditions in this Lease, the unimproved real property located in the City of San Antonio, Bexar County, State of Texas, commonly known locally as 1610 N. St. Mary’s Street, Texas and described as:

A portion of Lot 4, and Lots 5 and 6, Block 13, New City Block
999, City of San Antonio, Bexar County, Texas.

The real property so leased, including the land and all improvements on it, is further set forth in the diagram attached hereto as Exhibit A and is called the “Premises” in this Lease.

3. **Term.**

(a) **Term.** The term of this Lease will be for twelve (12) months, commencing on February 11, 2020 and ending on February 11, 2021, unless terminated earlier under any provision of this Lease.

(b) **Delivery of Possession.** Tenant will be deemed to have taken possession of the Premises when Landlord delivers possession of the Premises to Tenant.

4. **Rent.**

(a) **Monthly Rent.** Tenant will pay to Landlord as rent for the Premises a monthly rental amount of **\$3,500.00**, in advance, on the first day of each month of the term. On the execution of this Lease, Tenant will pay Landlord the amount of one month’s rental as rent for the first month of the term. Rent for any period during the term that is for less than one full month will be a prorated portion of the monthly installment based on the number of days in the month in question. Rent will be payable without notice or demand and without any deduction, offset, or abatement in U.S. currency to Landlord at the address stated in Section 15 or to other persons or at other places as Landlord may designate in writing.

(b) **Additional Charges.** This Lease is what is commonly called a “net lease,” which means that Landlord will receive the rent stated in Subsection 4(a) free and clear of any and all impositions, taxes, liens, charges, or expenses in connection with the ownership and operation of the Premises. In addition to the rent under Subsection 4(a), Tenant will pay to the appropriate parties all impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs, and expenses that arise or may be contemplated under any provisions of this Lease during the term. All of these charges, costs, and expenses will constitute additional charges, and if Tenant fails to pay any of the additional charges, Landlord will have the same rights and remedies as otherwise provided in this Lease for the failure to pay rent. It is the intention of the parties that this Lease will not

be terminable for any reason by Tenant and that Tenant will not be entitled to any abatement of or reduction in rent, except as expressly provided. Any present or future law to the contrary will not alter this agreement of the parties.

5. Use.

(a) Use. The Premises will be used and occupied by Tenant for parking for its business.

(b) Compliance with Law. Tenant will, at its expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term regulating the use by Tenant of the Premises. Tenant will not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or tend to unreasonably disturb any other tenants.

(c) Condition of Premises. Tenant may fence or otherwise secure the Premises at its expense. Otherwise, Tenant accepts the Premises in their condition as of the date of possession under this Lease, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Premises, and accepts this Lease subject to the same terms. Tenant acknowledges that Landlord has not made any representation or warranty about the suitability of the Premises for the conduct of Tenant's business.

6. Maintenance Repairs and Alterations.

(a) Tenant's Obligations. Tenant will keep in good order, condition, and repair the Premises and every part of them. Landlord will incur no expense and have no obligation of any kind in connection with the cleaning or maintenance of the Premises, and Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition, and repair.

(b) Surrender. On the last day of the term or on any earlier termination, Tenant will surrender the Premises to Landlord in good condition, except for ordinary wear and tear. Tenant will repair any damage to the Premises occasioned by its use.

(c) Landlord's Rights. If Tenant fails to perform its obligations under this Article, Landlord may, at its option, enter the Premises, after ten (10) days' written notice to Tenant, and put the Premises in good order, condition, and repair. The cost of doing so plus interest at the rate of ten percent (10%) per year will become due and payable as additional rent to Landlord together with Tenant's next rent installment.

(d) Alterations and Additions.

- (1) Tenant will not, without Landlord's written consent, make any alterations, additions, or improvements in, on, or about the Premises. As a condition of giving its consent, Landlord may require that Tenant

remove any alterations, additions, improvements, or utility installations at the expiration of the lease term and to restore the Premises to their previous condition.

- (2) Before commencing any approved work relating to alterations, additions, and improvements affecting the Premises, Tenant will notify Landlord in writing of the expected date of commencement. Landlord will then have the right to post and maintain on the Premises any notices to protect the Premises and Landlord from mechanics' liens, materialmen's liens, or any other liens. Tenant will pay, when due, all claims for labor or materials furnished to or for Tenant at or for use on the Premises. Tenant will not permit any mechanics' or materialmen's liens to be levied against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or to Tenant's agents or contractors in connection with any work performed or claimed to have been performed on the Premises by or at the direction of Tenant.
- (3) Unless Landlord requires their removal under Subsection 6(d)(1), all alterations, improvements, or additions made on the Premises will become the property of Landlord and remain on and be surrendered with the Premises at the expiration of the term.

7. Insurance and Indemnity.

(a) **Liability Insurance.** Tenant will obtain and maintain during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising from the ownership, use, occupancy, or maintenance of the Premises and all-areas insurance insuring Landlord and Tenant against any liability arising from the ownership, use, occupancy, or maintenance of the Premises and all appurtenant areas. The insurance will be in an amount of at least One Million Dollars (\$1,000,000.00) for injury to or death of one person in any one accident or occurrence and in an amount of at least Two Million Dollars (\$2,000,000.00) for injury to or death of more than one person in any one accident or occurrence. The insurance will further insure Landlord and Tenant against liability for property damage of at least One Million Dollars (\$1,000,000.00). The limits of the insurance will have a Landlord's Protective Liability endorsement attached. If Tenant fails to obtain and maintain the insurance, Landlord may, but is not required to, obtain and maintain it at Tenant's expense.

(b) **Insurance Policies.** Insurance required under this Lease will be in companies found acceptable to Landlord in its sole opinion. The Tenant will deliver before possession to the Landlord copies of insurance policies or certificates evidencing the existence and amounts of the insurance with loss-payable clauses satisfactory to Landlord. No policy will be cancelable or subject to reduction of coverage or other modification except after ten (10) days' written notice to Landlord. Tenant will, at least ten (10) days before any policies expire, provide Landlord with renewals or "binders," or Landlord may order the insurance and charge the cost to Tenant, which will be payable by Tenant on demand. Tenant will not

do or permit to be done anything that will invalidate the insurance policies referred to herein. Tenant will immediately, on Landlord's demand, reimburse Landlord for any additional premiums attributable to any act, omission, or operation of Tenant causing an increase in the cost of insurance.

(c) Waiver of Subrogation. Tenant and Landlord each waive any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other, for loss of or damage to the waiving party or its property or the property of others under its control, where the loss or damage is insured against under any insurance policy in force at the time of the loss or damage. Tenant and Landlord will, on obtaining the insurance policies required under this Lease, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

(d) Hold Harmless. Tenant will indemnify, defend, and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or things that may be permitted or suffered by Tenant on or about the Premises. Tenant will also indemnify, defend, and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees, or invitees and from any and all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding. Tenant assumes all risk of damage to property or injury to persons on or about the Premises from any cause, and Tenant waives all claims for such damage or injury against Landlord, except where it arises from the negligence of Landlord.

(e) Exemption of Landlord from Liability. Tenant agrees that Landlord will not be liable for injury to Tenant's business or any loss of income or for damage to the goods, wares, merchandise, or other property of tenant, Tenant's employees, invitees, customers, or any other person on or about the Premises. Landlord will not be liable for injury to the person of Tenant, Tenant's employees, agents, contractors, or invitees.

8. **Damage or Destruction.** If any part of the Premises is damaged or destroyed, partially or totally, from any cause, whether or not the damage or destruction is covered by any insurance required to be maintained under Section 7, Tenant will repair and restore the Premises to their condition existing immediately before the damage or destruction, and this Lease will continue in full force and effect. This repair, restoration, and rebuilding (all of which are called the "repair") will be commenced within a reasonable time after the damage or destruction and will be diligently prosecuted to completion. There will be no abatement of rent or of any other obligation of Tenant by reason of the damage or destruction. The proceeds of any insurance maintained under Subsection 7 will be made available to Tenant for payment of the cost and expense of the repair; however, the proceeds may be made available to Tenant subject to reasonable conditions. If the insurance proceeds are insufficient to cover the cost of the repair, any excess amount required to complete the repair will be paid by Tenant.

9. Real Property Taxes.

(a) Payment of Taxes. Tenant will pay all real property taxes applicable to the Premises during the term of this Lease. All payments will be made at least ten (10) days before their delinquency date, either to Landlord or directly to taxing entities, as Landlord directs. Tenant will promptly provide Landlord with satisfactory evidence that the taxes have been paid. If any taxes paid by Tenant cover any time period before or after the term expires, Tenant's share of the taxes will be equitably prorated to cover only the time period within the tax fiscal year during which this Lease is in effect, and Landlord will reimburse Tenant to the extent required. If Tenant fails to pay any such taxes, Landlord will have the right to pay them, and Tenant will repay the amount to Landlord with Tenant's next rent installment plus interest at the rate of ten percent (10%) per year.

(b) Definition of "Real Property Taxes." The term "real property taxes" includes any form of assessment, license fee, rent tax, levy, penalty, or tax (other than inheritance or estate taxes) imposed by any authority having the direct or indirect power to tax, including any city, county, state, or federal government, or any school, agricultural, lighting, drainage, or other improvement district, as against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, as against Landlord's right to rent or other income from the Premises, or as against Landlord's business of leasing the Premises.

(c) Personal Property Taxes.

- (1) Tenant will pay before delinquency all taxes assessed against and levied on leasehold improvements, trade fixtures, furnishings, equipment, and all other personal property of Tenant contained on the Premises or elsewhere, if any. Tenant will ensure that all of its personal property is assessed and billed separately from the real property of Landlord.
- (2) If any of Tenant's personal property is assessed with Landlord's real property, Tenant will pay Landlord the taxes attributable to Tenant within ten (10) days after receiving a written statement specifying the taxes applicable to Tenant's property.

10. **Utilities.** Tenant will pay for all water, gas, heat, light, power, telephone, and other utilities and services supplied to the Premises, if any, together with any taxes thereon. For avoidance of doubt, Landlord shall not provide any utilities to Tenant at Landlord's expense.

11. Assignment and Subleasing.

(a) Landlord's Consent Required. Tenant will not voluntarily or by operation of law assign, transfer, mortgage, sublease, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which Landlord will not unreasonably withhold. Any attempted assignment, transfer, mortgage, encumbrance, or subleasing without consent will be void and will constitute a breach of the Lease.

(b) No Release of Tenant. Regardless of Landlord's consent, no assignment or subleasing will release Tenant of its obligation to pay the rent and to perform all of its other obligations for the term of this Lease. The acceptance of rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subleasing will not be deemed consent to any later assignment or subleasing.

12. Defaults and Remedies.

(a) Defaults. The occurrence of any one or more of the following events will constitute a default and breach of this Lease by Tenant:

- (1) The vacating or abandonment of the Premises by Tenant.
- (2) The failure by Tenant to make any payment of rent or any other required payment when due, if such failure continues for three (3) days after written notice from Landlord.
- (3) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, if such failure continues for thirty (30) days after written notice from Landlord to Tenant; however, if the nature of Tenant's default is such that more than thirty (30) days are required for performance, Tenant will not be in default if Tenant commences performance within the thirty-day (30-day) period and diligently prosecutes the cure to completion.
- (4) (i) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, it is dismissed within sixty (60) days), (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days, or (iv) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, if the seizure is not discharged within thirty (30) days.

(b) Remedies in Default. If there is any default or breach by Tenant, Landlord may at any time, with or without notice or demand and without limiting Landlord in the exercise of any other right or remedy that Landlord may have, do any of the following:

- (1) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease will terminate and Tenant will immediately surrender possession of the Premises to Landlord. Landlord

will be entitled to recover from Tenant all damages incurred by Landlord because of Tenant's default, including but not limited to the cost of recovering possession of the Premises; the expense of re-leasing, including necessary renovation and alteration of the Premises, reasonable attorney fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the rental loss for the same period that tenant proves could be reasonably avoided; and the part of the leasing commission paid by Landlord applicable to the unexpired term of this Lease. Unpaid installments of rent or other amounts will bear interest from the date due at the rate of ten percent (10%) per year. If Tenant abandons the Premises, Landlord will have the option of (i) retaking possession of the Premises and recovering from Tenant the amount specified in this Section, or (ii) proceeding under Subsection 12(b)(2).

- (2) Maintain Tenant's right to possession, in which case this Lease will continue in effect whether or not Tenant has abandoned the Premises. Landlord will be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due.
- (3) Pursue any other remedy now or later available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

(c) Default by Landlord. Landlord will not be in default unless Landlord fails to perform its obligations within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying how Landlord has failed to perform its obligation; however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, Landlord will not be in default if Landlord commences performance within the thirty-day (30-day) period and diligently prosecutes the cure to completion.

(d) Late Charges. Tenant acknowledges that late payment of rent and other amounts will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include but are not limited to processing and accounting charges and late charges that may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other amount due from Tenant is not received by Landlord or Landlord's designee within ten (10) days after written notice that the amount is past due, Tenant will pay to Landlord a late charge equal to ten percent (10%) of the overdue amount. The parties agree that the late charge will not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of its other rights and remedies.

13. **Sale of Premises by Landlord.** In the event of any sale of the Premises by Landlord, Landlord shall be and is 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 occurring after the consummation of the sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

14. General Provisions.

- (a) Time of Essence. Time is of the essence in this Lease.
- (b) Headings. Article and paragraph headings are not a part of this Lease's terms.
- (c) Entire Agreement; Amendment. This Lease contains the entire agreement between the parties. All understandings, discussions, and agreements previously made between the parties, written or oral, are superseded by this Lease, and neither party is relying on any warranty, statement, or representation not contained in this Lease. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.
- (d) Waivers. No waiver by Landlord of any provision of this Lease will be deemed a waiver of any other provision or of any later breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act will not be deemed to make unnecessary the obtaining of Landlord's consent to or approval of any later act by Tenant. The acceptance of rent by Landlord will not be a waiver of any preceding breach by Tenant, other than Tenant's failure to pay the particular rent accepted, regardless of Landlord's knowledge of the preceding breach when the rent was accepted.
- (e) Recording. Tenant will not record this Lease in any public records. Any such recordation will be a breach of this Lease.
- (f) Holding Over. If Tenant remains in possession of the Premises or any part of them after the term expires with Landlord's express written consent, the occupancy will be a tenancy from month to month at a rental rate in the amount of the last monthly rent plus all other charges payable, and on the terms applicable to month-to-month tenancy.
- (g) Cumulative Remedies. No remedy or election under this Lease will be deemed exclusive, but instead will, wherever possible, be cumulative with all other remedies at law or in equity.
- (h) Covenants and Conditions. Each provision of this Lease performable by Tenant will be deemed both a covenant and a condition.
- (i) Binding Agreement; Governing Law. Subject to any provisions restricting assignment or subleasing by Tenant, this Lease and all of its terms, provisions, and covenants will apply to, be binding on, and inure to the benefit of the parties and their respective successors and assigns. This Lease will be governed by and interpreted under the laws of the state where the Premises are located, regardless of any conflict-of-law rules.

(j) Attorney Fees. If either party brings an action to enforce the terms of this Lease or declare rights under it, the prevailing party in the action, at trial or on appeal, will be entitled to reasonable attorney fees to be paid by the losing party as fixed by the court. The term “prevailing party” means the party that has succeeded on a significant issue in the litigation and achieved a benefit with respect to the claims at issue, taken as a whole, whether or not damages are actually awarded to that party.

(k) Landlord’s Access. Landlord and its agents will have the right to enter the Premises at reasonable times for the purpose of inspecting them, showing them to prospective purchasers or lenders, and making alterations, repairs, improvements, or additions to the Premises as Landlord may deem necessary or desirable. Landlord may at any time place on or about the Premises any “For Sale” signs without rebate of rent or liability to Tenant.

(l) Authority. Each individual executing this Lease on behalf of the Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the Tenant in accordance with a duly adopted resolution and that this Lease is binding on the Tenant.

15. Notices. Any notice or demand under this Lease will be in writing and either served personally or sent by U.S. mail, postage prepaid, to the following addresses:

Landlord:

The Edwards Aquifer Authority
900 E. Quincy
San Antonio, Texas 78215
Attn: General Manager

Tenant:

Mark Gross, President
Concept General Contracting, Inc
9018 Tesoro, Suite 102
San Antonio, TX 78217

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

LANDLORD:

The Edwards Aquifer Authority

By: _____

Printed Name: _____

Title: _____

ATTEST:

Jennifer Wong-Esparza
Assistant to the Board Secretary
Edwards Aquifer Authority

APPROVED AS TO FORM:

Darcy Alan Frownfelter
General Counsel
Edwards Aquifer Authority

TENANT:

[●]

By: _____

Printed Name: Mark Gross

Title: President

EXHIBIT A

PREMISES

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:			
VOL. <u> </u> PAGE <u> </u>	RECORDS VOL. <u> </u> PAGE <u> </u>	RECORDS	
VOL. <u> </u> PAGE <u> </u>	RECORDS VOL. <u> </u> PAGE <u> </u>	RECORDS	
145°00'00"E 100.00'		345°00'00"W AS MEASURED IN FIELD 100.00'	
RECORD INFORMATION		X BARBED WIRE Δ SMOOTH WIRE \ / WOOD FENCE o IRON FENCE ◇ CHAIN LINK FENCE	
NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. RESTRICTIONS AND/OR SETBACKS SHOWN WERE DOCUMENTED TITLE COMMITMENT OF 020718458-JH PROVIDED TO US FOR THE MAY 23, 2002 SURVEY.			
<div style="display: flex; justify-content: space-around; font-weight: bold;"> LOT 10 LOT 11 LOT 12 </div>			
* LOTS 4, 5, & 6, SAVE AND EXCEPT: VOL. 2383 PG. 287			
I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, OF THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT ENCROACHMENTS, EASEMENTS AND RIGHT-OF-WAYS VISIBLE ON SITE ARE SHOWN HEREON. SETBACKS AND EASEMENTS SHOWN ARE FROM RECORDED COUNTY DOCUMENT RECORDS. MUNICIPAL RESTRICTIONS ARE NOT SHOWN. COPYRIGHT © 2006 STEPHEN G. COOK ENGINEERING, INC. ALL RIGHTS RESERVED			
STEPHEN G. COOK, R.P.L.S.			
LOT(S) <u> </u> BLOCK <u>13</u> N.C.B. <u>999</u> OF THE <u> </u> VOLUME <u> </u> PAGE <u> </u> OF THE <u> </u> RECORDS OF <u>REXAR</u> COUNTY, TEXAS. WITNESS MY HAND AND SEAL THIS <u>7</u> DAY OF <u>JUNE</u> , 20 <u>06</u> BUYER: <u>EDWARDS AQUIFER AUTHORITY</u> ADDRESS: <u>1610 N. ST. MARY'S ST.</u> OF NO. <u> </u> STEPHEN G. COOK, INC. JOB NO. <u>999-888-093</u> DRAWN BY: <u>N.A.</u> DISK: <u>CAD/S</u> SURV. BY: <u>PA</u>			
		12000 STARCREST, SUITE 107 STEPHEN G. COOK ENGINEERING, INC. SAN ANTONIO, TEXAS 78247-4117 REGISTERED LAND SURVEYORS 210/481-2533 * FAX: 210/481-2150 WWW.SGCE.NET	