

# LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Lease") is made between **Williamson County, Texas**, a political subdivision of the State of Texas, hereafter called "Lessor", and **Freestyle Sports, LLC**, hereafter called "Lessee". The parties agree as follows:

**AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY.** The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the commercial property described below:

That certain property designated 75 Seward Junction Loop, Liberty Hill, Texas and being described as all of the certain 1.7703 acre (77,114 SF) tract of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas, being a portion of the remainder of that certain called 2.67 acre tract of land described in a Deed of record in Document No. 1998064566, Official Public Records of Williamson County, Texas, which is depicted by an aerial image in Exhibit "A" that attached hereto and incorporated herein by reference (the "Leased Premises").

## I. TERMS OF LEASE.

**A. Initial Term.** The initial term of this Lease shall be a period of five (5) years, commencing on August 1, 2023 ("Commencement Date"), and ending on midnight on July 31, 2028 ("Initial Term").

**B. Extension Terms.** Following the Initial Term, the Lease shall automatically renew for up to two (2) additional and separate one (1) year terms; provided that Lessee also wishes to continue this Lease (each separate extension being referred to as an "Extension Term" and multiple extensions being collectively referred to as "Extension Terms"). Each new Extension Term shall begin on the expiration of the Initial Term or the expiration of the prior Extension Term, whichever the case may be. All terms, covenants, and provisions of this Lease shall apply to each Extension Term. The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of seven (7) years.

## II. RENTAL.

**A. Rental for Initial Term.** In advance on the First (1st) day of each calendar month, beginning on the First (1<sup>st</sup>) day of the month immediately following the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor **\$967.19\*** as additional rent for Lessee's payment of estimated real property taxes assessed against the Leased Premises, as set forth below. In advance on the First (1st) day of each calendar month, beginning on February 1, 2024, Lessee agrees to pay, without demand, deduction or offset, to Lessor **\$2,520.00** as rent for the Leased Premises. Lessee's payment of rent and the Lessee's payment of the estimated real property taxes assessed against the Leased Premises shall be made payable to Williamson County, Texas and delivered to: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

**\*In the event that Lessee obtains property tax exemption status from the Williamson Central Appraisal District during this Lease and no property taxes are assessed against the Leased Premises thereafter, Lessee shall not be required to pay the above-mentioned estimated property taxes as additional rent. The above set forth amount is an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor and the actual Taxes that become due may be higher or lower than such amount. Furthermore, should Lessee make improvements to the Leased Premises, the actual Taxes owed by Lessee will possibly increase. See Article IV. for the terms and conditions relating to Taxes.**

**B. Rent Adjustment for Extension Term(s).** Following the Initial Term, the rent will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for the last month before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

**C. Untimely or Insufficient Payment of Rent.** If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

**III. SECURITY DEPOSIT.** Upon request by Lessor, Lessee shall deposit with Lessor an amount equal to one (1) month's rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Leased Premises

and its contents for which Lessee is responsible; (e) replacing unreturned keys or other security devices; (f) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (g) packing, removing, and storing abandoned property; (h) costs of reletting, if Lessee is in default; (i) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

#### **IV. TAXES.**

**A. Personal Property Taxes.** Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

**B. Real Property Tax Reimbursement:** Lessee agrees to pay all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Leased Premises. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes.

- 1. Payment of Taxes to Lessor:** On the First (1<sup>st</sup>) day of each month during the Initial Term and any extended term thereafter, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor (prorated for any partial month). The estimated Tax payment for the Initial Term is set forth herein-above.
- 2. Tax Statement; Deficiency or Offset of Tax Costs:** On or before January 31<sup>st</sup> of the Initial Term or any extended term of the Lease, Lessor shall furnish to Lessee a tax statement showing the total actual Tax costs for such Lease term and the total amount of Tax payments made by Lessee during such Lease term.
  - a.** If Lessee's actual Tax costs exceeds the aggregate of Lessee's monthly payments made during the current Lease term, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of the statement.
  - b.** If Lessee's monthly payments exceed Lessee's actual Tax costs as shown on the statement, Lessee shall be entitled to offset the excess against payments thereafter becoming due for Lessee's actual Tax costs. In the event the Lease has been terminated or has expired prior to determining that Lessee's monthly payments exceeded Lessee's actual Tax costs, any excess amounts paid by Lessee will first be applied to any amounts that may be due and owing Lessor at that time and any excess remaining thereafter, if any, shall be paid to Lessee.
  - c.** Lessee's rent payment shall be adjusted in the event the Taxes increase

or decrease thereby causing the Lessee's actual Tax costs to change. Lessor will notify Lessee of any rent adjustment in the tax statement that is sent to Lessee on or before January 31<sup>st</sup>.

**C. Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

**D. Adjustment to Taxes; Contest of Taxes:**

1. Lessee may, at its sole cost and expense, in its own name(s) and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but only after Lessee has deposited with the Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and any excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand all court costs, interests, penalties and other liabilities relating to such proceedings.
2. Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

**E. Property Tax Exempt Status:** In the event that Lessee obtains property tax exemption status from the Williamson Central Appraisal District during any time period following the execution of this Lease and no property taxes are assessed against the Leased Premises for such time period, Lessee shall not be required to pay the property taxes as additional rent during the period of time that no property taxes are assessed against the Leased Premises.

**V. ALTERATIONS, IMPROVEMENTS AND UTILITIES.**

**A. Alterations and Improvements by Lessee.** Lessor agrees that Lessee may make any exterior or interior alterations or improvements to the Leased Premises as Lessee may deem desirable for the permitted use of the Leased Premises, at Lessee's option, sole expense and without cost to Lessor, at any time during the Initial Term or any Extension Term; provided, however, Lessee shall comply with the requirements set forth below in sections (i) through (v) below.

- i. All work shall be completed in a lien-free manner; at a time and in a manner that does not unreasonably interfere with adjacent property owners; and in compliance with all applicable laws, ordinances, fire codes and regulations. Lessee shall, at Lessee's expense, make any alterations or improvements to the Leased Premises that may be required, as set forth elsewhere in this Lease, in order to comply with ADA or other laws and which are necessitated by, or triggered as a result of, any alterations or improvements made by Lessee to the Leased Premises.
- ii. Lessee shall submit to Lessor, at least thirty (30) days prior to the anticipated construction commencement date, copies of detailed working drawings, plans and specifications prepared for or on behalf of Lessee.
- iii. Any alterations or improvements which would affect any of the structural or load bearing elements of buildings on the Leased Premises, including the load bearing walls, foundation and structural supports; or increase the area of the Leased Premises by horizontal or vertical expansion, shall require the written approval of Lessor before the commencement of construction. Lessor shall have twenty (20) days after the detailed working drawings, plans and specifications have been submitted to Lessor within which to object or accept the proposed alterations or improvements. Any changes or corrections required by Lessor will be submitted to Lessee within the twenty (20) day period. If Lessor fails to object in writing to the proposed alterations or improvements within the twenty (20) day period, Lessor will be deemed to have accepted Lessee's proposed alterations or improvements. Any changes or corrections required by Lessor must be made and plans resubmitted to Lessor within twenty (20) days after the required corrections or changes have been noted. Lessor's failure to object to such resubmitted plans and specifications within twenty (20) days shall constitute Lessor's approval of the changes. However, notwithstanding any other provision to the contrary in this Lease, Lessee shall have the right to install in and on the Leased Premises any equipment without the prior written approval of Lessor so long as the installation of any such equipment is not in violation of any local or federal laws or regulations.
- iv. Lessee shall, prior to commencement of construction and at all times until completion of construction, maintain and furnish to Lessor or cause Lessee's construction contractor to maintain and furnish proof of insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Lessor.

Type of Coverage Limits of Liability

- a. Worker's Compensation      Statutory
- b. Employer's Liability
 

Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
- c. Comprehensive general liability including completed operations and contractual

liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000

Aggregate policy limits: \$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000

- e. Property damage
- | PER PERSON  | PER OCCURRENCE |
|-------------|----------------|
| \$1,000,000 | \$1,000,000    |

Aggregate policy limits No aggregate limit

- f. Damages to Rented Premises coverage in the minimum amount of \$100,000.

- g. Medical Expenses coverage in the minimum amount of \$10,000.

- h. All policies provided by the Lessee must provide as follows:

1. that the policy shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) calendar days prior written notice, or ten (10) calendar days for non-payment of premium, has been given to the Lessor;
2. the insurance shall be deemed primary with respect to any insurance or self-insurance carried by Lessor;
3. that the Lessor, its officials, directors, employees, representatives, and volunteers are added as additional insured;
4. that the workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Lessor.

- v. Lessee agrees that it will not permit any mechanic's, materialmen's, or other liens to stand against the Leased Premises for work or materials furnished in connection with any such alterations, remodeling or improvements. Provided, however, that Lessee shall have the right to contest the validity of any such lien or claim, but upon a final determination of the validity thereof, Lessee shall immediately pay any judgment or decree rendered against Lessee, with all proper costs and charges, and shall cause any lien to be released of record without cost to Lessor. During the pendency of any such contest, Lessee shall, at Lessee's expense, take such action as may be necessary in order to preclude foreclosure or other enforcement of such lien and, upon request by Lessor,

shall bond around such lien as provided in Section 53.171 *et. seq.* of the Texas Property Code.

**B. Utility Facilities and Services.** Lessee hereby acknowledges and understands that utility facilities either do not exist or they are not in operable condition as of the execution of this Lease and that Lessee shall solely bear all expenses that may be necessary to acquire such utilities and related facilities to the Leased Premises. Furthermore, Lessee shall be responsible for arranging and paying for all utility facilities and services required in and to the Leased Premises since no utilities or utility facilities will be provided by Lessor. Such utility facilities and services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities and utility facilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

## **VI. INDEMNIFICATION AND INSURANCE.**

**A. Indemnification of Lessor.** TO THE EXTENT AUTHORIZED BY LAW, LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLIGENCE OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

**B. Insurance.** In order to insure the fulfillment of the above referenced indemnity provision and protect Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, the following insurance:

1. Commercial General Liability Policy in the minimum amount of One Million Dollars (\$1,000,000) (combined single limit for bodily injury and property damage) per

- occurrence with a two million dollar (\$2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury;
2. Damages to Rented Premises coverage in the minimum amount of \$100,000; and
  3. Medical Expenses coverage in the minimum amount of \$10,000.

The required insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and **name Lessor as an additional insured**. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

**VII. SUBORDINATION.** This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

**VIII. LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

**A.** To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for a lawful commercial purpose; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

**B.** To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.



C. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

D. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor, as set out herein. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

E. At Lessee's expense, Lessee shall perform all minor and major repairs to any heating and air-conditioning equipment/system and any septic or sewer system, in order to keep any heating and air-conditioning and septic or any sewer system in good operating condition.

F. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

G. Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee's discovery of items in need of repair.

H. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children.** Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or

children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

**I.** Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, state, federal and local accessibility legal requirements, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with such legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred for any required alterations shall be borne solely by Lessee and all alterations shall comply with the terms of this Lease.

**IX. LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

**A.** To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

**B.** If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

**C.** To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

**X. DEFAULTS BY LESSEE.** In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

**A.** Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

**B.** institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10<sup>th</sup>) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

**XI. DEFAULTS BY LESSOR.** Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

**XII. VOLUNTARY TERMINATION.** Lessor or Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

**XIII. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE.** If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

**XIV. LESSOR TO HAVE LIEN.** Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

**XV. RIGHT TO SELL.** It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

**XVI. ELECTION BY LESSOR NOT EXCLUSIVE.** The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

**XVII. LIMITATIONS OF WARRANTIES.**

**LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES**

AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS”. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

**XVIII. CONDEMNATION.** If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty-Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

**XIX. LESSOR’S LEASE ADMINISTRATOR AND PROPERTY MANAGER.** The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor’s lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners’ Court and the Lessee.

Lessor’s lease administrator and property manager contact information is as follows:

Williamson County Facilities Director  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Phone: (512) 943-1599

Fax: (512) 930-3313  
Email: [facilities@wilco.org](mailto:facilities@wilco.org)

For all requests for services or repairs which Lessor is obligated to provided and perform under this Lease, Lessee shall contact:

Williamson County Facilities  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Daytime Phone: (512) 943-1599  
After Hours Phone: (512) 943-1389 or  
(512) 943-1390  
Fax: (512) 930-3313  
Email: [facilities@wilco.org](mailto:facilities@wilco.org)

**XX. NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge  
710 South Main, Ste. 101  
Georgetown, Texas 78626

LESSEE: At the address set forth below the Lessee's signature block  
herein below

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

**XXI. GENDER, NUMBER AND HEADINGS.** Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

**XXII. PLACE OF PERFORMANCE.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

**XXIII. TERMS INCLUSIVE.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

**XXIV. SEVERABILITY.** If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

**XXV. GOVERNMENTAL IMMUNITY.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**XXVI. ASSIGNMENT.** Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

**XXVII. NO INDEMNIFICATION BY LESSOR.** Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

**XXVIII. PRO-RATA PROPORTIONS.** If this Lease should commence on a date other than the First (1<sup>st</sup>) day of a calendar month or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the Commencement Date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

**XXIX. ENTIRE AGREEMENT.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:


**LESSOR:**

**WILLIAMSON COUNTY, TEXAS**

By: Bill Gravell Jr.  
Bill Gravell Jr. (Jul 25, 2023 11:32 CDT)  
Printed Name: Bill Gravell, Jr.  
Representative  
Capacity: County Judge  
Date: July 25, 2023

**LESSEE:**

**FREESTYLE SPORTS, LLC**

By:   
Ayla Jannilla Eden, Managing Partner

Date: July 18, 2023

By:   
Jasper Eden, Managing Partner

Date: July 18, 2023

**Address for Notice:**

Freestyle Sports, LLC  
408 La Dera Drive  
Liberty Hill, Texas 78642



**Exhibit "A"**

