"City of Choice"

Economic Development Corporation

Thursday, March 19, 2026, 6:30 PM
Council Chambers
200 S. Main St.
Cibolo, Texas 78108

Est. Duration: 1 hr 35 min

1. Call to Order

2. Roll Call and Excused Absences

3. Invocation/Moment of Silence

4. Pledge of Allegiance

5. Citizens to be Heard

This is the only time during the Cibolo Economic Development Corporation Meeting that a citizen can address the corporation. It is the opportunity for visitors and guests to address the CEDC on any issue to include agenda items. All visitors wishing to speak must fill out the Sign-In Roster prior to the start of the meeting. The CEDC may not deliberate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however, the CEDC may present any factual response to items brought up by citizens. (Attorney General Opinion – JC-0169) (Limit of three minutes each.) All remarks shall be addressed to the corporation as a body. Remarks may also be addressed to any individual member of the CEDC so long as the remarks are (i) about matters of local public concern and (ii) not disruptive to the meeting or threatening to the member or any attendee including City staff. Any person violating this policy may be requested to leave the meeting, but no person may be requested to leave or forced to leave the meeting because of the viewpoint expressed. This meeting is livestreamed.

6. Oath of Office

7. Consent Agenda

(All items listed below are considered to be routine and non-controversial by the corporation and will be approved by one motion. There will be no separate discussion of these items unless a corporation member requests, in which case the item will be removed from the consent agenda.)

7.A. Approval of the Minutes of the Regular Economic Development Corporate Meeting held on February 19, 2026

7.B. Approval of Financial and Sales Tax Reports for Approval of Financial and Sales Tax Reports for January 2026

7.C. Approval of Reimbursement to the City of Cibolo General Fund for staff time working on Cibolo Economic Development Corporation projects for February 2026

8. Discussion/Action

8.A. Welcome new board members

8.B. Discussion/Action Discussion/Action related to an amendment to the Economic Development Growth and Expansion (EDGE) Grant guidelines (Mr. Hardin)

8.C. Discussion/Action related to an application by Max and Louie's New York Diner for a Economic Development Growth and Expansion (EDGE) in the amount to be determined by the CEDC Board for improvements to the site located at 18152 IH35, BLDG C (Mr. Hardin and Drew Glick)

8.D. Discussion/Action related to an application by Ace River City for a Economic Development Growth and Expansion (EDGE) in the amount to be determined by the CEDC Board for improvements to the site located at 813 Cibolo Valley Dr Ste 166 Cibolo (Mr. Hardin and Eklund Family)

8.E. Discussion/Action related to an application by 1908 for a Business Improvement Grant (BIG) in the amount not to exceed $15,000 for improvements to the site located at 207 N Main St Cibolo 78108. (Mr. Killion & Lis Mathis)

8.F. Discussion/Action related to an application by Kindling Texas Kitchen for a Business Improvement Grant (BIG) in the amount not to exceed $15,000 for improvements to the site located at 209 N Main St Cibolo 78108. (Mr. Killion & Lis Mathis)

8.G. Discussion/Action related to an application by Maria Silveyra for an Economic Development Growth and Expansion (EDGE) in the amount not to exceed $15,000 for improvements to the site located at 240 Brite Rd. (Mr. Hardin and Maria Silveyra)

8.H. Discussion/Action related to an application by 102 Rawe Ave for a Business Improvement Grant (BIG) in the amount not to exceed $15,000 for improvements to the site located at 102 Rawe Ave, Cibolo, TX 78108. (Mr. Killion & Lis Mathis)

8.I. Discussion/Action to fund lighting improvements for Old Town/Downtown Cibolo

8.J. Discussion/Action on scheduling a Fiscal Year 2027 budget workshop and Strategic Economic Development Plan Review (Mr. Hardin)

9. Executive Session

The Cibolo Economic Development Corporation will convene in Executive Session as authorized by the Texas Gov’t Code Chapter 551, Section 551.071, Consultation with Attorney, and 551.087, Economic Development to deliberate and seek legal advice regarding the following:

9.A. Project Thor

9.B. Project Camino Sendero

9.C. Project Golf Club

10. Open Session

Reconvene into Regular Session and take/or give direction or action, if necessary, on items discussed in the Executive Session.

11. Items for Future Agendas

11.A. Pending Future Agenda Item Report

12. Set a Date and Time for the next Meeting

12.A. April 16, 2026

13. Adjournment

This Notice of Meeting is posted and pursuant to the Texas Government Code 551.041 - .043 on the front bulletin board of the Cibolo Municipal Building, 200 South Main Streeet, Cibolo, Texas which is a place readily accessible to the public at all times and that said notice was posted on

Valerie A. Chapman, TRMC

City Secretary

Pursuant to Section 551.071, 551.072, 551.073, 551.074, 551.076, 551.077, 551.084 and 551.087 of the Texas Government Code, the City of Cibolo reserves the right to consult in closed session with the City Attorney regarding any item listed on this agenda. This agenda has been approved by the city's legal counsel and subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551. This has been added to the agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144.

A possible quorum of Council, committees, commissions, boards, and corporations may attend this meeting.

This facility is wheelchair accessible and accessible parking space is available. Request for accommodation or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (210) 566-6111. All cell phones must be turned off before entering the meeting.

I certify that the attached notice and agenda of items to be considered by the Economic Development Corporation was removed by me from the City Hall bulletin board on the _____day of _____2026.

_____

Name and Title

Date Posted: March 13, 2026 08:38 am

City of Cibolo

Economic Development Corporation Staff Report

A. Approval of the Minutes of the Regular Economic Development Corporate Meeting held on February 19, 2026

Meeting	Agenda Group
Thursday, March 19, 2026, 6:30 PM	Consent Agenda Item: 7A.

From
Clancy Hardin, Economic Development Manager

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

EDC Minutes 2-19-26.pdf

** The following document is a draft of the minutes and the not the official approved minutes **

Minutes for the Economic Development Corporation

200 S. Main St., Cibolo, Texas 78108

February 19, 2026, 6:36 PM - February 19, 2026, 8:36 PM

1. Call to Order

Meeting was called to order at 6:36p.m.

2. Roll Call and Excused Absences

Members Present: Triesch, Qaiyyim, Mattingly, Hicks.

3. Invocation/Moment of Silence

All in attendance observed a Moment of Silence.

4. Pledge of Allegiance

All in attendance recited the Pledge of Allegiance.

5. Citizens to be Heard

Mr. Lindquist from Tri-County Chamber talked about business training on April 17 and 18. He also talked about training for Juniors on how they could serve their community.

6. Consent Agenda

Mr. Hicks made the motion to approve the Consent Agenda. Motion was seconded by Ms. Qaiyyim. For: All; Against: None. Motion carried 4 to 0.

6.A. Approval of the minutes form the January 15, 2026, meeting.

6.B. Approval of Reimbursement to the City of Cibolo General Fund for staff time working on Cibolo Economic Development Corporation projects for January 2026

6.C. Approval of Financial and Sales Tax Reports for Approval of Financial and Sales Tax Reports for December 2025

7. Discussion/Action

7.A. Presentation: Recognition of Service – Marcus Mattingly

A plaque was presented to Mr. Mattingly for his service on the EDC and pictures were taken.

7.B. Presentation: Recognition of Service – Peggy Cimics

Flowers were presented to Ms. Cimics for her retirement from the City and pictures were taken.

7.C. Discussion/Action to make a recommendation to the City Council on an appointment of an EDC Board member to serve on the Capital Improvement Advisory Committee (CIAC) for a 3-Year Term

Mr. Mattingly made the motion to nominate Ms. Qaiyyim as the member from the EDC to serve on the CIAC. Motion was seconded by Mr. Hicks. For: All; Against: None. Motion carried 4 to 0.

7.D. Discussion/Action related to a sponsorship request from the Tri County Chamber for the 2026 Small Business Unite Symposium (Kevin Lindquist)

Mr. Hicks made the motion to give the Tri-County Chamber $1000 as a sponsor for the 2026 Small Business Unite Symposium. Motion was seconded by Mr. Mattingly. For: All; Against: None. Motion carried 4 to 0.

7.E. Discussion/Action related to funding Old Town lighting/safety improvements and a Downtown Assessment (Mr. Hardin)

No action was taken on this item.

7.F. Discussion/Presentation related to the Cibolo Unified Development Code (Mr. Vasquez)

No Action was taken on this item. This item will come back at a later time.

7.G. Discussion/Action related to funding of public art installations (Mr. Hardin)

Mr. Hicks made the motion to table this item. Motion was seconded by Ms. Qaiyyim. For: All; Against: None. Motion carried 4 to 0.

7.H. Discussion/Direction Fiscal Year 2027 budget priorities and preparation (Mr. Hardin)

Item was briefly discussed by Mr. Hardin. This item will be come back at a future meeting.

8. Executive Session

The Corporation convened into Executive Session at 7:51p.m.

8.A. Project Thor

8.B. Project Golf Club

9. Open Session

The Corporation reconvened into Open Session at 8:30p.m.

10. Items for Future Agendas

11. Set a Date and Time for the next Meeting

11.A. March 19, 2026

12. Adjournment

Mr. Mattingly made the motion to adjourn the meeting at 8:36p.m. Motion was seconded by Mr. Hicks. For: All; Against: None. Motion carried 4 to 0.

City of Cibolo

Economic Development Corporation Staff Report

B. Approval of Financial and Sales Tax Reports for Approval of Financial and Sales Tax Reports for January 2026

Meeting	Agenda Group
Thursday, March 19, 2026, 6:30 PM	Consent Agenda Item: 7B.

From
Clancy Hardin, Economic Development Manager

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

EDC Revenue Expense Report-20260131.pdf

Economic Development Corporation

Revenue and Expense Report

January 31, 2026

CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-JANUARY **FISCAL YEAR 2026**

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
ECONOMIC DEVELOPMENT CORPORATION							
	Beginning Fund Balance (Unaudited)	**2,736,413**	**3,478,165**		**3,478,165**		
	Sales Tax	**1,460,000**	**1,460,000**	**153,516**	**376,610**	**1,083,390**	25.8%
	Interest Transfers and Misc	**85,000**	**85,000**	**11,553**	**45,624**	**39,376**	53.7%
	Revenue Subtotal	**1,545,000**	**1,545,000**	**165,070**	**422,233**	**1,122,767**	**27.3%**
80551	**Salaries and Benefits**	**-**	**-**	**-**	**-**	**-**	
80552	**Services, Utilities & Training**	**567,255**	**634,829**	**9,762**	**110,905**	**523,924**	17.5%
80553	**General Supplies and Repairs**	**20,300**	**20,300**	**989**	**2,148**	**18,152**	10.6%
80554	**Capital and NonCapital**	**7,000**	**7,000**	**-**	**-**	**7,000**	0.0%
80555	**Other Expenses**	**107,000**	**117,000**	**-**	**57,218**	**59,782**	48.9%
80558	**Transfers**	**171,275**	**171,275**	**116,707**	**128,134**	**43,141**	74.8%
80559	**Debt Service**	**319,455**	**319,455**	**290,043**	**290,043**	**29,412**	90.8%
	Expenditure Subtotal	**1,192,285**	**1,269,859**	**417,501**	**588,449**	**681,410**	**46.3%**
	Net Change	**352,715**	**275,141**	**(252,431)**	**(166,216)**	**441,357**	
1/31/2026	**ECONOMIC DEVELOPMENT FUND (Unaudited)**	**3,089,128**	**3,753,306**		**3,311,949**		

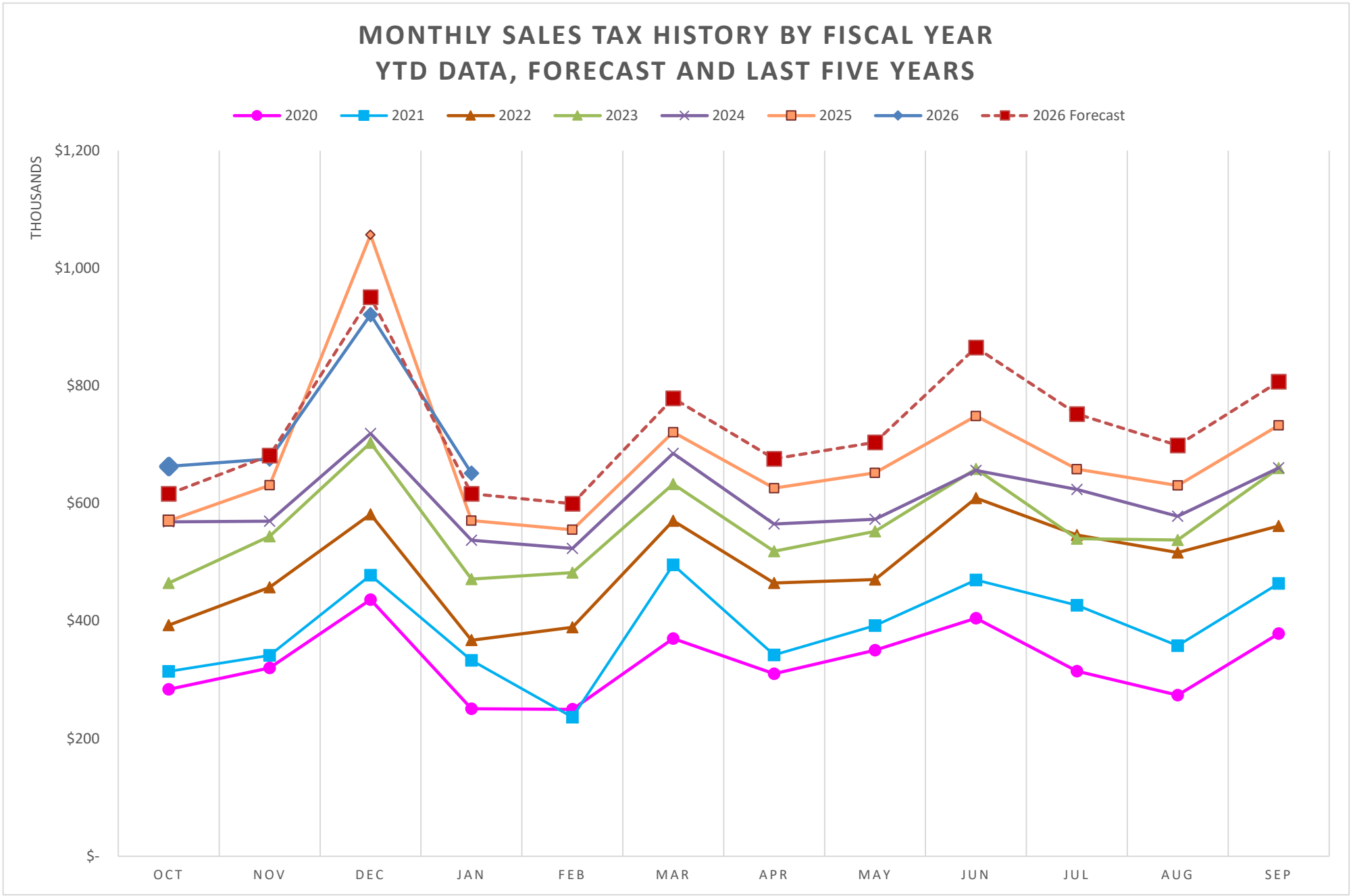
CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-JANUARY **FISCAL YEAR 2026**

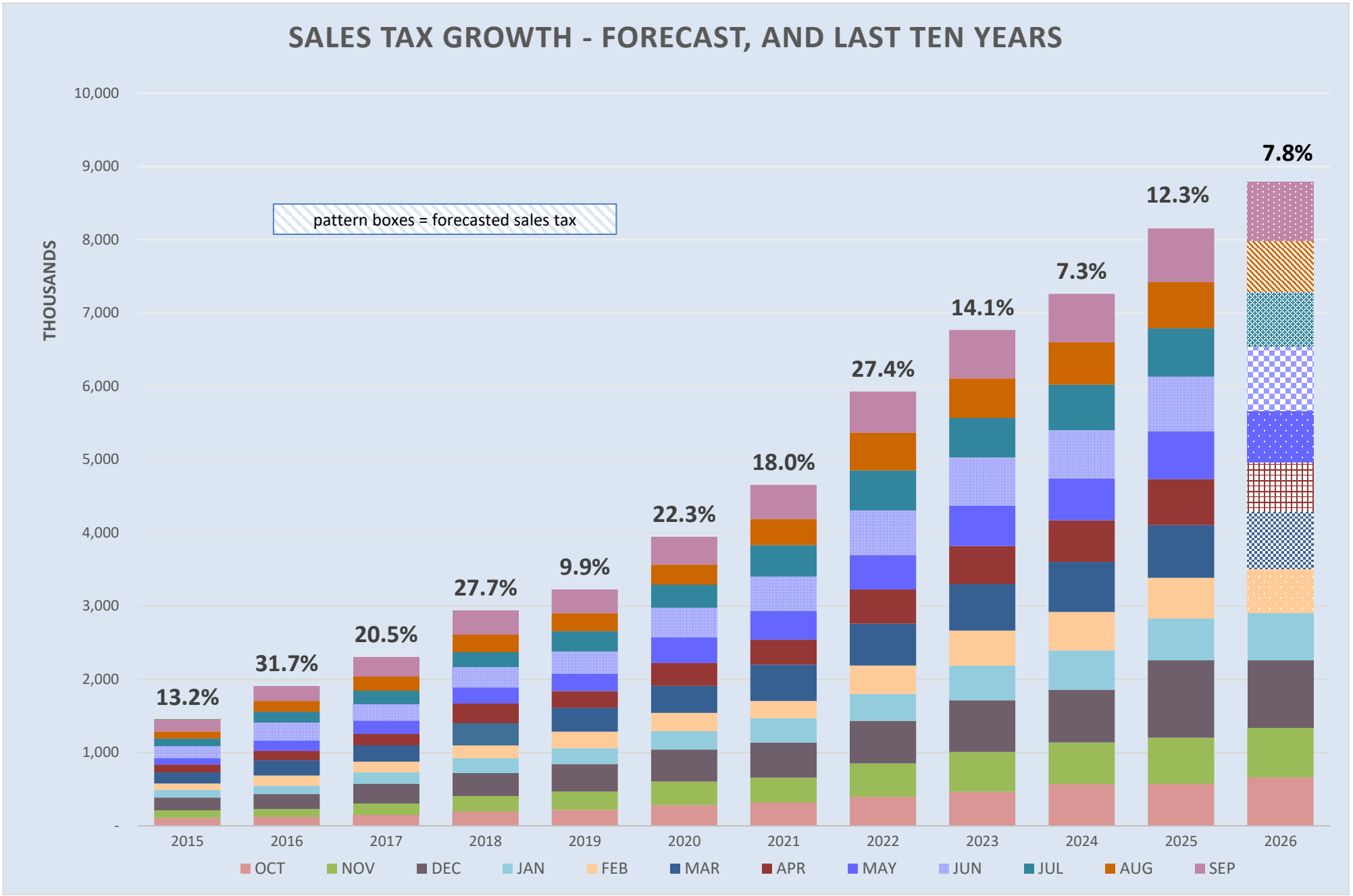
Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
ECONOMIC DEVELOPMENT FUND							
805-30200-000-000-0000	SALES TAX	1,460,000	1,460,000	153,516	376,610	1,083,390	25.8%
	Subtotal	**1,460,000**	**1,460,000**	**153,516**	**376,610**	**1,083,390**	**25.8%**
805-35100-000-000-0000	INTEREST	85,000	85,000	11,553	45,624	39,376	53.7%
	Subtotal	**85,000**	**85,000**	**11,553**	**45,624**	**39,376**	**53.7%**
	Revenue Subtotal	**1,545,000**	**1,545,000**	**165,070**	**422,233**	**1,122,767**	**27.3%**
805-52600-760-000-0000	IT MAINTENANCE CONTRACTS	45,480	45,480	-	18,817	26,663	41.4%
805-52610-760-000-0000	CONTRACT SERVICES	-	-	-	-	-	
805-52620-760-000-0000	PUBLICATIONS	-	-	-	-	-	
805-52625-760-000-0000	ADVERTISING, MARKETING & PROMO	50,000	50,000	2,263	21,470	28,530	42.9%
805-52630-760-000-0000	CONFERENCE/TRAVEL/TRAINING	43,500	42,203	-	3,998	38,205	9.5%
805-52635-760-000-0000	DUES, FEES AND LICENSES	12,775	14,072	950	16,147	(2,075)	114.7%
805-52650-760-000-0000	GENERAL LIABILITY INSURANCE	5,500	5,500	454	1,817	3,683	33.0%
805-52680-760-000-0000	LEGAL SERVICES	60,000	60,000	448	2,809	57,192	4.7%
805-52750-760-000-0000	PROFESSIONAL STUDIES	250,000	315,716	5,147	45,348	270,368	14.4%
805-52710-760-000-0000	PROFESSIONAL SERVICE	100,000	101,858	500	500	101,357	0.5%
805-52820-760-000-0000	TELECOMMUNICATIONS	-	-	-	-	-	
	Subtotal	**567,255**	**634,829**	**9,762**	**110,905**	**523,924**	**17.5%**
805-53090-760-000-0000	UNIFORM AND CLOTHING	500	500	-	-	500	0.0%
805-53210-760-000-0000	OFFICE SUPPLIES	300	300	-	40	260	13.3%
805-53215-760-000-0000	PRINTING	2,500	2,500	-	583	1,917	23.3%
805-53230-760-000-0000	OTHER SUPPLIES	500	500	-	220	280	44.0%
805-53240-760-000-0000	POSTAGE	250	250	-	-	250	0.0%
805-53277-760-000-0000	RENTAL	250	250	-	-	250	0.0%
805-53280-760-000-0000	MINOR TOOLS AND EQUIPMENT	-	-	-	-	-	
805-53455-760-000-0000	VEHICLE FUEL	250	250	-	-	250	0.0%
805-53470-760-000-0000	VEHICLE REPAIR	500	500	-	-	500	0.0%
805-53750-760-000-0000	SPECIAL EVENTS EXPEN	10,500	10,500	-	30	10,470	0.3%
805-53610-760-000-0000	MEETING EXPENSE	4,750	4,750	989	1,276	3,474	26.9%
	Subtotal	**20,300**	**20,300**	**989**	**2,148**	**18,152**	**10.6%**
805-54900-760-000-0000	NON CAPITAL OUTLAY < $9,999	7,000	7,000	-	-	7,000	0.0%
805-54910-760-000-0000	CAPITAL OUTLAY	-	-	-	-	-	
805-54925-760-000-0000	LAND PURCHASE	-	-	-	-	-	
	Subtotal	**7,000**	**7,000**	**-**	**-**	**7,000**	**0.0%**
805-55735-760-000-0000	TRANSFER TO GENERAL/ADMIN	-	-	-	-	-	
805-55785-760-000-0000	RAILROAD LAND LEASE	7,000	7,000	-	6,967	33	99.5%
805-55800-760-000-0000	ECONOMIC DEVELOPMENT GRANTS	100,000	110,000	-	50,251	59,749	45.7%
805-55910-760-000-0000	2008 CO-SALES TAX NOTES	-	-	-	-	-	
805-58101-000-000-0000	TRANSFER TO GENERAL	-	-	-	-	-	
805-58101-760-000-0000	TRANSFER TO GENERAL	50,000	50,000	4,862	16,099	33,901	32.2%
805-58301-760-000-0000	TRANSF TO CAP/IT REPLACEMENT	-	-	-	-	-	
805-58302-760-000-0000	TRANSFER TO FLEET REPLACEMENT	-	-	-	-	-	
805-58403-760-000-0000	TRANSFER TO DEBT SER	111,275	111,275	111,275	111,275	-	100.0%
805-58500-760-000-0000	TRANSFER TO Dev SVCS	10,000	10,000	571	761	9,239	7.6%
805-59212-760-000-0000	2021 CEDC SALES TAX	258,000	258,000	258,000	258,000	-	100.0%
805-59213-760-000-0000	2021 CEDC SALES TAX	61,455	61,455	32,043	32,043	29,412	52.1%
805-59999-760-000-0000	CONTINGENCY	-	-	-	-	-	
	Subtotal	**597,730**	**607,730**	**406,750**	**475,395**	**132,335**	**78.2%**
Dept number: 760	**ECONOMIC DEVELOPMENT FUND**	**1,192,285**	**1,269,859**	**417,501**	**588,449**	**681,410**	**46.3%**
	Expenditure Subtotal	**1,192,285**	**1,269,859**	**417,501**	**588,449**	**681,410**	**46.3%**
Fund number: 805	**ECONOMIC DEVELOPMENT FUND**	**352,715**	**275,141**	**(252,431)**	**(166,216)**	**441,357**	**-60.4%**

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 25	FY 26 1/31/2026	TOTAL PROJECT TO DATE
2021 EDC REVENUE BONDS		4	5	6
	BEGINNING FUND BALANCE	**-**	**427,933**	**-**
870-35100-000-000-0000	INTEREST	65,544	5,800	71,344
870-35350-000-000-0000	BOND PROCEEDS	4,125,000	-	4,125,000
	TOTAL REVENUES	**4,190,544**	**5,800**	**4,196,344**
870-52710-000-000-0000	PROFESSIONAL SERVICES	65,049	-	65,049
870-54900-000-000-0000	NON-CAPITAL OUTLAY	1,268	-	1,268
870-54925-000-000-0000	LAND ACQUISITION	3,595,144	-	3,595,144
870-55005-000-000-0000	BOND ISSUANCE COST	101,150	-	101,150
	TOTAL EXPENDITURES	**3,762,611**	**-**	**3,762,611**
Fund number: 870	**2021 EDC REVENUE BONDS**	**427,933**	**5,800**	**433,733**
	ENDING FUND BALANCE	**427,933**	**433,733**	**433,733**

Outstanding Encumbrances:

	Remaining funds	**433,733**


MONTHLY SALES TAX HISTORY BY FISCAL YEAR
YTD DATA, FORECAST AND LAST FIVE YEARS
2020
2021
2022
2023
2024
2025
2026
2026 Forecast
THOUSANDS
$1,200
$1,000
$800
$600
$400
$200
$-
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP


SALES TAX GROWTH - FORECAST, AND LAST TEN YEARS
THOUSANDS
10,000
9,000
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
-
pattern boxes = forecasted sales tax
13.2%
31.7%
20.5%
27.7%
9.9%
22.3%
18.0%
27.4%
14.1%
7.3%
12.3%
7.8%
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP

Raw Check Register - January 2026

Check Date: 01/01/2026-01/31/2026

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
1/12/2026	75859	IEDC	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	IEDC Group Membership Renewal	1,125.00	
1/20/2026	75911	DAVIDSON TROILO REAM & GARZA	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Legal Svcs EDC	1,482.30	
1/20/2026	75941	THE CHAMBER	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Luncheon Seat - Patricia Qaiyyim	30.00	
1/26/2026	75952	ADVAN RESEARCH CORPORATION LL	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Real Estate Intelligence, 3 users	10,000.00	
1/26/2026	75972	EQUIPMENTSHARE.COM, INC.	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	50' towable boom lift rental	500.33	
1/26/2026	75974	FLAT FIVE MARKETING LLC	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Foundation Marketing Pmt 3 of 4	2,262.66	
1/26/2026	75974	FLAT FIVE MARKETING LLC	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	foundation marketing Pmt 2 of 4	2,262.66	
1/26/2026	75985	LIONHEART PLACES LLC	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Proj.137-001 Cibolo Downtown Plan	12,464.22	
1/26/2026	75987	LUKE KILLION	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Winter Basic ED Course TEDC	300.00	
1/26/2026	75993	ODP BUSINESS SOLUTIONS, LLC	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	FS color LTR Impressions 10	552.88	
1/26/2026	76012	CITIBANK	ECONOMIC DEVELOPMENT FUND	NO DEPARTMENT	DECEMBER PCARD STMT 1/3/26	1,870.00	
1/29/2026	76393	UMB BANK N.A.	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	21CB	111,275.00	
1/29/2026	76394	WILMINGTON TRUST	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	CIBOLO EDC TRB SERIES 2021	32,042.89	
1/29/2026	76394	WILMINGTON TRUST	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	CIBOLO EDC TRB SERIES 2021	258,000.00	

City of Cibolo

Economic Development Corporation Staff Report

A. Welcome new board members

Meeting	Agenda Group
Thursday, March 19, 2026, 6:30 PM	Discussion/Action Item: 8A.

From
Clancy Hardin, Economic Development Manager

Welcome new CEDC board members:

Place 2: Terry Hinze

Place 3 Charity Rodriguez

Place 4 Kevin Neafie

City of Cibolo

Economic Development Corporation Staff Report

B. Discussion/Action Discussion/Action related to an amendment to the Economic Development Growth and Expansion (EDGE) Grant guidelines (Mr. Hardin)

Meeting	Agenda Group
Thursday, March 19, 2026, 6:30 PM	Discussion/Action Item: 8B.

From
Clancy Hardin, Economic Development Manager

PRIOR ACTION:

During the October 2025 meeting, CEDC members approved by motion to amend the EDGE grant and strike the words business establishments in 7D from the guidelines for applying for the EDGE grant to allow for retail center tenants to apply.

BACKGROUND:

After the October 2025 meeting, staff has received numerous inquires and during this meeting two (2) of the inquires have an application before the board for a request of a grant under special circumstances. After consulting with CEDC legal the EDGE Grant Guidelines have a conflict related to exceeding the $15,000 level of funding for projects between section 6F and 7C. Mentioned above the board has removed the physical location due to multiple suites in one retail center. The original intent of the EDGE grant having the option for businesses with special circumstances to request grants in excess of the $15,000 at the discretion of the board.

Staff has attached a red line edit proposing revisions to be made to section 7C of the EDGE grant guidelines. Below is are the proposed revisions in bold:

A. A business may apply for one or more of the seven (7) types of grants, not to exceed a maximum award amount of $15,000, per physical location (address) set forth herein within any fiscal year (October 1-September 30). The maximum amount of funding available to any one applicant, business establishment, or ~~one physical location (address)~~ shall be $15,000 per fiscal year ***with the exception of applications exceeding the $15,000 award under grant type F. Special circumstances. It shall be the CEDC board's sole discretion based on measurable economic impact as determined by the CEDC Board. Special circumstances grants exceeding $15,000 will require City Council approval and be placed on the next available City Council agenda for consideration.***

STAFF RECOMMENDATION:

Staff recommends approval of this amendment to the EDGE grant guidelines to allow for more clarification for applications that have special circumstances.

Additionally staff will bring back an agenda item later this year to recommend consolidation of the BIG and EDGE grant programs to just the EDGE grant covering City wide to streamline administration of the grants for FY27 and beyond.

FINANCIAL IMPACT:

N/A

MOTION(S):

I motion to amend the EDGE grant amendments as presented and to become effective immediately.

Attachments

Cibolo EDGE Grant 3.2026 DRAFT v3.pdf

CIBOLO ECONOMIC DEVELOPMENT FOR GROWTH & ENHANCEMENT (EDGE) GRANT PROGRAM GUIDELINES

Section 1: Sponsor

City of Cibolo Economic Development Corporation (CEDC)

Section 2: Purpose

The purpose of this Program is to enhance the economic vitality of the City of Cibolo by encouraging visually appealing physical improvements to local small business establishments.

Section 3: Grant Type

Grants provided are Reimbursement Grants, such grants being a cash match for funds disbursed by an Applicant and are in amounts not to exceed those provided under Section 6, "Type of Grants" below. In-kind contributions may not be used as a part or whole of an Applicant's match. Only Applicant's cash expenditures may be used as a grant match.

Section 4: Funding Cycle

The funding cycle shall be October 1, through September 30, annually. For each funding cycle, the CEDC shall designate an amount of funding for that cycle. Upon depletion of those funds, the CEDC will be under no obligation to fund additional grants. Likewise, the CEDC is under no obligation to establish future cycles. Grant requests are accepted on a first-come first-served basis of consideration.

Section 5: Eligibility

A. All buildings and facilities located within the City of Cibolo excluding the Old Town District or FM 78 Corridor shall be eligible for this program. Please see Section 10, "Map of Eligible Properties" to determine eligibility. Business facilities also serving as residences are not eligible.

B. Any new business planning to locate within the City of Cibolo excluding the Old Town District or FM 78 Corridor as noted in section 10 shall be eligible for this program.

C. Business facilities and/or properties which have outstanding financial obligations to the City of Cibolo, such as liens, court fines, City utility bills, or delinquent property taxes are not eligible.

D. Business facilities and/or property owners which have an ongoing lawsuit or are in any way parties to litigation against the City of Cibolo are not eligible.

E. The proposed project must comply with zoning regulations, city approved planning studies, comprehensive plan designations, city ordinances, building codes, City of Cibolo Unified Development Code, Americans with Disabilities Act guidelines, and any other applicable regulations.

F. Grants may not be used for refinancing existing loans, working capital, inventory, security fencing or gates (other types of fencing may be considered by the board on a case-by-case basis), home occupations, roof repair, interior remodeling, irrigation, or installation or maintenance of landscaping.

Section 6: Type of Grants

A. Façade Improvement	Improvements to storefronts, including, but not limited to, items such as painting, reconstruction, and remodeling. **Up to a 50% matching grant with a maximum of $15,000**
B. Sign Improvement	New signs, and renovation or removal of existing signs. **Up to a 50% matching grant with a maximum of $15,000**
C. Property Improvement	Improvements include, but not limited to, lighting, sidewalk and driveway improvements, parking lot improvements. Landscaping, irrigation, and roofs are not eligible. **Up to a 50% matching grant with a maximum of $15,000**
D. Demolition	Demolition of abandoned signs and structures. **Up to a 50% matching grant with a maximum of $15,000**
E. New Construction	Applies to exterior and some interior construction of the main building and not for accessory buildings. The grant shall be used only for the building components. This includes tenant finish out. **Up to a 50% matching grant with a maximum of $15,000**
F. Special Circumstances	Applies to special circumstances that arise. Some examples would be unexpected upgrades/replacement of equipment essential to the operation of the business. The grant shall be used only for permanent items. **Up to a 50% matching grant with a maximum of $15,000 Under special circumstances at the sole discretion of CEDC Board the grant amounts may exceed the maximum based on measurable economic impact as determined by the CEDC board.**

G. Fees: Since there are a variety of permitting, inspection and impact fees these will be considered at the sole discretion of the board. The grant shall not be used to pay for alcohol permits, environmental health permits, legal fees and any other fees determined to be ineligible at the sole discretion of the CEDC Board.

Up to a 50% matching grant with a maximum of $15,000

Section 7: Guidelines

A. Proof of applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.

B. The owner of a business to be operated within a leased facility, and the owner of such lease facility, must be the applicant for the program. Property owners may only submit for one tenant per application period. Copies of a lease agreement and proof of ownership of the leased facility shall be required.

C. A business may apply for one or more of the seven (7) types of grants, not to exceed a maximum award amount of $15,000, per physical location (address) set forth herein within any fiscal year (October 1-September 30). The maximum amount of funding available to any one applicant, business establishment, or ~~one physical location (address)~~ shall be $15,000 per fiscal year with the exception of applications exceeding the $15,000 award under grant type F. Special circumstances. It shall be the CEDC board's sole discretion based on measurable economic impact as determined by the CEDC Board. Special circumstances grant exceeding $15,000 will require City Council approval and be placed on the next available City Council agenda for consideration.

D. An applicant or ~~business establishment~~ that receives grant funding must wait 365 days from the date funds are dispersed before applying for subsequent awards for the same or other properties.

E. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the CEDC, and after the applicant submit to the CEDC proof of paid receipts for all applicable labor and materials. Digital photographs of the completed work shall also be required.

F. Labor provided by the Applicant or his/her employees may not be included in the cost estimate of the project and is not reimbursable through this Program.

G. Reimbursement grants are a cash payment of up to the approved percentage of funds expended by the applicant on the improvements and are not to exceed the limits set forth in Section 6. In-kind contributions to improvements by the applicant will not be considered as an expenditure by the applicant. Only cash expenditures by the Applicant may be used in calculating the cost of improvements.

H. The Applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the CEDC Board of Directors. Thereafter, any modifications must receive written approval by either the CEDC Board of Directors Failure to obtain such written approval prior to making any such modifications may render the Applicant ineligible to receive grant funding.

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I. The Applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the Applicant ineligible to receive grant funding.

J. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all the stated improvements shall render the Applicant ineligible to receive grant funding.

K. Upon approval of a grant application, and during the implementation of the improvements, a representative or representatives of the CEDC shall have the right of access to inspect the work in progress.

L. The Applicant shall not begin any improvements they are requesting a grant for prior to receiving written approval of grant funding from the CEDC.

M. The applicant must receive a building permit and begin construction within 6 months of receiving written approval from the CEDC. Construction must be complete within 9 months after the building permit is received. Failure to complete the improvements within the required time period may result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the CEDC Board of Directors.

N. By accepting a grant, the Applicant agrees that the business shall continuously remain open for a minimum of 12 months after the date of receipt of the grant. In the event that the business fails to continuously remain open for the required 12 months prior, the Applicant shall repay the grant in full of interest at a rate of 10% per annum, calculated from the date the grant was received. Such repayment shall be due within thirty (30) days from the date the CEDC provides written notice of the default.

O. The repayment obligation set out in Subsection N above is not transferrable and in the event the Applicant sells or transfers the business or property and the Transferee fails to keep the business open for the required 12 month period set out in Subsection N, the Applicant shall repay the grant and interest pursuant to the requirements of Subsection N.

P. The applicant must ensure that after receiving grant funds, the applicant must ensure that the business or property is upkept. A representative or representatives of the CEDC shall have the right to make routine visits to ensure the upkeep of the business or property is being maintained.

Q. The applicant must certify that the applicant does not employ, nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). The applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), the applicant shall repay the amount of the grant funds received by the applicant, at a rate of 10% annum, within thirty (30) days after the CEDC notifies the applicant of the violation.

R. In the event of a default under Section N or O and the Applicant fails to timely make full repayment, the CEDC shall have the right to file suit in a court of competent jurisdiction and recover the full amount of the grant, interest, court cost, and reasonable and necessary attorney fees.

S. If applicant commits an incident of breach of any other provision, applicant shall repay the CEDC the amount of any grant funds received from the CEDC and shall suspend any remaining grants for the remainder of the term until the breach is cured. The repayment shall be due on written demand by CEDC and shall be paid no later than thirty (30) days after receipt of such demand. In the event of breach beyond the cure period, the CEDC shall also seek to exercise its rights recover from applicant any legal expenses incurred by the CEDC to enforce recapture provisions under these guidelines.

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T. If applicant falsifies any information in the grant application or supporting documentation it submits to the CEDC, such applicant will be prohibited from applying for any CEDC grant for a minimum of five (5) years. This debarment shall apply to any business owned, partially owned or managed by applicant. Determination of providing false information shall be the sole decision of the CEDC staff. If applicant wishes to appeal the debarment of future grants, applicant must provide a written notice of appeal to CEDC Board of Directors within ten (10) business days of being notified of debarment.

Section 8: Application & Approval

A. Applications must be made on a form provided by the CEDC which shall be made available on the CEDC Website, at CEDC offices located at 201 W Loop 539, Cibolo, TX 78108 or by emailing economicdevelopment@cibolotx.gov.

B. Applications will be considered on a monthly basis and must be submitted to CEDC a minimum of thirty (30) calendar days prior to being presented at a CEDC Board Meeting. The following calendar will be used for completed applications to be presented to the Board of Directors for consideration. *Please note that Board Meeting dates may shift slightly due to room availability.*

Submission Deadline	Board Meeting
January 20, 2026	February 19, 2026
February 17, 2026	March 19, 2026
March 17, 2026	April 16, 2026
April 21, 2026	May 21, 2026
May 19, 2026	June 18, 2026
June 16, 2026	July 16, 2026
July 21, 2026	August 20,2026
August 18, 2026	September 17, 2026
September 15, 2026	October 15, 2026

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C. The grant application must include in this order:
    - Request letter to the CEDC Board of Directors describing proposed project and need for grant funds
    - Completed Grant Application
    - At least two photos of the existing exterior or property if new construction
    - Legal description of subject property
    - Proof of Ownership if property owner or Property Owner's Letter of Authorization if tenant
    - Establishment of business entity name (e.g. copy of Articles of Incorporation, DBA, etc.)
    - Project outline, illustrations, other supplemental information
    - Itemized estimates of proposed improvements from contractors of vendors. The quote shall be utilized for the purpose of determining the amount of grant needed for the project and any costs incurred in obtaining the quote shall be the responsibility of the applicant, not the CEDC.
        - Itemized work estimates which include details and information such as color samples of paint, fabric, sign material, etc.
    - Proof of insurance for contractor
    - Applicant's W-9
    - Completed Economic Impact Analysis (contact staff for this form)

D. All applications must be approved by the CEDC Board of Directors.

E. The Applicant or an authorized representative must be present at the EDC Board Meeting at which his/her grant application is being considered.

F. An Applicant shall be notified, in writing, within ten (10) business days of the CEDC's decision to approve or disapprove the application.

G. The CEDC may award grant funds to an Applicant, with certain provisions, conditions, or other requirements that the CEDC deems necessary or appropriate.

H. The CEDC reserves unto itself the absolute right of discretion in deciding whether to approve a grant relative to this application. The Applicant accepts that all decisions relating to the award of grant funds involves subjective judgments on the part of the decision-making entity related to the aesthetics of the proposed project and the granting of award funds for said project.

Section 9: Funding

A. Upon notification to the CEDC by the Applicant that a project has been completed, an inspection by a CEDC representative or representative shall be made to confirm that such project has been completed in accordance with the application or any approved modifications thereto. Such notification shall include, but not be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the project improvements have been paid and any and all liens claims regarding such work have been released, a signed conditional or permanent Certificate of Occupancy from the City, or any other item that the CEDC may reasonably deem necessary for determining the project's completion.

B. The CEDC agrees to distribute such funds to the Applicant within thirty (30) days following the inspection required in paragraph (A) hereof, and confirmation of completion of the project in accordance with the application or any approved modifications thereto.

C. Within ten (10) business days following an inspection and the presentation of the receipts as provided in Section 9(A) above, and after a determination is made by the CEDC's representative that the project has not

been completed in accordance with the application, or any approved modifications thereof, the CEDC shall issue a letter to the Applicant indicating any and all areas of non-compliance. The Applicant shall then have sixty (60) days, from the date of such letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty-day period shall be deemed a default of Applicant's obligations under the grant, and the Applicant shall be ineligible to receive grant funding.

Section 10: Map of Eligible Properties

***If your property is in the red, please apply for the Business Improvement Grant (BIG)**

Related to HWY 78 locations the block below is considered the BIG Grant area:

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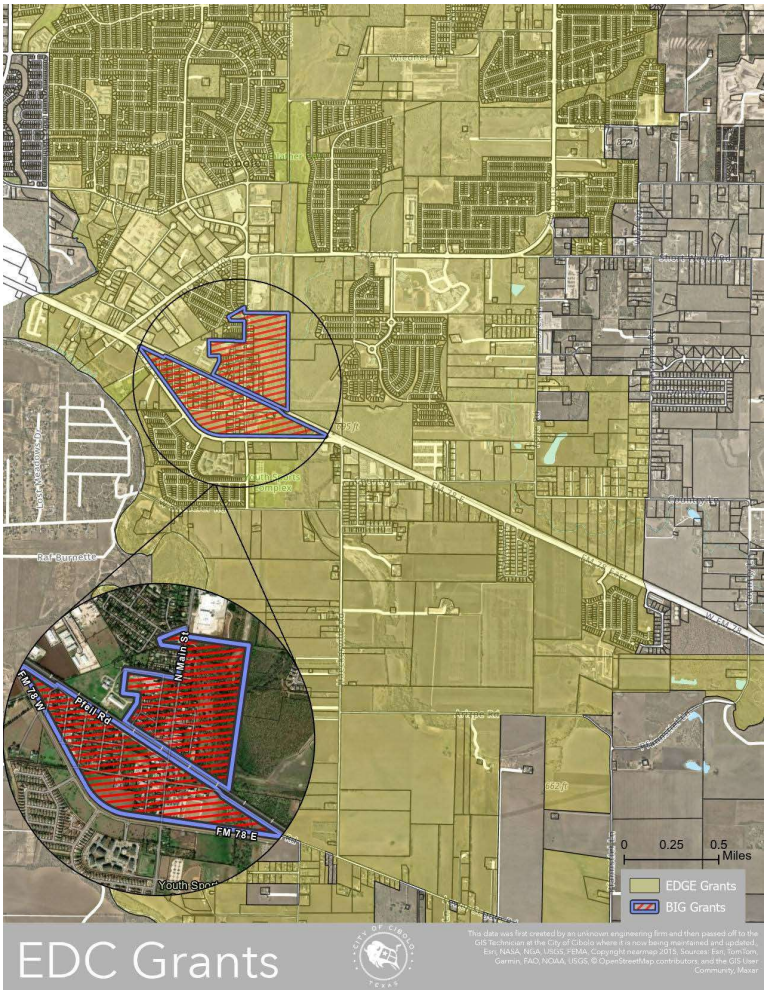
- Pfeil road: 100 Blk - 700 Blk
- FM78 West: 600 Blk - 630 Blk
- FM78 East: 100 Blk - 198 Blk


Main St
FM 78 W
Flett Rd
FM 78 E
Youth Sports Complex
0
0.25
0.5
Miles
EDGE Grants
BIG Grants
EDC Grants

City of Cibolo

Economic Development Corporation Staff Report

C. Discussion/Action related to an application by Max and Louie's New York Diner for a Economic Development Growth and Expansion (EDGE) in the amount to be determined by the CEDC Board for improvements to the site located at 18152 IH35, BLDG C (Mr. Hardin and Drew Glick)

Meeting	Agenda Group
Thursday, March 19, 2026, 6:30 PM	Discussion/Action Item: 8C.

From
Clancy Hardin, Economic Development Manager

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

Staff received an Economic Development Growth and Expansion (EDGE Grant) application from Drew Glick owner of Max and Louie's New York Diner requesting a EDGE Grant for assistance in offsetting the cost of onsite improvements for their new location to open in Cibolo Crossing located at 18215 IH 35, BLDG C.

In his letter to the CEDC Board, Mr. Glick wrote the following statements in support of approval of an EDGE Grant under special circumstances.

"The proposed project is a New York style Diner, Deli and Ice Cream Shop and Bakery development designed to serve both the residents of Cibolo and the surrounding Greater San Antonio region. This project will transform the existing property into a high-quality, hospitality and destination-driven business that emphasizes long-term economic sustainability, job creation, and community engagement.

Our vision is to deliver a professionally built, thoughtfully designed operation that reflects the values and growth goals of the City of Cibolo supporting local employment, increasing commercial activity, and contributing meaningfully to the city’s tax base.

Investment & Use of Grant Funds The total projected investment for this project is approximately **$4,000,000,** funded primarily through private capital. EDGE Grant funds are requested to help offset qualified development costs, including but not limited to:

- Site preparation and infrastructure improvements
- Multiple exterior signs
- Drop down weather control screens for patio seating
- Building construction and tenant improvements
- Specialized equipment and operational build-out
- Exterior enhancements that elevate the overall corridor and surrounding area
- Custom multi-passenger golf cart people mover with sponsor signage
- 30 days of pre-opening hiring and training of 150 staff members

The requested grant funds will directly impact the project timeline, reduce upfront development costs, and allow us to deliver a higher-quality finished project that benefits both the business and the City.

Employment & Economic Impact

Upon completion, the project is expected to create approximately **125 new permanent jobs, including 100 full-time and 25 part-time positions.** These roles will span management, operations, and service positions, with very competitive wages and opportunities for advancement.

In addition to direct employment, the project will generate ongoing economic benefits through:

- Local and regional vendor partnerships
- Increased foot traffic and complementary spending
- Long-term sales and property tax contributions
- Activation of underutilized commercial property

We are committed to operating this business as a long-term member of the Cibolo community."

STAFF RECOMMENDATION:

Please note: The EDGE grant program allows the board to consider awards above $15,000 when justified under section 6F "special circumstances".

Because of the scale of investment and job creation, staff staff recommends the approval of Mr. Glick's EDGE grant request for Max and Louie's second Texas location at Cibolo Crossing, in the amount not to exceed $50,000.

Per CEDC Legal and CEDC by-laws amounts over $15,000 must go to City Council for approval.

FINANCIAL IMPACT:

$50,000

MOTION(S):

I motion to approve the EDGE grant as presented by staff for Max and Louie's New York Diner in the not to exceed amount of $50,000 provided paid invoiced are verified and to direct staff to submit the grant for approval by the Cibolo City Council at their next meeting March 24, 2026.

Attachments

Full Max and Louies EDGE.pdf

cibolo tx
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Application for Cibolo Economic Development for Growth & Enhancement (EDGE) Grant

Contact: Cibolo Economic Development - economicdevelopment@cibolotx.gov, 210-659-1471

1	**PROJECT INFORMATION**					
A	Property Address: 18152 IH 35 North Cibolo, TX 78108					
8	Estimated Begin Work Date: 11112025			Estimated Completion Date: 4/1/2026		
C	Date Company Established: 2,m,2026			Federal Taxpayer ID Number:		
D	Company NAICS Code: 72251					
E	Choose Business Type: Corporation ☐Partnership ☐Sole Proprietorship ☐Other					
F	Reason for Requesting Grant: Building of new restaurant in city of Cibolo with signifigant construction costs					
G	Today's Date:					
2	**OTHER BUSINESSES IN BUILDING (IF APPLICABLE) - Please list other businesses in the building and check those interested in participating in the Business Improvement Grant Program.**					
	Name of Business			**Name of Owner**		
D	**NIA**					
D						
D						
D						
D						

3	**ELIGIBILITY**			
	YES	**NO**	**Item**	**Notes**
A	YES		Within the City?	
B	YES		Commercially Zoned?	
C	YES		City taxes in good standing?	
D		NO	No City liens existing?	
E	YES		Proof of ownership provided?	
F		NO	Outstanding code violations?	
G		NO	Received a grant within past 365 days?	In accordance with Section 7 of Guidelines
4	**ELIGIBILITY OF BUSINESS**			
	YES	**NO**	**Item**	**Notes**
A		NO	Any outstanding financial obligations to the City of Cibolo?	In accordance with Section SC of Eligibility
B		NO	Involved in any ongoing lawsuits with the City of Cibolo?	
C		NO	Currently located or will be located in Old Town District or FM 78 Corridor?	See Section 10 for Map of Eligible Properties

5	ENHANCEMENTS (Section 6)	TOTAL COST	POLICY MAX %	POLICY MAX$	AMOUNT REQUESTED	AMOUNT APPROVED
A	Fa ade	$	50%	$15,000	$	$
B	Sign Improvement	**$47497**	50%	$15,000	**$15000**	$
C	Property Improvement	**$35215**	50%	$15,000	**$15000**	$
D	Demolition	$0	50%	$15,000	$	$
E	New Construction	$	50%	$15,000	$	$

F	Fees	$	50%	$15,000	$	$
G	Special Circumstances	$ 36500	50%	$15,000	$ 15000	$
	TOTAL AMOUNT REQUESTED:				$	
	TOTAL BUSINESS IMPROVEMENT GRANT APPROVED:				$	

H Please describe any planned "Non-Grant" Enhancements:

9100 square foot building finish out for new restaurant

6 ATTACHED ITEMS/EXHIBITS

	YES	NO	Item	Notes
A	X		Request letter to the CEDC Board of Directors describing proposed project and need for grant funds	
B	X		At least two photos of existing exterior or property	Wlii only accept pictures of property if new construction
C	✓		Legal description of subject property	
D		N/A	Proof of Ownership if property owner	
E	X		Establishment of business entity name	
F	X		Project outline, illustrations, other supplemental information	
G	X		Construction cost estimates from a contractor/vendor	Itemized work estimates which include details and information such as color samples of paint, fabric, sign material, etc.
H	X		Applicant's W-9	
I	(		Completed Economic Impact Analysis	Contact staff for this form
J	X		Copy of signed lease agreement	If Business Owner is different from Property Owner
K	X		Vicinity map of subject property	

7 CONTRACTOR INFORMATION

A **Company Name:** AVL Construction

Contract Person: Avi Langbaum	Title: Owner
Address: PO Box 780758 San Antonio TX 78278	
Phone Number: 210-559-5834	Fax:
Email: AVL@AVLconstruction.net	Website:

8 I have read and agree to the terms and conditions set in the Cibolo EDGE application. I understand that my project will be evaluated and recommendations made as to the scope of work to be Included in the Cibolo EDGE Program. I understand that the submittal of this application in no way guarantees me a grant from the Cibolo Economic Development Corporation. I understand that additional Information may be requested as needed. The Cibolo Economic Development Corporation reserves the right to reject any and all applications at Its sole discretion.

If the property Is owned by a corporation, partnership, or joint venture, an individually legally authorized to represent the entity must ***sign*** below on behalf of the entity.

	Applications will be considered on a monthly basis and complete applications must be submitted to CEDC a minimum of thirty (30) calendar days prior to being presented at a CEDC Board Meeting.

Business Owner		**Property Owner**
Company: Max and Louie's New York Diner-Cibolo		Company:
Signature:		Signature:
Print Name: Andrew Glick		Type of Print Name:
Title: Owner/Manager		Title:
Company Phone Number:		Phone Number:
Company Email: dg@maxandlouies.com		Email:
Company Physical Address: 226 W Bitte!ll Rd #126 San An1onio 78216		Address:
Company Website: maxandlouies.com		Date:
Date:		

Dear Members of the Cibolo Economic Development Corporation, Board of Directors,

On behalf of Max & Louie's' NY Diner, I am pleased to formally submit this letter in support of our application for an EDGE Grant for the proposed development located at 181521H 35N, Cibolo, Texas.

Project Overview

The proposed project is a New York style Diner, Deli and Ice Cream Shop and Bakely development designed to selve both the residents of Cibolo and the surrounding Greater San Antonio region. This project will transform the existing property into a high-quality, hospitality and destination-driven business that emphasizes long-term economic sustainability, job creation, and community engagement.

Our vision is to deliver a professionally built, thoughtfu lly designed operation that reflects the values and growth goals of the City of Cibolo-supporting local employment, increasing commercial activity, and contributing meaningfully to the city's tax base.

Investment & Use of Grant Funds

The total projected investment for this project is approximately $4,000,000, funded primarily through private capital. EDGE Grant funds are requested to help offset qualified development costs, including but not limited to:

- Site preparation and infrastructure improvements
- Multiple exterior signs
- Drop down weather control screens for patio seating
- Building construction and tenant improvements
- Specialized equipment and operational build-out
- Exterior enhancements that elevate the overall corridor and smTounding area
- Custom multi-passenger golf cart people mover with sponsor signage
- 30 days of pre-opening hiring and training of 150 staff members

The requested grant funds will directly impact the project timeline, reduce upfront development costs, and allow us to deliver a higher-quality finished project that benefits both the business and the City.

Employment & Economic Impact

Upon completion, the project is expected to create approximately 125 new permanent jobs, including 100 full-time and 25 part-time positions. These roles will span management, operations, and selvice positions, with very competitive wages and opportunities for advancement.

In addition to direct employment, the project will generate ongoing economic benefits through:

- Local and regional vendor partnerships
- Increased foot traffic and complementaly spending
- Long-term sales and property tax contributions
- Activation of underutilized commercial property

We are committed to operating this business as a long-term member of the Cibolo community.

Supporting Documentation

Enclosed with this application, please find the following materials as requested:

- Photos of the existing exterior and subject property
- Legal description of the property
- Business entity documentation
- Project outline, illustrations, and supplemental materials
- Construction cost estimates and vendor quotes
- Completed W-9
- Economic Impact Analysis (with staff assistance, as needed)
- Copy of the signed lease agreement
- Vicinity map identifying the subject property

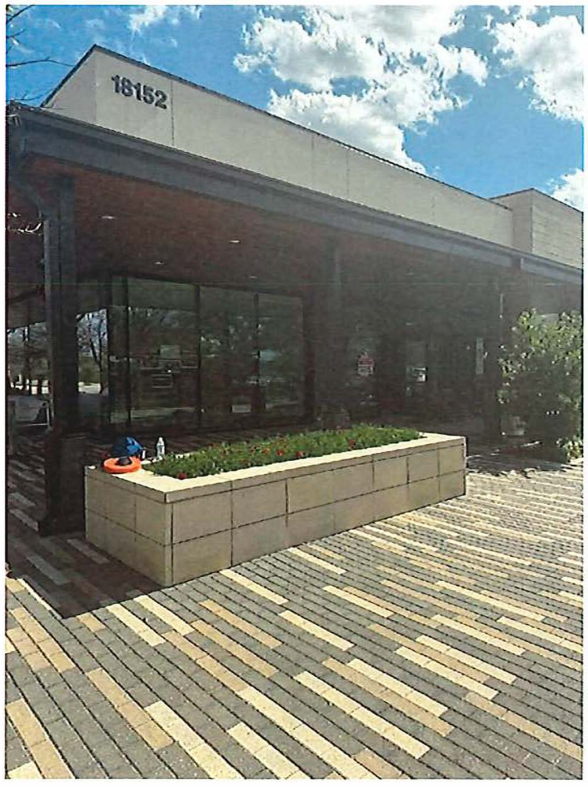
Closing

We appreciate the CEDC Board's commitment to supporting high-quality economic development projects that strengthen Cibolo's future. We believe this project aligns directly with those objectives and represents a responsible, impactful use of EDGE, Grant funds.

Thank you for your time, consideration, and continued investment in the growth of the Cibolo business community. We welcome the opportunity to present this project in person or provide any additional information the Board may require.

Respectfully submitted,

Drew Glick
Owner
MLTX2 LLC dba Max & Louie's NY Diner
631.455.3985
dg@maxandlouies.com


18152

Guadalupe AD Property Search

2025 Certified values reflect new exemption propositions from 8B4 & 8B23 that will go before voters in November. In the event the propositions do not pass, the exemption amounts will be adjusted accordingly.

Property Details

Account		
Property ID:	171722	Geographic ID: 1G0549-1001-00200-0-00
Type:	R	Zoning: COMMERCIAL
Property Use:		
Location		
Situs Address:	18152-18384 IH 35 N SCHERTZ, TX 78154	
Map ID:	M-3	Mapsco:
Legal Description:	CIBOLO CROSSING COMMERCIAL PH #1 LOT #02 BLK #1 7.044 ACS	
Abstract/Subdivision:	G_ 0549_ 1	
Neighborhood:	(CLA02) Common Land Area - 02	
Owner		
Owner ID:	230395	
Name:	CROMWELL STREET LLC	
Agent:	69998	
Mailing Address:	6101 HOLIDAY HILL ROAD MIDLAND, TX 79707	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	N/A(+)
Improvement Non-Homesite Value:	N/A (+)
Land Homesite Value:	N/A (+)
Land Non-Homesite Value:	N/A (+)
Agricultural Market Valuation:	N/A (+)

Market Value:	NIA(=)
Agricultural Value Loss:8	NIA(-)
Appraised Value:Q	**NIA(=)**
HS Cap Loss: Q	**NIA(-)**
Circuit Breaker: Q	**NIA(-)**
Assessed Value:	**NIA**
Ag Use Value:	**NIA**

2025 Certified values reflect new exemption propositions from S84 & S823 that will go before voters in November. In the event the propositions do not pass, the exemption amounts will be adjusted accordingly.

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: CROMWELL STREET LLC ¾**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
CCI	CITY OF CIBOLO	NIA	NIA	*NIA*	NIA
GCO	GUADALUPE COUNTY	NIA	*NIA*	*NIA*	NIA
LTR	LATERAL ROAD	NIA	NIA	NIA	NIA
SGS	SCHERTZ-CIBOLO-U.C. ISO	NIA	NIA	NIA	*NIA*

Total Tax Rate: *NIA*

Estimated Taxes With Exemptions: NIA

Estimated Taxes Without Exemptions: NIA

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

February 18, 2026

Elder Bray & Bankler PC

Elder Bray & Bankler PC
755 E. Mulberry Ste 450
San Antonio, TX 78212 USA

RE: MLTX2, LLC
File Number: 805940982

Assumed Name:
Max & Louie's New York Diner Cibolo

File Date: 02/18/2026

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

Ifwe can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

MLTX2, LLC
File Number: 805940982
Assumed Name:
Max & Louie's New York Diner Cibolo

The undersigned, as Secretary of State of Texas, hereby ce1tifies that the assumed name ce1tificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by viltue of the authority vested in the secretary by law hereby issues this Ce1tificate of Filing.

Dated: 02/18/2026

Effective: 02/18/2026

Jane Nelson
Secretaiy of State

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed **in the** Office of the
Secretary of State of **Texas**
Filing#: **805940982 2/18/2026**
Document#: **1559556830002**
Image Generated Electronically
for Web Filing

ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

Max & Louie's New York Diner Cibolo

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

MLTX2, LLC

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is : **02/18/2036**

5. The entity is a : **Domestic Limited Liability Company (LLC)**

6. The entity's principal office address is:

226 W Bitters Rd #126, San Antonio, TX, USA 78216

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

MLTX2, LLC
Name of the entity

By: **Andrew Glick, Manager**

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

FILING OFFICE COPY

EDGE GRANT APPLICATION

EXECUTIVE SUMMARY

Max & Louie's NY Diner is a **New York-style Diner, Deli, Bakery, with a Home-Made Ice Cream Shop** called Melvin's located at **18152 IH-35 North in Cibolo, Texas.**

The project represents a **$4,000,000 private investment** that will create approximately **125 New jobs** while bringing a high-quality, destination dining concept to the City of Cibolo.

Max & Louie's NY Diner is designed to be a **high-volume, full-service restaurant operating breakfast through dinner,** serving both residents and regional visitors traveling along the IH-35 corridor. The concept blends classic New York Diner fanatical hospitality with a modern community gathering place.

Key elements include:

- A full-service New York style diner
- An in-house bakery and bagel shop
- A full bar featuring specialty cocktails, mocktails, beer and wine
- A home-made ice cream, dessert and espresso program
- Community-oriented design inside and outside and family dining

This project will contribute to the City of Cibolo through:

- Job creation
- Sales tax generation
- Increased commercial activity along IH-35
- Activation of a currently underutilized property
- Long-term business investment within the community

EDGE Grant participation will assist with development costs associated with construction, infrastructure improvements, and specialized signage and decor necessary to deliver a high-quality project aligned with the City's economic development goals.

Max & Louie's NY Diner is committed to becoming a **long-term member of the Cibolo business community** and a destination dining experience for residents and visitors alike.

EDGE GRANT APPLICATION

A COMMUNITY CONCEPT

Max & Louie's NY Diner aims to contribute to the character and experience of Cibolo through creative and engaging community elements.

One concept included in the proposal is a **New York taxi-themed community golf cart,** designed to reflect the brand identity of the restaurant while promoting a partnership with the City of Cibolo.

Other Grant Items include:
Building Signage
Patio Privacy Screens
Specialized Equipment
30 Days of hiring and training of 125+ new employees

The goal is to create a **memorable and visual project** that reflects the fun and fanatical hospitality of the Max & Louie's Diner concept.

PROJECT TIMELINE

Grant Approval: 3/23/26

Construction Complete: 4/13/26

Projected Opening: 4/27/26

CONCLUSION

Max & Louie's NY Diner represents a meaningful private investment in the City of Cibolo and aligns with the City's goals of expanding economic activity, supporting job creation, and enhancing the community's commercial landscape.

With the assistance of the EDGE Grant program, this project will deliver a high-quality hospitality destination that contributes to the growth and vitality of the Cibolo business community for many years to come.

We appreciate the opportunity to submit this proposal and look forward to working with the City of Cibolo Economic Development Corporation.

Aetna Sign Group

MAX & LOUIE'S
NEW YORK DINER

2438 FREEDOM DRIVE
SAN ANTONIO, TX 78217
PH: 210.826.2800

WWW.AETNASIGN.COM

Max & Louie's New York Diner

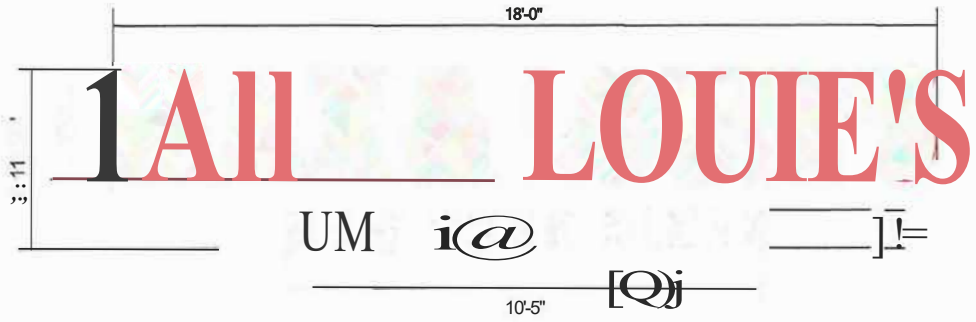
18152 IH 35
San Antonio, Texas

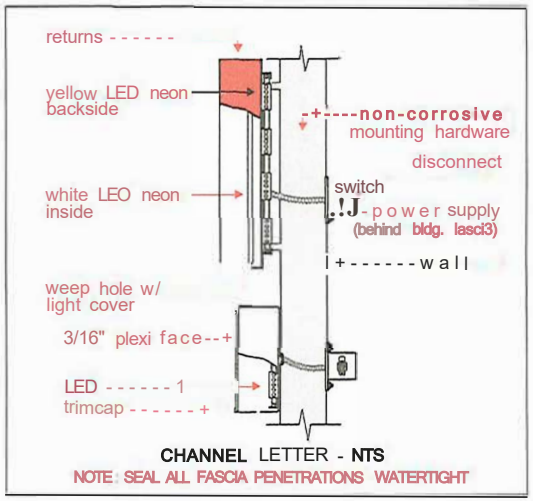
LOCATION MAP

OVER 95 YEARS OF SIGNING THE BEST NAMES IN BUSINESS

A1

all dims are approximate • field survey required





CHANNEL LETTERS W/ BACK-LIGHT SCALE: 3/8" = 1'-0"

ONE (1) REQUIRED· MFG. & INSTALL

MAX & LOUIE'S· ALUM. FABRICATED OPEN FACE CHANNEL LETTERS W/ 5• RETURNS· PTO. RED (EXACT CLOR TBO)

SINGLE WHITE LED NEON INSIDE LETTER FACES

LETTERS MOUNTED W/ 2" STANDOFFS MILL FINISH

YELLOW LED ATTACHED TO BACK OF CANS

NEW YORK DINER -ALUM FABRICATED FACE-LIT LETTERS· 5" RETURNS & TRIMCAP • WHITE

WHITE LEXAN FACES

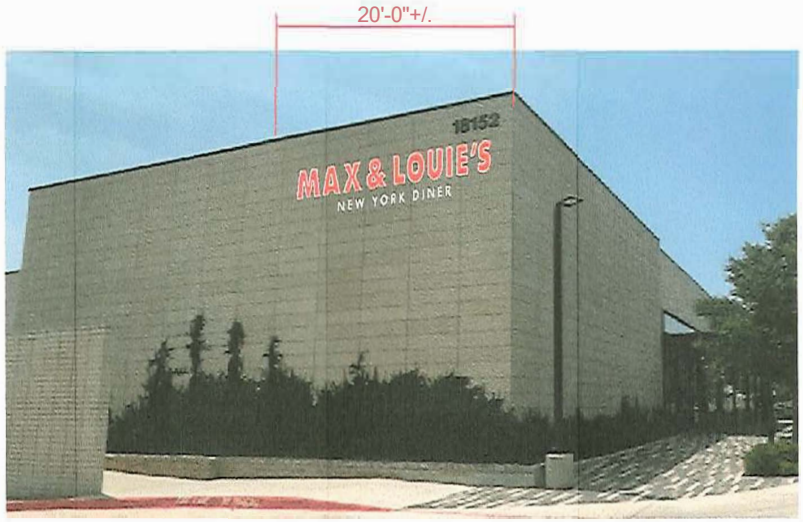
INTERNALLY ILLUMINATED W/ WHITE LED'S

LETTERS MOUNTED FLUSH TO BUILDING FACSIA

NIGHT VIEW

CHANNEL LETTER - **NTS**

NOTE: SEAL ALL FASCIA PENETRATIONS WATERTIGHT



PROPOSED SCALE: 3/32" = 1'-0"

Aetna SIGN GROUP
2438 FREEDOM DRIVE • SAN ANTONIO, TX 78217 • PH: 210.826.2800
FAX: 210.477.2323 • WWW.AETNASIGN.COM • FOLLOW US ON

CLIENT:	Max S Louic'lt	LOU	s,,s.2	CITY: Cibolo, TX	DESIGNER: Arnio V
ADDRESS:	18152 IH 35		C-OsbyG	DATE: 05-30-25	CLIENT APPROVAL:
COMPUTER FILE:	Art\drwg\misc\8419_max &louise_cibolo		MB=UN		
REVISION HISTORY:					

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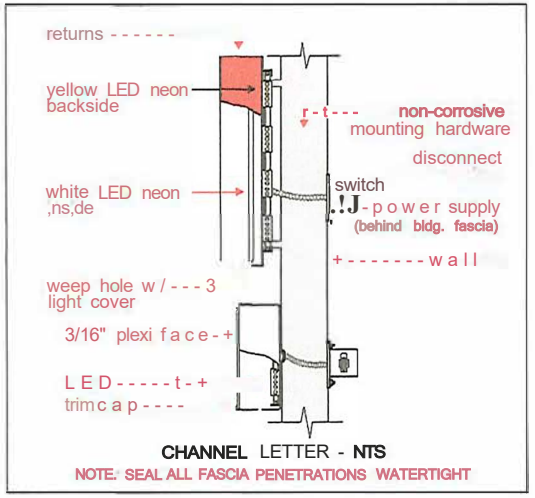
A2

all dims are approximate - field survey required



CHANNEL LETTER - NTS

NOTE: SEAL ALL FASCIA PENETRATIONS WATERTIGHT

CHANNEL LETTERS W/ BACK-LIGHT SCALE: 3/8" = 1'-0"

ONE (1) REQUIRED - MFG. & INSTALL

MAX & LOUIE'S -ALUM. FABRICATED OPEN FACE CHANNEL LETTERS W/ 5" RETURNS - PTD. RED (EXACT CLOR TBD)

SINGLE WHITE LED NEON INSIDE LETTER FACES

LETTERS MOUNTED W/ 2" STANDOFFS MILL FINISH

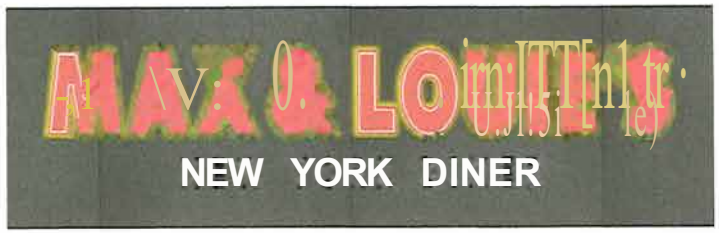
YELLOW LED ATTACHED TO BACK OF CANS

NEW YORK DINER -ALUM FABRICATED FACE-LIT LETTERS - 5" RETURNS & TRIMCAP - WHITE

WHITE LEXAN FACES

INTERNALLY ILLUMINATED W/ WHITE LED'S

LETTERS MOUNTED FLUSH TO BUILDING FACSIA



NIGHT VIEW

PROPOSED SCALE: 3/32"; 1-0·

e,na SIGN GROUP
269 N.E.X'S DR. • SAN ANTONIO, TX 78217 • PH: 210.828.2800
210) 77 253 • WWW.AETNASIGN.COM • FOLLOW US ON

CLIENT:	Max & Louie's	DRAWING: 8419,3	CITY: Cibolo, TX
ADDRESS:	18152 IH 35	♦-CcsloyG	DATE: 05-30-25
CuNPU'tn mr:	Art\drwg\misc\8419_max &loul _cibolo		CLIENT APPROVAL
RrVI:;mlf$10k'r			

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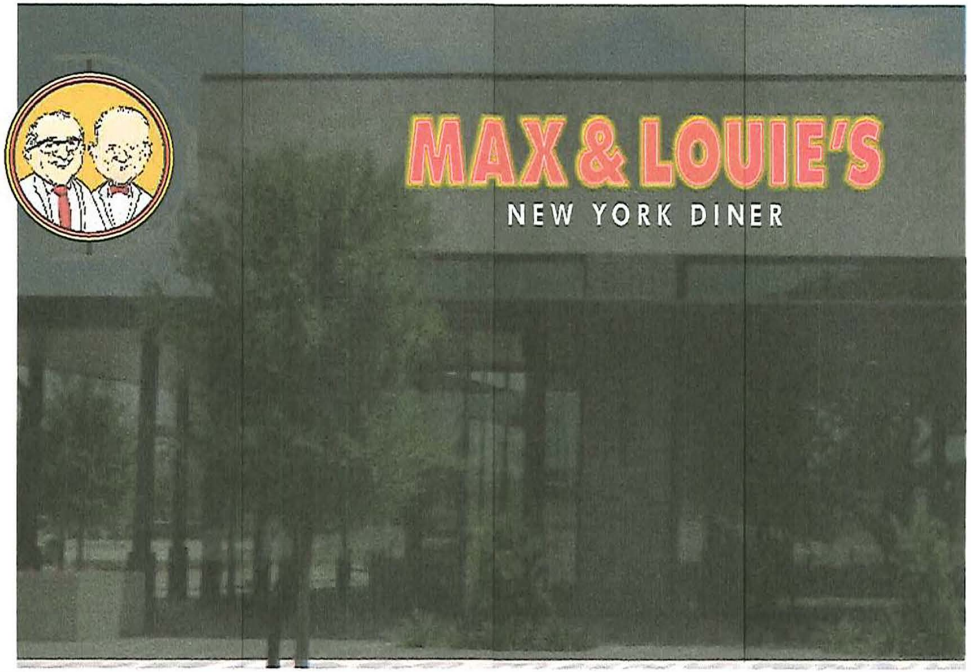
A2/C

SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"

e,na SIGN GROUP

2439 FREEDOM DRIVE • SAN ANTONIO, TX 78217 • PH: 210.826.2900
FAX: 210.477.2323 • WWW.AETNASIGN.COM • FOLLOW US ON

JOB:	Max & Louie's	8419.3	CITY:	Cibolo, TX	DESIGNER: Arnie V
ADDRESS:	18152 IH 35	Co81oy G	DATE:	05-30-25	CLIENT APPROVAL

COMPUTER FILE: Art\drwg\misc\8419_max &louise_cibolo
REVISION HISTORY:

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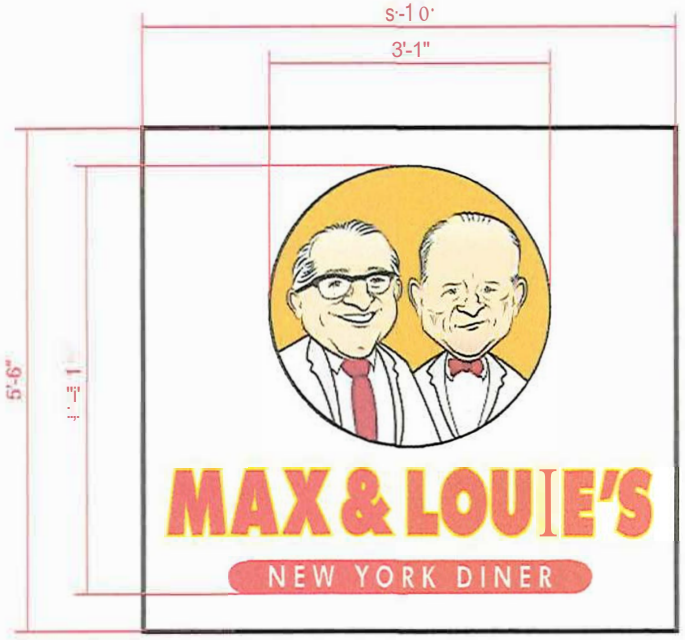
F



VINYL - S/F **MONUMENT** SCALE: 3/4" = 1'-0"

ONE (1) REQUIRED - MFG. & INSTALL

INKJET PRINTED VINYL APPLIED TO EXISTING LEXAN FACE

PROPOSED SCALE: 3/16" = 1'-0"

e,na
SIGN GROUP
2435 FREEDOM DRIVE • SAN ANTONIO, TX 78217 • PH: 210.826.2400
FAX: 210.477.2323 • WWW.AETNASIGN.COM • FOLLOW US ON

CLIENT:	Mnx:S.Loulc'$	FILE:	8419.9	CITY:	Cibolo, TX
ADDRESS:	18152 IH 35		COsloyG	DATE:	05-30-25
COMPUTER FILE:	Art\drwg\misc\8419_max &louise_cibolo				
REVISION HISTORY:					

DESIGNER: Arnie V

CLIENT APPROVAL:

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EDGE GRANT APPLICATION

Proposed Development:

Max & Louie's NY Diner - Cibolo

Submitted To:
City of Cibolo Economic Development Corporation
200 S Main Street
Cibolo, Texas

Submitted By:
Drew Glick
Owner/Founder
MLTX2 LLC dba Max & Louie's NY Diner

Project Investment:
$4,000,000 Private Investment

Projected Employment:
125 New Cibolo Jobs

Projected Opening Date:
April 27, 2026

Max and Louie's
This cart is sponsored by City of Cibolo
OBTY
TAXI
NYC TAXI

BLIND AMBITION
4747 Whirlwind Dr Suite #2
San Antonio. TX 78217 USA
+12105456178
james@btindarnbition.biz
WWW.BLINDAI\IBITION.BIZ

Estimate

ADDRESS
Glick, Drew
22904 Canasta
631-455-3985
San Antonio, TX 78261

SHIP TO
Glick, Drew
22904 Canasta
631-455-3985
SanAntonio, TX 78261

ESTIMATE	2818
DATE	08/06/2025
EXPIRATION DATE	09/06/2025

SALES REP
James Johnson

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/06/2025	Exterior Roller Shade	Dining Area - KAOS - Keder Track - High Wind Shades - Dark Bronze 95% Fabric - Carbon Frame & Side Channels	7	4,068.7357143	28,481.15T
	Install	Exterior Roller Shades Installed	7	400.00	2,800.00T
	Misc.	Wifi Bridge App & Programming	1	750.00	750.00T
		Power and Blocking by Other			

50% deposit 'is required *on* all custom orde,s. Cuslom *01ders* are ron-returnable nd non-rnfunclatilH. One year warran1y on c'll lat>0r, all products Am covered Uy 1nanura.cturers wa,ranties.

SUBTOTAL	32,031.15
TAX	2,683.82
SHIPPING	500.00
TOTAL	**$35,214.97**

Accepted By

Accepted Date

FACT SHEET

MAX AND LOUIE'S NEW YORK DINER

RECRUITMENT
Project Type

TOURISM & HOSPITALITY
Industry

PROJECT INFO

NAICS	722511 Full-Service Restaurants
SPACE	No new space
FACILITY	
BREAK GROUND	
BEGIN OPERATIONS	

EMPLOYMENT

:.1130

New Jobs

CAPITAL INVESTMENT

$4.6M

$4.6M Buildings & Improvements
$0 Furniture, Fixtures, & Equipment

PAYROLL

8

$5.2M
Annual Payroll

ADDRESS
181521 35 N Frontage Rd, Schertz, TX 78108, USA

COMPANY INFO

Company Name	Max and Louie's New York Diner
Year Established	2016 in San Antonio and 2026 in Cibolo
State of Formation	Texas
Business Structure	LLC
Ownership	Private

1 rt .1
EDGE Grant

Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

SHOPPING CENTER LEASE

behveen

CROMWELL STREET, LLC, a Texas limited liability company
as Landlord

and

MLTX2, LLC, a Texas limited liability company
as Tenant

181241-35
CIBOLO, TEXAS

Dated effective as of June 1, 2025

Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

ARTICLE XXX MISCELLANEOUS 35

Exhibits

A	Description of Shopping Center
B	Depiction of Premises, Patio Area, Outdoor Plaza, Community Events Area, and Shopping Center
C	Work Letter
D	Guaranty
E	Restriction on Shopping Center (Exclusive)
F	Renewal Option
G	Intentionally Deleted.
H	Shopping Center Rules and Regulations
1-1	Retail Sign Criteria - Phase I
1-2	Pylon Signage
J	Prohibited Uses and Restrictions
K	Patio Rules and Regulations

Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

(j) "Premises": A store unit in the Shopping Center with the address of 18124 IH-35, Cibolo, Texas 78 I08 containing approximately 9,111 square feet in area measured by calculating lengths and widths to immediately inside the exterior ofoutside walls (e.g., not including the exterior surface of such outside walls) and to the middle ofinterior walls, being in building "C" ofthe Shopping Center, and being described or shown on Exhibit "B". The parties agree that Exhibit "A" and Exhibit "B" are attached solely for the purpose of locating the Shopping Center and the Premises within the Shopping Center and that no representation, warranty, or covenan\ is to be implied by any other information shown on the exhibits (i.e., any information as to buildings, tenants or prospective tenants, etc., is subject to change at any time).

(k) "Commencement Date": The earlier of:

(i) the date upon which Tenant opens for business to the public at the Premises, and

(ii) 240 days after the Effective Date.

(l) "Term": Commencing on the date Landlord delivers possession of the Premises to Tenant and continuing for 120 months after the Commencement Date; provided that if the Commencement Date is not the first day of a month, then the period from the Commencement Date to the first day of the next month shall be included in the first month for purposes of determining the duration of the Term. The "Term" shall also include any extension term for which an extension option has been validly exercised pursuant to Exhibit "F" at the time in question.

(m) "Minimum Guaranteed Rental": Minimum Guaranteed Rental shall be as follows during the respective months of the Term:

Months	*Minimum Guaranteed Rental*
1-12	$21,252.00 per month
13-24	$21,677.04 per month
25-36	$22,110.58 per month
37-48	$22,552.79 per month
49-60	$23,003.85 per month
61-72	$23,463.93 per month
73-84	$23,933.20 per month
85-96	$24,411.87 per month
97-108	$24,900.11 per month
109-120	$25,398.11 per month

If the Commencement Date does not occur on the first day of a calendar month, then "month 1" in the above table shall commence on the Commencement Date and shall end at the conclusion of the last calendar day of the next succeeding calendar month (for example, if the Commencement Date is Febrnary I0th, then "month 1" in the above chart would begin on Febrnary 10th and would end upon the conclusion ofbusiness on March 31st). And in such event the Minimum Guaranteed Rental for "month 1" shall be increased proportionately with the additional number of days attributable to such period.

(n) Percentage Rental rate: *NIA.*

(o) "Common Area Maintenance Charges": All charges to be paid by Tenant pursuant to Section 7.4.

(p) "Prepaid Rental": $31,119.00, being an estimate of the Minimum Guaranteed Rental, Common Area Maintenance Charges, and Tenant's obligations for Real Estate Charges and Insurance Expenses, and (if applicable) merchants' association dues for the first full month of the Term, such prepaid rental being due and payable upon execution of this Lease. Note: If Tenant desires credit for Prepaid

Docus!gn Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

area for Tenant's customers, subject to applicable laws and regulations, including but not limited to Texas Alcoholic Beverage Commission ("TABC") mies and regulations; and (ii) hosting live programming events to the extent not prohibited by the Phase I REOA (as defined below), in connection operation of the Premises for Tenant's Permitted Use, on the same terms, provisions, and conditions as offered for access and use by Landlord to other tenants in the Shopping Center. Landlord shall have the right to sixty (60) days' advance written request from Tenant for all such events to be held by Tenant in the Outdoor Plaza and Landlord, in its sole determination, shall maintain the calendar of availability for the Outdoor Plaza. Tenant shall comply, and ensure compliance by all licensees, guests, invitees, customers, patrons, and the like, with all applicable laws and regulations, including but not limited to TABC mies, in connection with Tenant's use of the Outdoor Plaza. Tenant's rights contained in this Section 1.1 *(t)* shall be subject to the restrictions contained in that ceiiain "Reciprocal Easement and Operation Agreement - Phase I", dated November 12, 2020, as may be amended from time to time, recorded in the Property Records of Guadalupe County, Document No. 202099032735 ("Phase I REOA"), including, but not limited to Article X and Article XIII of the Phase I REOA. For the avoidance of doubt, Tenant acknowledges that the Outdoor Plaza is not a part of Tenant's Leased Premises and Tenant shall only have the limited rights to use the Outdoor Plaza as contained herein.

(i) As long as Tenant is open for business and operating for the Permitted Use and not in default under this Lease, Landlord shall not permit Outside Community Events (as defined below) in the "Community Events Area" depicted on Exhibit "B" during Tenant's Peak Hours. For the purposes of this Section 1.l(t)(i). "Outside Community Events" shall mean the events occmTing in the Community Events Area, depicted on Exhibit "B", that are hosted or sponsored by persons, entities, or organizations, other than by open and operating tenants in the Shopping Center or Landlord or its affiliates. For the purposes of this Section Llffi.ill, "Tenant's Peak Hours" shall mean between the hours of 8 AM to 1 PM each day, except for days when Tenant is closed to the public. Notwithstanding anything to the contrary herein, upon providing Tenant no less than thirty (30) days' written notice, Landlord shall be entitled to permit up to eight (8) Outside Community Events per year during Tenant's Peak ·Hours; provided, however, there shall be no Outside Community Events on Easter Sunday, Mother's Day, Father's Day, Memorial Day Weekend and Labor Day Weekend.

(u) "Effective Date": For all purposes under this Lease, the execution date and the date upon which this Lease shall be effective is June 1, 2025.

1.2 The following table is provided as an estimate of Tenant's initial monthly payment broken down into its components. This table, however, does not supersede the specific provisions elsewhere in this Lease:

Initial Minimum Guaranteed Rental (Section 1.l(m) and Section 4.1)	$21,252.00
Initial Payment for Common Area Maintenance Charges, Real Estate Charges, and Insurance Expenses (Section 1.l(o). Section 7.4, and Article VI)	$9,867.00
TOTAL INITIAL MONTHLY PAYMENT	$31,119,00

ARTICLE II
GRANTING CLAUSE

2.1 Landlord leases the Premises, and the Patio Area to Tenant for the Term upon the terms and conditions set forth in this Lease.

Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

5.2 Landlord shall use good faith efforts to keep confidential all financial statements supplied by Tenant; however, Landlord shall have the right to reveal such information to mo1lgagees, prospective purchasers and prospective mortgagees (and their respective agents) and to Landlord's managers, development and administrative officers and personnel, and consultants.

ARTICLE VI
TENANT'S RESPONSIBILITY FOR TAXES, OTHER REAL ESTATE CHARGES AND INSURANCE EXPENSES

6.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trnde fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

6.2 Tenant shall also be liable for Tenant's Share (as defined below) of all Real Estate Charges (as defined below) and Insurance Expenses (as defined below) related to the Shopping Center or Landlord's ownership of the Shopping Center, with all payments for which Tenant is liable pursuant to this ARTICLE VI to be considered for all purposes to be additional Rentals under this Lease. Tenant's obligations under this Section 6.2 shall be prorated during any partial year (i.e., the first year and the last year of the Term). For purposes of this ARTICLE VI, "Tenant's Share," with respect to Real Estate Charges and Insurance Expenses, shall be computed by multiplying the total amount of those Insurance Expenses and Real Estate Charges relating to the Shopping Center by a fraction, the numerator of which shall be the total rentable square feet in the Premises and the denominator of which shall be the total rentable square feet within all buildings in the Shopping Center at the time when the respective charge was incurred. Tenant understands and agrees that: (i) Landlord's construction of the Shopping Center is currently not complete; (ii) said construction may alter the total rentable square feet within premises in the Shopping Center; and (iii) Tenant's Share shall be recalculated upon completion of any construction affecting the total rentable square feet within premises within the Shopping Center. Tenant's Share shall exclude, however, as applicable to any particular charge or expense, areas for which any such Real Estate Charges or Insurance Expenses, or both, are paid by a party or parties other than Landlord. "Real Estate Charges" shall include ad valorem taxes, general and special assessments (including, without limitation, all ad valorem assessments charged pursuant to any covenants or restrictions now or hereafter affecting the Shopping Center), parking surcharges, any tax or excise on rents (including any tax imposed on Landlord's revenue, to the extent derived from ownership or operation of the Shopping Center, regardless whether explicitly identified as a tax on rents, it being understood and agreed that Real Estate Charges shall include all taxes imposed pursuant to Chapter 171 of the Texas Tax Code, and all subsequent legislation (including, without limitation, in replacement or substitution thereof) and regulations related thereto), any tax or charge for governmental services (such as street maintenance or fire protection), any tax or charge which replaces any of such above-described Real Estate Charges, and any fees paid by Landlord to consultants, attorneys and other professionals who monitor, negotiate and/or contest any or all above-described Real Estate Charges; provided, however, that Real Estate Charges shall not be deemed to include any franchise, estate, inheritance or general income tax (other than taxes imposed pursuant to the aforesaid Chapter 171 of the Texas Tax Code and subsequent legislation and regulations related thereto). "Insurance Expenses" shall include all premiums and other expenses incurred by Landlord for liability insurance, rental loss insurance covering not less than one year of Rent to be paid by all tenants in the Shopping Center, worker's compensation, automobile and property insurance (including, to the extent deemed appropriate by Landlord, environmental coverage, pollution coverage, mold coverage, terrorism coverage and whatever other special coverages and/or endorsements that Landlord, in Landlord's sole discretion, may from time to time consider appropriate).

6.3 Landlord may, if Landlord deems it appropriate to do so, attempt to obtain separate assessments for Tenant's obligations pursuant to Section 6.1 and, with respect to Section 6.2, for such of the Real Estate Charges as are readily susceptible of separate assessment; and if Landlord does attempt to so obtain separate assessments, Tenant shall cooperate with Landlord's efforts. To the extent of a separate assessment, Tenant agrees to pay

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common with Landlord, other tenants in the Shopping Center and other persons permitted by the Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. Landlord's current rules and regulations are attached hereto as Exhibit "H". Additionally, and without limiting the generality of Landlord's ability to establish rules and regulations governing all aspects of the Common Area, Tenant agrees as follows:

(a) If Landlord designates specific parking areas for Tenant and Tenant's employees, then Tenant shall comply with Landlord's designation and shall institute procedures to ensure that its employees also comply. In this regard, Tenant also agrees that if requested by Landlord, Tenant shall promptly furnish Landlord with state automobile license numbers assigned to Tenant's vehicle or vehicles, and vehicles of Tenant's employees; moreover, in such event Tenant shall thereafter notify Landlord of any changes within five days after such changes occur. In the event Tenant or its employees fail to park their vehicles in designated parking areas as aforesaid, then Landlord at its option may charge Tenant $10.00 per day per vehicle parked in any area other than those designated, as and for liquidated damages, and Tenant shall pay such charges upon demand. Tenant authorizes Landlord to cause any vehicle which is not parked in the designated parking areas to be towed from the Shopping Center; moreover, Tenant shall on demand from Landlord reimburse Landlord for the cost thereof, and Tenant shall in all respects indemnify, defend, and hold Landlord harmless with respect to such towing by Landlord. Tenant's obligations under the preceding sentence shall survive the expiration or earlier termination of this Lease.

(b) Tenant shall not solicit business within the Common Area, and Tenant shall not take any action which would interfere with the rights of other persons to use the Common Area.

(c) Landlord may temporarily close any part of the Common Area for such periods of time as may be reasonably necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights.

(d) With regard to the roof(s) of the building(s) in the Shopping Center, use and control of the roof(s) is reserved to Landlord or, with regard to any tenant demonstrating to Landlord's satisfaction both a need to use same (such as in connection with HVAC repair or replacement, as contemplated in Section 11.3) and procedures to assure that no damage is done to the roof(s) (such as proper reattachment and sealing in connection with HVAC repair or replacement), to such tenant after it has received Landlord's prior written consent.

7.3 Landlord shall be responsible for the operation, management and maintenance of the Common Area, the manner of maintenance and the expenditures therefor to be in the sole discretion of Landlord, but to be generally in keeping with similar shopping centers within the same geographical area as the Shopping Center. Without limiting the generality of the immediately preceding sentence, Tenant acknowledges that **LANDLORD MAKES NO REPRESENTATION OR WARRANTY REGARDING WHETHER OR NOT LANDLORD WILL PROVIDE SECURITY SERVICES, OR IF SO, WHAT FORM OF SECURITY SERVICES WILL BE PROVIDED.**

7.4 In addition to the Rentals and other charges prescribed in this Lease, Tenant shall pay to Landlord, as additional Rentals required pursuant to this Lease, Tenant's Share of the cost of Landlord's management, operation and maintenance of the Common Area, as well as other commonly shared costs, which may be incurred by Landlord in its discretion, including, among other costs, all costs of the following: lighting, painting, cleaning, policing, inspecting, repairing, replacing Common Area elements; heating and cooling of any enclosed mall or promenade (i.e., if such exists in the Shopping Center); trash removal (i.e., except as paid by Tenant or otherwise administered pursuant to Section 10.6); insect and pest treatments and eradication (whether in the Common Area or for the building(s) of the Shopping Center); security (if and to the extent Landlord provides security); advertising and other marketing to promote the Shopping Center; environmental protection improvements or devices and health and safety improvements and devices which may be required by applicable laws (including the maintenance, repair and replacement of same); seasonal decorations, seasonal lighting and/or other promotional activities (if any); charges and assessments paid by

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one or more specific errors or a written request for further detail regarding a specific charge, then the assessment and/or statement shall be deemed correct in all respects. In addition, Tenant further agrees that if it so asserts error or requests further information within such 30 day period, Tenant will nevertheless pay all amounts charged by Landlord pending a resolution thereof.

ARTICLE VIII
MERCHANTS' ASSOCIATION

8.1 In the event that Landlord shall initiate a promotional fund or organize or sponsor a merchants' association composed of tenants in the Shopping Center, Tenant agrees that it will contribute to such fund or join and maintain membership in such association and will comply with such other bylaws, rules and regulations as may be adopted from time to time by the association. In addition, if the association charges its member dues or assessments, or both, and designates Landlord to collect same, then Tenant shall, as additional Rentals pursuant to this Lease, pay such dues and/or assessments as may be reasonably determined from time to time by the association; provided, however, that the method of charging dues and/or assessments must reasonably account for the relative benefit which the association's activities will bring to the respective tenants obligated to pay such dues and/or assessments.

ARTICLE IX
PROVISIONS APPLICABLE TO ALL RENTALS

9.1 For purposes of this Lease, the term "Rental" or "Rentals" shall be deemed to include Minimum Guaranteed Rentals (Section 1.1 (m) and Section 4.1), Tenant's required payments for Real Estate Charges and Insurance Expenses (ARTICLE VI), Tenant's Common Area Maintenance Charges (Section 7.4) and if applicable, Tenant's required payments for merchants' association dues and/or a promotional fund (ARTICLE VIII). Landlord and Tenant agree that each provision of this Lease for determining Rentals is commercially reasonable, adequately and sufficiently describes to Tenant the method by which such Rental is to be computed, and constitutes a "method by which the charge is to be computed" for purposes of Section 93.012 of the Texas Property Code. **ACCORDINGLY, TENANT VOLUNTARILY AND KNOWINGLY WAIVES ALL RIGHTS AND BENEFITS, IF ANY, AVAILABLE TO TENANT UNDER SECTION 93.012 OF THE TEXAS PROPERTY CODE AS SUCH SECTION NOW EXISTS OR AS IT MAY BE HEREAFTER AMENDED.**

9.2 Rentals shall accrue from the Commencement Date, and shall be payable to Landlord at Landlord's address specified in Section 1.1(b). or at any other address which Landlord may subsequently designate in a written notice to Tenant. Notwithstanding the foregoing, Landlord, upon thirty (30) days' prior written notice to Tenant (an "Electronic Payment Notice"), may require that Tenant make all payments to Landlord under this Lease, including, without limitation, payments of Rentals, though a software system, ACH, wire, online system, or electronic funds transfer methodology that is selected by Landlord or Landlord's management company in its sole discretion (the "Electronic Payment Method"). After thirty (30) days following Landlord's delivery of the Electronic Payment Notice to Tenant, any payment to Landlord by Tenant that is otherwise timely but is not submitted by the Electronic Payment Method shall be subject to an administrntive fee payable by Tenant to Landlord equal to 5% of the amount of the payment (the "Administ·ative Fee"). Landlord and Tenant hereby agree that the Administrative Fee represents liquidated damages attributable to the inconvenience and delay necessitated by accommodating an alternative payment method, and is not a penalty, given that Landlord's actual damages attributable to the inconvenience and delay would be difficult or impossible to ascertain. If any law limits the amount of liquidated damages to less than the amount of the Administrative Fee, then Landlord is entitled to the maximum allowable amount. Each payment by the Elech·onic Payment Method shall be initiated by Tenant for settlement on the date such payment is due. Prior to each payment due date and until the payment is made, Tenant shall ensure that it has sufficient funds in Tenant's account to cover each payment by the Electronic Payment Method. Any charges or costs, if any, by Tenant's bank for payment by any Electronic Payment Method shall be paid by Tenant.

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10.2 The Premises may be used only for the purpose or purposes specified in Section 1.1(r) above, and only under the trade name specified in Section 1.1(e) (or, if Section 1.1(e) is not filled in, any trade name approved in advance by Landlord in writing), and for no other purpose and under no other trade name, it being understood and acknowledged that Landlord has entered into this Lease in large pa1t because it believes that such use and trade name will benefit the Shopping Center as a whole. Landlord understands and agrees that the use specified in Section 1.Hr) may, at Tenant's option, include one or more incidental uses (i.e., constituting only a small portion of Tenant's premises area and a negligible percentage of Tenant's gross sales) which in the marketplace in the vicinity of the Shopping Center are regularly and customarily deemed to be essential to Tenant's specified use; however, Tenant understands and agrees that no such incidental use shall be permitted unless it complies with all applicable laws as well as with all of the following additional requirements: (i) such incidental use must be consistent with a first-class shopping center; (ii) such incidental use must in all respects be in compliance with the terms of this Lease; and (iii) such incidental use must not violate any so-called "exclusive" or other use restriction then applicable to the Shopping Center.

10.3 Tenant shall not, without Landlord's prior written consent, keep anything within the Premises or use the Premises for any purpose which either (a) creates a risk of toxic or otherwise hazardous substances (other than de minimis quantities used in the ordinary course of Tenant's business as a restaurant) or (b) invalidates any insurance policy or increases the insurance premium cost for any insurance policy carried on the Premises or other parts of the Shopping Center. Tenant's operations in the Premises – as well as all property, substances and other materials kept, stored, allowed to be brought within, or disposed from the Premises – shall comply in all respects with all federal, state, and municipal laws, ordinances, codes and regulations relating to the protection of the environment and natural resources, now existing or hereafter enacted (collectively, the "Environmental Laws"), including without limitation the following: (i) the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (often referred to as "CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, as same may have been further amended or may be further amended from time to time, (ii) the federal Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984, as same may have been further amended or may be further amended from time to time, (iii) the federal Water Pollution Control Act of 1972 (often referred to as the "Clean Water Act"), as same may have been amended or may be amended from time to time, (iv) the federal Spill Compensation and Control Act of 1976, as same may have been amended or may be amended from time to time, and (v) any and all other federal, state, county, and municipal laws, ordinances, codes and regulations which relate in any way to the matters regulated by CERCLA and/or any other above-mentioned federal legislation. All property kept, stored or allowed to be brought within the Premises shall be at Tenant's sole risk. Tenant shall i1mnediately notify Landlord in the event Tenant becomes aware of any actual or potential environmental hazard or any actual or alleged violation of one or more Environmental Laws. Tenant shall indemnify and defend Landlord and hold Landlord harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action (including without limitation all attorneys' fees and expenses) arising out of or relating to, directly or indirectly, any violation or alleged violation by Tenant or any party accessing the Premises by or through Tenant of any one or more of the Environmental Laws, except for any violations of Environmental Laws which may be caused solely by Landlord. Tenant's obligations under the preceding sentence shall smvive the expiration or earlier termination of this Lease.

10.4 Tenant shall not conduct within the Premises any fire, auction, bankruptcy, "going-out-of-business," "lost-our-lease," "moving" or similar sale; nor shall Tenant operate within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second-hand" store, a "surplus" store or a store commonly referred to as a "discount house". The purpose for this restriction is the maintenance of a first-class shopping center image, not price regulation; therefore, Landlord agrees that items may be sold, and on occasion be advertised as being sold, at discounted prices as long as Tenant complies with all applicable laws and maintains an image consistent with a first-class shopping center.

10.5 Tenant acknowledges that the long term viability of the Shopping Center and its tenants is best served when tenants operate in ways that are mutually beneficial and, alternatively, can be damaged when the operations

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10.8 Tenant shall include the address and identity of its business activities in the Premises in all adve11isements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

10.9 Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Premises and otherwise comply with all applicable laws, ordinances and governmental regulations, and covenants and restrictions of record. In addition, if the nature of Tenant's business makes it advisable for Tenant to take any exh·a precautions (for example, in the case of a business which is affected by so-called "dramshop" laws, Tenant's compliance with all dramshop educational programs and procedures), Tenant shall take all such extra precautions. Without limiting the generality of the foregoing, and cumulative with Tenant's obligations pursuant to other provisions of this Lease (such as, without limitation, Section 10.3 and Section 29.1), Tenant further agrees as follows:

(a) Tenant shall not commence business operations in the Premises without having first obtained a Certificate of Occupancy from the appropriate governmental authority;

(b) Following delivery of the Premises by Landlord to Tenant pursuant to the terms of this Lease, Tenant shall be responsible for compliance with the federal Americans with Disabilities Act of 1990 ("ADA"), as the same may have been amended or may be amended from time to time, and all federal, state, county and municipal laws and regulations which relate in any way to the matters regulated by the ADA (collectively, the "ADA-based Laws"), including, without limitation, the configuration of the Premises (the interior as well as all public and/or employee door entrances) and Tenant's business operations at the Premises; moreover, if and to the extent that because of Tenant's construction and/or activities within the Premises, one or more of the ADA-based Laws require Landlord to alter and/or improve the Common Area, then Tenant shall reimburse Landlord for the cost of such alterations and improvements; and

(c) Tenant shall be responsible for compliance with all federal, state, county and municipal laws and regulations relating to health .and safety, including without limitation the federal Occupational Safety and Health Act of 1970 ("OSHA"), as the same may have been amended or may be amended from time to time, and any and all other federal, state, county, and municipal laws, ordinances, codes and regulations which relate in any way to the matters regulated by OSHA.

At Landlord's request, Tenant shall deliver to Landlord copies of all necessary permits and licenses and proof of Tenant's compliance with all such laws, ordinances, governmental regulations and extra precautions.

ARTICLE XI
MAINTENANCE AND REPAIR OF PREMISES

11.1 Landlord shall keep the foundation, the shuctural elements of all exterior walls (except plate glass; windows, doors and other exterior openings; window and door frames, molding, closure devices, locks and hardware; store fronts; lighting, "HVAC" (defined below), plumbing and other electrical, mechanical and electromotive installation equipment and fixtures; signs, placards, decorations or other advertising media of any type; and interior painting or other treatment of interior walls) and roof (subject to Section 7.4) of the Premises in good repair. Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires (including, but not limited to, roof leaks resulting from Tenant's installation, replacement or maintenance of air-conditioning equipment or any other roof penetration or placement); and the provisions of the previous sentence are expressly recognized to be subject to the provisions of ARTICLE XVIII and ARTICLE XIX. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give prompt written notice thereof to Landlord, and Landlord shall have a reasonable time after receipt by Landlord of such written notice in which to make such repairs.

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System"). Without limiting the generality of the immediately preceding sentence: (a) Tenant shall replace all filters in the HVAC system at least once every six weeks; (b) Tenant shall have the entire heating, ventilation and air-conditioning equipment inspected by a qualified or licensed HVAC contractor at least once a year; and (c) for any restaurant operation, Tenant shall have the Restaurant Exhaust System cleaned and inspected by a qualified specialist at least quarter-annually, with the invoke or report of same (the "RES Report") to be delivered to Landlord at least quarter-annually. The inspection specified in item (b) immediately above shall be completed between March !st and May 31st of each year, and Tenant shall provide Landlord a copy of the invoice or report (the "HVAC Inspection Report") from the inspecting company, giving evidence that the system has been inspected. If by June 15th of any calendar year during the Term Landlord has not received a copy of the HVAC Inspection Rep011 from Tenant, or if by the 15th day after any calendar quarter Landlord has not received a copy of the RES Report from any restaurant operation, and if such failure continues for more than 15 days after Landlord's written notice to Tenant advising Tenant of its failure in this regard, then Landlord shall have the right to have the applicable equipment inspected by a company to be selected by Landlord. Landlord shall bill Tenant for the cost of this inspection, which shall be paid within 10 days of receipt of Landlord's invoice. It is expressly understood and agreed by Tenant that in satisfying Tenant's responsibilities pursuant to this Section 11.3, Tenant must abide by all restrictions in this Lease regarding the roof of the Building, including but not limited to Section 7.2{d).

ARTICLE XII
ALTERATIONS

12.1 Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting, or otherwise defacing the Premises and other interior, non-strnctural cosmetic revisions or updates. Whenever Tenant proposes to do any constrnction work within the Premises, Tenant shall first furnish to Landlord plans and specifications in such detail as Landlord may request covering all such work, together with an identification of the contractor(s) whom Tenant plans to employ for the work. Upon any request by Tenant to make any alterations, additions or improvements to the Premises, Tenant shall pay Landlord's reasonable fee for processing such consent request and reviewing such plans and specifications, and, in the event those plans and specifications are approved, a fee for the purposes of Landlord's constrnction management and general oversight in an amount equal to five percent (5%) of the total estimated cost of such alterations, additions or improvements. In no event shall any construction work be commenced within the Premises without Landlord's written confirmation that it has no objection to Tenant's plans and specifications and contractor(s); nor shall any conshuction work be commenced unless and until Tenant has provided the evidence of insurance required under Section 16.2{d) below. Notwithstanding the rights accorded to Landlord pursuant to the immediately preceding sentences, Tenant acknowledges and agrees that Landlord's permission for Tenant to commence construction shall in no way constitute any representation or warranty by Landlord as to the adequacy or sufficiency of such plans and specifications, the improvements to which they relate or the capabilities of such conh·actors; instead, any such permission shall merely be the consent of Landlord as required hereunder. Without limiting the generality of the preceding sentences in this Section 12.1, Tenant acknowledges and agrees that any installation or replacement of Tenant's heating or air-conditioning equipment must be subject to such preceding sentences and must be effected strictly in accordance with Landlord's insh·uctions regarding same.

12.2 All construction work done by Tenant within the Premises (including, without limitation, Tenant's Work (defined in Exhibit "C")) shall be performed in a good and workmanlike manner, lien-free and in compliance with all governmental requirements (including, without limitation, Chapter 469 of the Texas Government Code and all regulations and standards related thereto (collectively, as the same may hereafter be supplemented, modified, amended, re-codified, and/or replaced, "Chapter 469")), and in such manner as to cause a minimum of interference ,vith other constrnction in progress and with the transaction of business in the Shopping Center. Without limiting the generality of the foregoing, Landlord shall have the right to require that such work be performed during hours when the Shopping Center is not open for business and in accordance with rules and regulations which Landlord may from time to time prescribe. Tenant agrees to indemnify and defend Landlord and hold Landlord harmless against any loss, claim, liability or damage resulting from such work or the performance thereof(including by Tenant, its contractors, and subcontractors,

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13.3 Use of the roof above the Premises is reserved to Landlord; however, Landlord agrees that it will not use the roof above the Premises for signage or other adve11ising displays without Tenant's consent.

ARTICLE XIV
SIGNS; STORE FRONTS

14.1 Tenant shall not, without Landlord's prior written consent, (a) make any changes to the store front, (b) install any exterior lighting, decorations, paintings, awnings, canopies or the like, (c) erect or install any signs, window or door lettering, placards, decorations, banners, portable signs or advertising media of any type which can be viewed from the exterior of the Premises (excepting only dignified displays of customary type for its display windows), or (d) install any bars, drapes, blinds, shades or other window or dooi· covering or treatment, or tint any windows or plate glass. All signs, lettering, placards, decorations and advertising media (including, without limitation, the fascia sign required by Section 14.2) shall confo1m in all respects to applicable laws and the sign criteria established by Landlord for the Shopping Center from time to time in the exercise of its sole discretion (Landlord's cmTent sign criteria is attached hereto as Exhibit "1-1" and Exhibit "1-2", and in the event of any conflict between Exhibit "1-1" and Exhibit "1-2", Exhibit "1-2" shall control), and shall be subject to Landlord's requirements as to construction, method of attachment, size, shape, height, lighting, color and general appearance. Landlord's approval of any of Tenant's signage shall not be constrned as any agreement, representation, or wananty by Landlord that such signage complies with applicable laws or restrictive covenants. All signs shall be kept in good condition and in proper operating order at all times.

14.2 Subject to the restrictions of Section 14.1, Tenant may install up to three (3) first-class fascia signs on the Premises at locations approved by Landlord, on or prior to the Commencement Date, and shall maintain such signs in a good, attractive condition during the entire Te1m. At the conclusion of the Term, unless othenvise directed by Landlord, Tenant will remove its signs, will close off ("cap") the electrical outlet(s) servicing such signs, will repair any damage to the Building which may have resulted from the installation or removal of the signs and will seal, clean or paint the Building in the manner directed by Landlord, in and around the area where the signs had been located. In addition and subject to the restrictions of Section 14.1, Tenant shall be pelTllitted to place up to two (2) signage panels on the designated pylon signs in the locations depicted on Exhibit "1-2". At the conclusion of the Term, unless otherwise directed by Landlord, Tenant will remove its panel and replace them with a blank white or colored panel as directed by Landlord.

14.3 Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs and exterior lighting under any canopy in front of the Premises lit from dusk until 11 :00 p.m., every day, including Sundays and holidays (or any other hours established by Landlord for the Shopping Center).

14.4 For any violation of this ARTICLE XIV which continues after Landlord has given Tenant at least 10 days' notice to cure same, Landlord shall have the right to assess Tenant with a $500.00 monthly charge in order to compensate Landlord for its administrative and other overhead expenses in connection with this ARTICLE XIV; and Tenant hereby acknowledges and agrees that any such charge shall be payable as additional Rental under this Lease, and shall be payable immediately on demand. In addition, Tenant further acknowledges and agrees that the charge provided in this Section 14.4 is cumulative with, and does not supersede or reduce in any way, Landlord's rights as specified in ARTICLE **XXill.**

ARTICLE XV
UTILITIES

15.1 Landlord agrees to cause to be provided to the Shopping Center the necessary mains, conduits and other facilities necessary to supply water, gas (if deemed appropriate by Landlord), electricity, telephone service and sewerage service to the Building.

15.2 The Premises shall be separately metered or sub-metered by Tenant at Tenant's sole cost and expense. Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other

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sometimes referred to as "all-risk" coverage (such as the form identified as CP 1O 30, and any successor form, published by Insurance Services Office, Inc.), with provisions and/or endorsements assuring both mold coverage and terrorism coverage, such insurance coverage (i) to be in the full amount of the replacement cost of all insured property, (ii) to include coverage for the loss of business income, in an amount not less than 75% of Tenant's estimated gtoss ammal income at the Premises, and (iii) to contain no deductible or self-insured retention in excess of$10,000.00; and

(b) commercial general liability insurance insuring both Landlord and Tenant against all claims, demands or actions for bodily injury, property damage, personal injury, and medical payments arising out ofor in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises, including environmental coverage and/or dramshop (i.e., alcohol sales) coverage if deemed appropriate by Landlord, with a limit ofnot less than $2,000,000.00 per occurrence (and no offset for occurrences on propel'y other than the Premises), and with coverage for contractual liability; and

(c) workers' compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workers' compensation laws of the State of Texas, together with employer's liability insurance in an amount not less than $1,000,000.00.

(cl) Before any Premises alteration(s) pursuant to Article XII, including, but not limited to, any initial improvements set forth in the Work Letter attached to this Lease as Exhibit "C", are undertaken, Tenant shall obtain, and shall provide Landlord with evidence of, special form builder's risk insurance for one hundred percent (100%) of the replacement cost, without deduction for depreciation, of (i) all work under conshuction; (ii) any damage to the Shopping Center resulting from the work; (iii) all materials, equipment, supplies, and temporary structures on the Premises used for performing the work; (iv) all materials, equipment, and supplies at other locations or in transit to the Premises that are intended to be used for performing the work; and (v) any loss of rentals in the Shopping Center due to the work, for a period of twelve (12) months. The builder's risk insurance shall be effective from the beginning of the performance of such work through the completion of the performance of the same.

16.3 All insurance procured and maintained by Tenant shall be written by insurance companies satisfactory to Landlord which are licensed to do business in the state in which the Shopping Center is located with a general policyholder's rating of not less than A and a financial rating of not less than Class VIII, as rated in the most current edition of Best's Key Rating Guide. With the exception of the insurance prescribed in Section 16.2(c), Landlord, Landlord's designated property manager, and Landlord's property manager shall be named as additional insureds under all insurance maintained by Tenant; moreover, Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days prior to cancellation of such insurance. Tenant's liability insurance policies must be endorsed to be primary (rather than excess) with respect to, and to seek no conh·ibution from, any other insurance available to each additional insured. The required insurance policies, or in the alternative duly executed certificates of insurance on ACORD Form 28, or any successor to such form [NOTE: ACORD Folm 28 can be modified to include liability coverage as well as property coverage; ACORD Form 25 will not be acceptable], shall be promptly delivered to Landlord, and renewals thereof as required shall be delivered to Landlord at least 30 days prior to the expiration of the respective policy. If Tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord on demand as additional Rental hereunder the premium cost thereof plus interest at the maximum contractual rate (but in no event to exceed 18% per annum) from the date of payment by Landlord until repaid by Tenant.

16.4 For any violation of this ARTICLE XVI which continues after Landlord has given Tenant at least 10 days' notice to cure same, Landlord shall have the right to assess Tenant with a $500.00 monthly charge in order to compensate Landlord for its adminish·ative and other overhead expenses in connection with this ARTICLE XVI; and Tenant hereby acknowledges and agrees that any such charge shall be payable as additional Rental under this Lease, and shall be payable immediately on demand. In addition, Tenant further acknowledges

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PARAGRAPH IS INDEPENDENT OF TENANT'S INSURANCE AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS. **IT IS THE-EXPRESS INTENTION OF BOTH LANDLORD AND TENANT THAT TENANT'S OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD AND LANDLORD'S AGENTS AND EMPLOYEES PURSUANT TO TIDS SECTION 17.2 SHALL APPLY TO LOSS, DAMAGE, AND INJURY CAUSED BY THE NEGLIGENCE (WHETHER CONTRIBUTORY OR OTHERWISE) OF LANDLORD OR LANDLORD'S AGENTS OR EMPLOYEES (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S AGENTS OR EMPLOYEES).**

17.3 Landlord and Tenant each hereby waives and releases the other from any and all liability or responsibility to the other, or to any other patty claiming through or under them by way of subrogation or otherwise, for any injury to or death of any person, any personal and advertising injury, or any loss or damage to property caused by any claim or a casualty which is insurable under either the special form of property coverage (sometimes referred to as "all-risk" or CP 10 30 coverage) or commercial general liability insurance; provided, however, that this mutual waiver and release shall be applicable only with respect to a loss, injury or damage occurring during the time when property or liability (as applicable) insurance policies, which are readily available in the marketplace, contain a clause or pennit an endorsement to the effect that any such release and waiver shall not adversely affect or impair the policy or the right of the insured party to receive proceeds under the policy; provided, further, that this release and waiver shall not be applicable to the potiion of any claim which is not reimbursed by the damaged party's insurer because of the "deductible" in the damaged party's insurance coverage. **THE RELEASE AND WAIVER IN THIS SECTION 17.3 APPLIES EVEN TO INJURY, LOSS, OR DAMAGE WHICH IS ATTRIBUTABLE TO THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE PARTY HEREBY RELEASED (AND WITH RESPECT TO LANDLORD, ITS PROPERTY MANAGER(S) OR ANYONE ELSE FOR WHOM LANDLORD MAY BE RESPONSIBLE); HOWEVER, TIDS RELEASE AND WAIVER SHALL NOT APPLY TO A PARTY'S WILLFUL WRONGDOING OR GROSS NEGLIGENCE.** The release and waiver specified in this Section 17.3 is cumulative with any releases or exculpations which may be in other provisions of this Lease.

17.4 The releases, waivers, and indemnities specified in this ARTICLE XVII are cumulative with any releases, waivers, indemnities, or exculpations which may be contained in other provisions of this Lease. The provisions of this ARTICLE XVII shall survive the expiration or earlier termination of this Lease.

ARTICLE XVIII
DAMAGES BY CASUALTY

18.1 Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire or other casualty.

18.2 In the event that the Premises shall be damaged or destroyed by fire or any other casualty insurable under special f01m (sometimes referred to as "all-risk") property insurance and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises. In the event (a) the Building is destroyed or substantially damaged by a casualty not covered by Landlord's insurance, (b) such Building is destroyed or rendered untenantable to an extent in excess of 50% of the first floor area by a casualty covered by Landlord's insurance, or (c) the holder of a mortgage, deed of trust or other lien on such Building at the tirrte of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part ofLandlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within 60 days after the occurrence of such casualty and if it elects to rebuild and repair, shall proceed to do so with reasonable diligence and at its sole cost and expense.

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subtenant shall not be deemed to constitute Landlord's consent to such assignment or sublease (in fact, Tenant acknowledges that the Rental payment process is such that Landlord will not likely even be aware of the party from whom Rentals are received). Landlord agrees that it will not. withhold consent in a wholly mu-easonable and arbitrary mam1er (as further explained in Section 30.4); however, in determining whether or not to grant its consent, Landlord shall be entitled to take into consideration factors such as the existing uses in the Shopping Center, existing use restrictions affecting the Shopping Center, Landlord's desired tenant mix, the experience, reputation and net worth of the proposed transferee, and the then cu1Tent market conditions (including market rentals). In addition, Landlord shall also be entitled to charge Tenant, and Tenant shall pay on demand, the greater of the following as a fee for Landlord's processing of Tenant's request for an assignment or sublease, regardless of whether or not Landlord grants its consent: (i) $500.00 and (ii) all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred in connection with Tenant's request. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings.

20.2 If Tenant is a corporation, parh1ership or other entity and if at any time during the Term the person or persons who own a majority of either the outstanding voting rights or the outstanding ownership interests of Tenant at the time of the execution of this Lease cease to own a majority of such voting rights, ownership interests or control (except as a result of transfers by devise or descent), the loss of a majority of such voting rights, ownership interests or control shall be deemed to be an assignment of this Lease by Tenant and, therefore, subject in all respects to the provisions of Section 20.1. The previous sentence shall not apply, however, if at the time of the execution of this Lease, Tenant is a corporation and the outstanding voting shares of capital stock of Tenant are listed on a recognized security exchange or over-the-counter market.

20.3 Any assignee or sublessee of an interest in and to this Lease shall be deemed, by acceptance of such assignment or sublease or by taking achial or constructive possession of all or any portion of the Premises, to have assumed all of the obligations set forth in or arising under this Lease. Such assumption shall be effective as of the earlier of the date of such assignment or sublease or the date on which the assignee or sublessee obtains possession of all or any portion of the Premises; however, with specific regard to any assignment, the assignee shall be responsible for all unsatisfied obligations of Tenant under this Lease, regardless of when such obligation arose and when such assumption became effective.

20.4 Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the Rentals herein specified and for compliance with all of its other obligations under this Lease (even if fuhire assignments and sublettings occur subsequent to the assignment or subletting by Tenant, and regardless of whether or not Tenant's approval has been obtained for such fuhire assignments and sublettings). Moreover, in the event that the rental due and payable by a sublessee (or a combination of the rental payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the Rental payable under this Lease, or if with respect to a pennitted assignment, permitted license or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee or other transferee exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord all such excess rental and other excess consideration within 10 days following receipt thereof by Tenant from such sub lessee, assignee, licensee or other transferee, as the case may be. Finally, in the event of an assignment or subletting, it is understood and agreed that all rentals paid to Tenant by an assignee or sublessee shall be received by Tenant in trnst for Landlord, to be forwarded immediately to Landlord without offset or reduction of any kind; and upon election by Landlord such rentals shall be paid directly to Landlord as specified in ARTICLE IV (to be applied as a credit and offset to Tenant's rental obligation).

20.5 Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Premises.

20.6 In the event of the trnnsfer and assignment by Landlord of its interest in this Lease and in the Building to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor of the Landlord for performance of such obligations. In addition, as described more fully in Section 28.3, any Security Deposit given by Tenant to secure perfonnance of Tenant's obligations hereunder may be assigned and transferred

event Tenant is a corporation or other entity, if any officer or director thereof or shareholder or other owner owning more than 10% of the outstanding stock or other ownership thereof, or any parent, subsidiary or related or affiliated corporation) either directly or indirectly commences operation of any store selling or otherwise sells or offers for sale any merchandise or services of the type to be sold by Tenant in the Premises as provided in Section 1.Hr) or similar or related items, or in any manner competes with the business provided herein to be conducted by Tenant at the Premises, within a straight-line radius of three (3) miles of the Shopping Center ("Commercial Proximity"), which Tenant acknowledges is a reasonable area for the purpose of this provision, then in such event, the Rentals payable by Tenant hereunder shall be adjusted as follows:

(a) thereafter the Minimum Guaranteed Rental shall be 110% of the amount stipulated in Section 1.1(m); and

The above adjustment in Rental reflects the estimate of the parties as to the damages which Landlord would be likely to incur by reason of the diversion of business and customer traffic from the Premises and Shopping Center to such other store within such radius, as the proximate result of the establishment of such other store. This provision shall not apply to any existing store presently being operated by Tenant as of the date hereof, provided there is no increase in the size, change in merchandise mix or trade name of such commercial establishment. Finally, Tenant agrees that Landlord may waive, for any reason whatsoever, any or all rights granted to Landlord pmsuant to this Section 22.1 and may sever this section from the remainder of this Lease (thereby keeping the remainder of this Lease unmodified and in full force and effect).

ARTICLE XXIII
DEFAULT BY TENANT AND REMEDIES

23.1 The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of Rental or any other obligation under this Lease involving the payment of money and such failure shall continue for a period of five (5) days after written notice thereof to Tenant; provided, however, that if during the immediately preceding twelve (12) month period Landlord has already given Tenant a written notice of Tenant's failure to pay an installment of Rental, no notice shall be required for a Rental delinquency to become an event of default (i.e., the event of default will automatically occur on the sixth day after the date upon which the Rental becomes due).

(b) Tenant shall fail to comply with any provIsIon of this Lease, other than as described in Section 23.1(a), and either shall not cure such failure within thirty (30) days after written notice thereof (unless such failure is not susceptible to cure within such thirty (30) day period; provided, however, Tenant shall commence curative action within such thhty (30) day period after written notice and shall completely cure such failure within a reasonable time thereafter) to Tenant, or shall cure that particular failure but shall again fail to comply with the same provision of this Lease within six (6) months after Landlord's written notice. Nothing in this Section 23.Hb) shall be deemed to grant any cure period for any event described in any other Subsection of this Section 23.1 (for example, Tenant shall not be entitled to any cure period for a default under Section 23.1(e)).

(c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, an order for relief is entered against Tenant or any guarantor under the federal Bankruptcy Code, or Tenant or any guarantor of Tenant's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease.

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Landlord expressly notifies Tenant of such acceptance in writing pursuant to this Section 23.2{b), Tenant hereby agreeing to pay to Landlord on demand any deficiency that may arise between the monthly Rentals and other charges provided in this Lease and that actually collected by Landlord. It is further agreed in this regard that in the event of any default described in Section 23.l(b), Landlord shall have the right to enter upon the Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action. Finally, it is agreed that in the event of any default described in Section 23. l(i), Landlord may pay or bond around such lien, whether or not contested by Tenant; and in such event Tenant agrees to reimburse Landlord on demand for all costs and expenses incurred in connection with any such action, with Tenant further agreeing that Landlord shall in no event be liable for any damages or claims resulting from such action.

(c) Without any further notice or demand whatsoever, Landlord may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any palt of the Premises, by force, if necessary (except to the extent prohibited by Texas law), without being liable for prosecution or any claim for damages for such action. Such expulsion and removal by Landlord cannot be deemed a te1mination or forfeiture of this Lease or acceptance of Tenant's surrender of the Premises unless Landlord expressly notifies Tenant in writing that Landlord is terminating or forfeiting this Lease or accepting Tenant's surrender of the Premises. If Landlord expels or removes Tenant and any other person from the Premises without terminating or forfeiting this Lease or accepting surrender of the Premises, Landlord shall attempt in good faith to relet the Premises; provided, however, that Landlord's obligations as to reletting activities shall be subject to Section 23.4. Until Landlord is able, through such efforts, to relet the Premises, Tenant must pay to Landlord, on or before the first day of each calendar month, in advance, the monthly Rentals and other charges provided in this Lease. At such time, if any, as Landlord relets the Premises, Tenant must pay to Landlord on the 20th day of each calendar month the difference between the monthly Rentals and other charges provided in this Lease for such calendar month and the amount actually collected by Landlord for such month from the occupant to whom Landlord has relet the Premises. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord has the right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit cannot prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies.

(d) Landlord may terminate this Lease by written notice to Tenant, in which event Landlord shall have the right to enter upon the Premises, and Tenant shall immediately surrender the Premises to Landlord; and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rentals (including any late charge or interest which may have accrued pursuant to Section 9.3), enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said premises or any pmt thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor. Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of any termination effected pursuant to this Section 23.2{d), said loss and damage to be determined by either of the following alternative measures of damages:

(i) Until Landlord is able, through good faith efforts (i.e., subject to Section 23.4), to relet the Premises under terms satisfactory to Landlord, Tenant shall pay to Landlord on or before the first day of each calendar month, the monthly Rentals and other charges provided in this Lease. If and after the Premises has been relet by Landlord, Tenant shall pay to Landlord on the 20th day of each calendar month the difference between the monthly Rentals and other charges provided in this Lease for such calendar month and that actually

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lease with the proposed replacement tenant and in such instance will not be deemed to be acting as Tenant's agent. Landlord agrees that the rentals and other collections which Landlord may actually receive from a substitute tenant of the Premises, to the extent that any such rentals and/or other collections are attributable to any particular time period within the Term (and after reduction for all expenses incurred by Landlord in connection with such substitute tenant), will be credited against Tenant's obligations for the same time period; however, Tenant understands and agrees that it will not be entitled to any additional credit (for example, if Landlord receives amounts during a pal1icular time period in excess of Tenant's obligations for the same time period, Landlord will not be required to credit such excess against Tenant's obligations for any other time period).

23.5 It is further agreed that, in addition to payments required pursuant to Section 23.2(b), Sections 23.2(c). and Section 23.2(d). Tenant shall compensate Landlord for all expenses incmTed by Landlord in repossession (including, among other expenses, any increase in insurance premiums caused by the vacancy of the Premises), all expenses incurred by Landlord in reletting (including, among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new tenant upon reletting (including, among other concessions, renewal options), all losses incurred by Landlord as a direct or indirect result of Tenant's default (including, among other losses, any adverse reaction by Landlord's mortgagee or by other tenants or potential tenants of the Shopping Center) and a reasonable allowance for Landlord's administrative eff01ls, salaries and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided herein and under applicable law.

23.6 Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of Landlord hereunder shall be deemed cumulative and not exclusive of each other.

23.7 If on account of any breach or default by Tenant in its obligations hereunder, Landlord shall employ an attorney to represent, enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorneys' fees incurred by Landlord in connection therewith.

23.8 In the event of a default under Section 23.l(a) or in the event that any one or more provisions of this ARTICLE XXIII or ARTICLE XXV authorizes Landlord to enter the Premises, Landlord is entitled and is hereby authorized, without any notice to Tenant, to enter upon the Premises by use of a duplicate key, a master key, a locksmith's entry procedures or any other means not involving personal confrontation, and to alter or change the door locks and/or other security devices on all entry doors of the Premises, thereby depriving Tenant access to the Premises. In such event, Landlord shall not be obligated to place any written notice on the Premises explaining Landlord's action, nor shall Landlord be obligated to make the key available to Tenant during Tenant's business hours. If the Term has expired or if Landlord has either (i) terminated this Lease pursuant to Section 23.2(d) or (ii) terminated Tenant's right of possession of the Premises pursuant to Section 23.2(c), then in any such event Landlord shall have no duty whatsoever to make the key available to Tenant. If the Term has not expired and Landlord has not terminated this Lease or Tenant's right of possession of the Premises, but if a reason for Landlord's action is the failure of Tenant to pay any one or more Rentals when due pursuant to this Lease, then Landlord shall not be required to provide the new key (if any) to Tenant until and unless all Rental defaults of Tenant have been fully cured and Tenant delivers to Landlord a sum of money determined by Landlord in its sole discretion which shall be added to and become a part of the Security Deposit of Tenant hereunder. Tenant agrees that this provision of this Lease will supersede and control any conflicting provisions of Sections 93.002 and 93.003 of the Texas Property Code, as well as any successor statute governing the right of a landlord to change the door locks of a commercial tenant.

23.9 Tenant acknowledges its obligation to deposit with Landlord the sum stated in Section 1.l(g). to be held by Landlord for the performance by Tenant of Tenant's covenants and obligations under this Lease. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of Rentals and any other damage, injury, expense or liability caused to Landlord by such event of

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payments of Rent, and the parties agree (i) that Tenant's obligations under this Lease are independent of Landlord's obligations and (ii) that to the maximum extent permitted under applicable law, Tenant waives all rights that it might otherwise have to withhold Rent. Except as otherwise expressly provided in this Lease, Tenant irrevocably waives all rights at law or in equity to terminate or rescind this Lease for Landlord's breach, and TENANT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH SHALL BE A SUIT FOR DAMAGES LIMITED TO TENANT'S DIRECT, OUT-OF-POCKET LOSSES. IN NO EVENT SHALL ANY LANDLORD PARTY BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES. No Landlord Party shall be liable under any circumstances for injury or damage to, or interference with, Tenant's business. Before exercising any remedy for a Landlord Default or Landlord's breach of any obligation or covenant under this Lease, Tenant shall give each of Landlord's Mortgagees written notice specifying Landlord's breach and at least thirty (30) days to cure that breach. Tenant acknowledges and agrees that the remedy provided by this Section 23.12 is Tenant's sole and exclusive remedy in the event of a Landlord Default, and Tenant irrevocably and unconditionally waives any and all other remedies, at law or in equity, including, without limitation, any action seeking specific performance, injunctive, or other equitable relief, and any action that would or could create a lien on all or any portion of the Shopping Center. The Landlord Parties' total obligations and liability to any Tenant Party under this Lease are limited solely to Landlord's equity interest in the Shopping Center, but not more than twenty percent (20%) of the value of the Shopping Center (as the Shopping Center's value is reasonably determined by Landlord); but in no event shall this liability amount include any sales or insurance proceeds received by any Landlord Party in c01mection with the Shopping Center. Further, no Landlord Party, nor any officer, director, shareholder, or parh1er of or in any Landlord Party, shall have or incur any personal liability whatsoever with respect to this Lease. The limitations of liability provided in this Section 23.12 are in addition to, and not in limitation of, any limitation on liability applicable to Landlord provided by law or in any other contract, agreement, or instrument or in any other term or provision of this Lease.

ARTICLE XXIV
LANDLORD'S CONTRACTUAL SECURITY INTEREST

24.1 In addition to the statutory landlord's lien, Landlord shall have at all times a valid security interest to secure payment of all Rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant which is presently or may hereafter be situated on the Premises, and all proceeds therefrom, and such property shall not be removed without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord or to become due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the mallller prescribed in this Lease at least five days before the date of sale. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if (a) the sale is held in one of the following locations (the choice of which location to be in Landlord's sole discretion): (i) in an office of Landlord's management company located within the State of Texas, (ii) in the Premises, or (iii) elsewhere in the Shopping Center; and (b) before the sale is held, the time, place of sale and a general description of the type(s) of prope1ty to be sold have been advertised in a daily newspaper published in the county in which the sale is to be held, for five consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses com1ected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and legal expenses), shall be applied as a credit

all other losses, costs and expenses, including reasonable attorneys' fees, incuned by reason of such holding over by Tenant. Tenant's obligations under the preceding sentence shall survive the expiration or earlier termination of this Lease. Tenant further agrees that during any period when Tenant's status is as a tenant at sufferance pursuant to this Section 26.1, Landlord may utilize any of the remedies available at law and under this Lease; and in this regard Tenant agrees that one of Landlord's rights shall be to enter upon the Premises, without any notice to Tenant, by use of a duplicate key, a master key, a locksmith's entry procedures or any other means not involving personal confrontation, and to alter or change the door locks and/or other security devices on all entry doors of the Premises, thereby depriving Tenant access to the Premises.

ARTICLE XXVII
NOTICES

27.1 Wherever any notice is required or permitted under this Lease, such notice shall be in writing. Any notice or document required or permitted to be delivered under this Lease shall be deemed to be delivered when it is actually received by the designated addressee or, if earlier and regardless of whether actually received or not, when it is either (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (ii) delivered to the custody of a reputable messenger service or overnight courier service, addressed to the applicable party to whom it is being delivered at the respective address for such party as is set out in Section 1.1 (or for deliveries to Tenant, and at Landlord's option, to Tenant at the Premises), or at such other address as such applicable party may have theretofore specified to the delivering party by written notice.

27.2 If and when included within the term "Landlord" as used in this Lease there be more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to the Landlord; if and when included within the term "Tenant" as used in this Lease there be more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices and payments given in accordance with the provisions of this ARTICLE **XXVII** to the same effect as if each had received such notice or payment. In addition, Tenant agrees that notices to Tenant may be given by Landlord's attorney, property manager or other agent.

ARTICLE XXVIII
SECURITY DEPOSIT

28.1 The Security Deposit prescribed in Section 1.1(g) shall be held by Landlord without liability for interest and as security for the perfom1ance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the security deposit shall not be considered an advance payment of Rental or a measure of Landlord's damages in case of default by Tenant. Landlord may commingle the Security Deposit with Landlord's other funds. As prescribed in Section 23.9, Landlord may, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any Rental delinquencies or to satisfy any other covenant or obligation of Tenant hereunder; and following any such application of The Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount.

28.2 Within 30 days after Tenant (i) has surrendered the Premises to Landlord (which, Landlord and Tenant agree, includes turning over to Landlord's representative all keys to the Premises), and (ii) has provided Landlord with a forwarding address, Landlord shall return to Tenant the p01lion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by the terms of this Lease and applicable law. Tenant acknowledges and agrees that if Tenant has breached this Lease before or during Tenant's smTendering the Premises to Landlord, then Landlord shall be entitled to deduct from the Security Deposit being returned to Tenant (if any) all damages and losses that Landlord has suffered or that :Landlord reasonably estimates that it will suffer as a result of such breach of this Lease by Tenant.

STATUTORY LIEN CONFERRED BY SECTION 91.004 OF THE TEXAS PROPERTY CODE OR ANY SUCCESSOR STATUTE.

30.4 Except with respect to those provisions in this Lease in which a party is entitled to grant or deny a consent in its sole discretion, in all circumstances under this Lease where the prior consent of one party (the "consenting party"), whether it be Landlord or Tenant, is required before the other party (the "requesting party") is authorized to take any particular type of action, such consent shall not be withheld in a wholly unreasonable and arbitrary manner; however, the requesting party agrees that its exclusive remedy if it believes that consent has been withheld improperly (including, but not limited to, consent required from Landlord pursuant to Section 10.2 or Section 20.1) shall be to institute litigation either for a declaratory judgment or for a mandatory injunction requiring that such consent be given (with the requesting party hereby waiving any claim for damages, attorneys' fees or any other remedy unless the consenting party refuses to comply with a coml order or judgment requiring it to grant its consent).

30.5 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

30.6 Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, Landlord and Tenant shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shollages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord, except that Tenant shall remain liable for, and no such force majeure event shall in any manner delay any, monetary obligations of Tenant arising under this Lease, including but not limited to the payment of Rentals.

30.7 [Intentionally Removed].

30.8 This Lease is subject to all matters of record in the Real Property Records of Guadalupe County, Texas, including without limitation that cellain Phase I REOA, together with the Regulations, collectively, the "Permitted Exceptions"). By execution of this Lease, Tenant consents to all plats and replats of the Shopping Center, if any. This Lease is subject to all terms and conditions of the Phase I REOA, which Phase I REOA governs and restricts the Shopping Center and is a permitted encumbrance affecting same. Tenant understands and agrees that this Lease is subject to the Phase I REOA and Tenant understands and agrees that Tenant is required to comply with the Phase I REOA's terms and conditions, as may be amended from time to time. Any breach of the Phase I REOA by Tenant shall be deemed to be an event of default as described in Section 23.1 of this Lease.

30.9 No present or future officer, director, employee, trnstee, member, beneficiary, investment advisor, or agent of Landlord shall have any personal liability, directly or indirectly, and recourse shall not be had against any such officer, director, employee, hllstee, member, beneficialy, investment advisor, or agent, under or in connection with this Lease or any other document or insh·ument heretofore or hereafter executed in comlection with this Lease. Tenant hereby waives and releases any and all such personal liability and recourse. The limitations of liability provided in this paragraph are in addition to, and not in limitation of, any limitation on liability applicable to Landlord provided by law or in any other contract, agreement, or instrnment or in any other term or provision of this Lease.

30.10 If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

30.11 Intentionally Deleted

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30.20 Except as provided herein, Tenant's obligations hereunder shall not survive the expiration or earlier termination of this Lease. Time is of the essence in each and every provision regarding Tenant's performance under this Lease.

30.21 Tenant shall hold the terms of this Lease in strict confidence, and will not disclose same to any person other than to (i) Tenant's directors, officers, employees, and partners, and (ii) those brokers, consultants, lenders, or other third parties working with Tenant in connection with this Lease and who need to know such information for the purpose of consummating this transaction and who agree in writing to the terms of this Section. This confidentiality obligation will not be applicable to disclosure of information required by applicable law. Tenant acknowledges and stipulates that Landlord may suffer irreparable harm in the event of a breach of this confidentiality agreement, for which Landlord has no adequate remedy at law. Therefore, in addition to all other remedies available pursuant to the terms of this Lease or al law, Landlord shall have the right to obtain imm.ediate injunctive or other equitable relief upon a breach of this confidentiality agreement by Tenant, without the necessity of giving any notice of such default or opportunity to cure the same.

30.22 TO THE EXTENT ALLOWED BY APPLICABLE LAW TENANT HEREBY WAIVES FOR ITSELF AND ALL THOSE CLAIMING UNDER IT, ANY RIGHTS WHICH IT MAY HAVE UNDER ANY PRESENT OR FUTURE CONSTITUTION, STATUTE OR RULE OF LAW: (A) TO REDEEM THE PREMISES AFTER TERMINATION OF TENANT'S RIGHT OF OCCUPANCY BY ORDER OR JUDGMENT OF ANY COURT OR BY ANY LEGAL PROCESS OR WRIT; (B) WHICH EXEMPTS PROPERTY FROM LIABILITY FOR DEBT OR FOR DISTRESS FOR RENT; (C) WHICH ENTITLES TENANT TO NOTICE OR HEARING PRIOR TO LANDLORD OBTAINING ANY PREJUDGMENT REMEDY; AND (D) WHICH ENTITLES TENANT TO RECEIVE ANY PRIOR NOTICE TO QUIT AS A CONDITION PRECEDENT TO LANDLORD'S FILING OF A COMPLAINT AND SUMMONS FOR IMMEDIATE POSSESSION OR OCCUPANCY OF THE PREMISES.

30.23 PURSUANT TO, AND TO THE EXTENT PERMITTED BY SECTION 17.42 OF THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT (TEX. BUS. & COM. CODE ANN. §17.41 ET. SEQ.), TENANT HEREBY WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS, AND AGREES THAT SUCH ACT SHALL HAVE NO APPLICABILITY TO THIS LEASE. AFTER CONSULTATION WITH AN ATTORNEY OF TENANT'S OWN SELECTION, TENANT VOLUNTARILY CONSENTS TO THE FOREGOING WAIVER.

30.24 TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIYER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

30.25 This Lease consists of 30 articles and Exhibits "A" through "K". With the exception of ARTICLE VII, in the event any provision of an exhibit or other attached page shall be inconsistent with a provision in the body of this Lease, the provision as set forth in the exhibit or other attached page shall be deemed to control. This Lease may be executed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. In proving this Lease, a party need not produce every counterpart.

The submission by Landlord of this instrument to Tenant for examination, negotiation or signature does not constitute an option for, or a representation by Landlord regarding, a prospective lease. This Lease shall be effective if and when (and only if and when) it has been executed by both Landlord and Tenant.

REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE(S) FOLLOWS.

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LANDLORD:

CROMWELL STREET, LLC,
a Texas limited liability company

By: **FASKEN MANAGEMENT, LLC,**
a Texas limited liability company,
its Manager

By: [signature]
Name: [illegible]
Title: senior vice President

Effective Date of Signature: June 1, 2025

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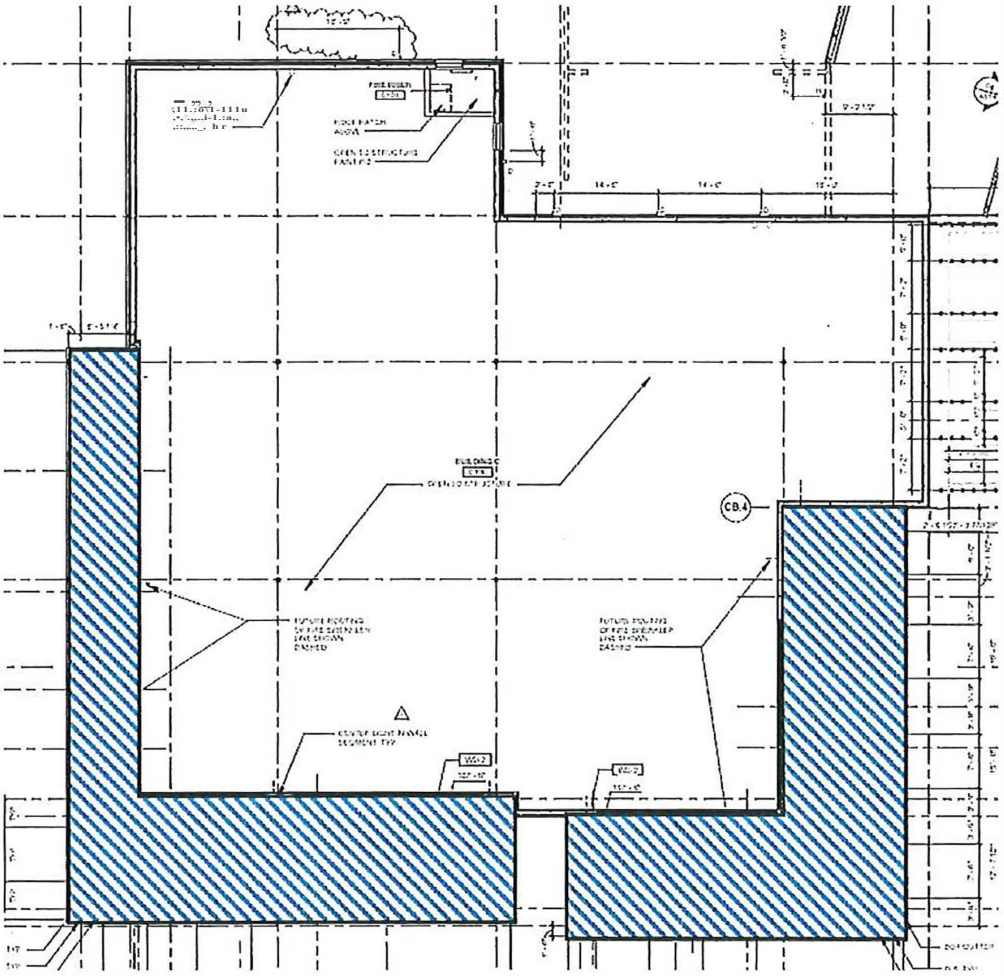
PATIO AREA



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COMMUNITY EVENTS AREA

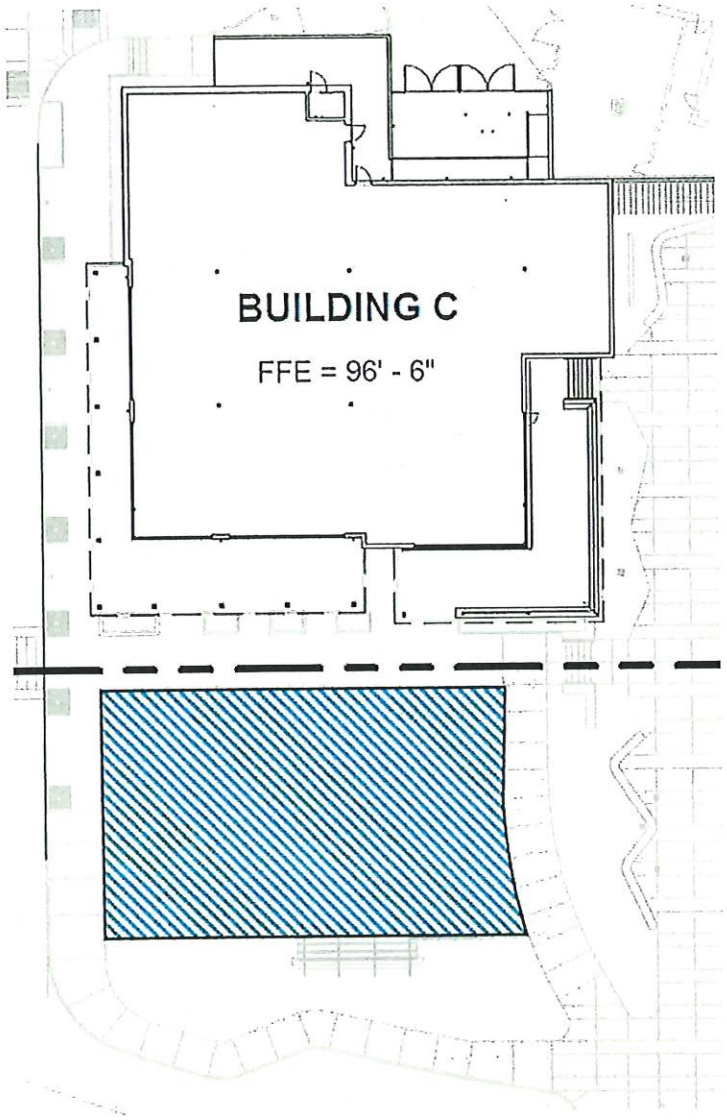

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EXHIBIT C

WORK LETTER

BASIC WORK LETTER INFORMATION

1. Improvement Allowance: $774.180.00

2. Tenant's Representative: Andrew Glick

3. Landlord's Representative Arthur Zuniga

This Work Letter shall set forth the terms and conditions relating to the construction of the Premises. This Work Letter is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Work Letter to Articles or Sections of the "Lease" shall mean the relevant portions of the Lease to which this Work Letter is attached as Exhibit C, and all references in this Work Letter to Sections of "this Work Letter" shall mean the relevant portions of this Work Letter. All capitalized terms in this Work Letter that are not defined in this Work Letter shall have the meanings given them in the Lease.

SECTION 1

LANDLORD'S INITIAL CONSTRUCTION IN THE PREMISES

1.1 Landlord shall deliver , at its sole cost and expense, the base, shell, and core of the Premises and the Building, and shall deliver the same to Tenant in "cold, dark, shell" condition, i.e., without finished interior, and lacking heating, ventilating, air conditioning, lighting, plumbing, ceilings, and interior walls (collectively, the "**Base, Shell, and Core**"). Prior to delivery of possession of the Premises to Tenant, Landlord shall also install a grease trap and a standard door in the rear of the Premises and a standard front door, subject to reimbursement for such doors by Tenant (which reimbursement to landlord shall be in addition to, and not part of, the Improvement Allowance). Landlord's work to be performed pursuant to this Section 1.1. are collectively "**Landlord's Work**".

SECTION 2

IMPROVEMENTS

2.1 Improvement Allowance. Tenant shall be entitled to a one-time improvement allowance (the "**Improvement Allowance**") in the amount set forth in Paragraph 1 of the Basic Work Letter Information for the costs relating to the initial design and construction of the improvements that shall be permanently affixed to the Premises (the "**Lease Improvements**"). In addition to the Improvement Allowance, Landlord shall also reimburse Tenant, in an amount not to exceed Eighty-four Thousand Dollars ($84,000.00) for (i) concrete pour back for the plumbing leave out within the Premises and (ii) one standard glass entry door, which shall both be installed by Tenant. Other than Landlord's obligation to disburse the Improvement Allowance pursuant to this Work Letter and as otherwise stated herein, Tenant shall be responsible for all costs relating to the design and construction of the Lease Improvements, and in no event shall Landlord be obligated to make disbursements pursuant to this Work Letter in a total amount that exceeds the Improvement Allowance. Tenant shall not be entitled to any credit for any unused portion of the Improvement Allowance.

2.2 Disbursement of the Improvement Allowance. Except as otherwise set forth in this Work Letter, the Improvement Allowance shall be disbursed by Landlord (each of which disbursement shall be made pursuant to Landlord's disbursement process) only for the following items and costs (collectively, the "**Improvement Allowance Items**"):

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the Engineers hereunder shall be known collectively as the "**Construction Drawings**." Notwithstanding that Landlord has approved the Architect and Engineers to prepare the Construction Drawings, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings.

3.2 Final Space Plan. Tenant and the Architect shall prepare the final space plan for Lease Improvements in the Premises (collectively, the "**Final Space Plan**"), which Final Space Plan shall include a layout and designation of all offices, rooms, and other partitioning, their intended use, and equipment to be contained therein, and shall deliver the Final Space Plan to Landlord for Landlord's approval or disapproval, which approval or disapproval shall be delivered by Landlord to Tenant no later than five (5) days after Landlord's receipt of such Final Space Plan. If Landlord disapproves of any portion of the Final Space Plan, the parties shall meet, within five (5) days after Landlord's disapproval, to agree upon revisions to be made to the Final Space Plan to meet the satisfaction of Landlord. The Architect shall then revise the Final Space Plan to the form agreed upon in such meeting, and Landlord shall then approve or disapprove the revised Final Space Plan no later than two (2) days after Landlord's receipt of such revised Final Space Plan. If Landlord shall again disapprove the revised Final Space Plan, the parties will revise and review the Final Space Plan again in accordance with the procedure set forth above until Landlord's approval is obtained.

3.3 Final Working Drawings. Tenant, the Architect, and the Engineers shall complete the architectural and engineering drawings for the Premises, and the Architect shall compile a fully coordinated set of architectural, structural, mechanical, electrical, and plumbing working drawings in a form that is sufficient to enable subcontractors to bid on the work and to obtain all applicable permits (collectively, the "**Final Working Drawings**") and shall submit the same to Landlord for Landlord's approval or disapproval, which approval or disapproval shall be delivered by Landlord to Tenant no later than five (5) days after Landlord's receipt of such Final Working Drawings. If Landlord disapproves of any portion of the Final Working Drawings, the parties shall meet, within five (5) days after Landlord's disapproval, to agree upon revisions to be made to the Final Working Drawings to meet the satisfaction of Landlord. The Architect shall then revise the Final Working Drawings to the form agreed upon in such meeting. Landlord shall then approve or disapprove the revised Final Working Drawings no later than two (2) days after Landlord's receipt of such revised Final Working Drawings. If Landlord shall again disapprove the revised Final Working Drawings, the parties will revise and review the Final Working Drawings again in accordance with the procedure set forth above until Landlord's approval is obtained.

3.4 Approved Working Drawings. Tenant shall submit the Final Working Drawings approved by Landlord and Tenant (the "**Approved Working Drawings**") to the appropriate governmental entities for all applicable building permits necessary to allow Contractor, as that term is defined in Section 4.1 of this Work Letter, to commence and fully complete the construction of the Lease Improvements (the "**Permits**"). If Tenant desires any change, modification, or alteration to the Approved Working Drawings, Tenant must first obtain the prior written consent of Landlord, provided that Landlord may withhold its consent, in its sole discretion, to any change in the Approved Working Drawings, if such change would directly or indirectly delay the Substantial Completion of the Premises. Prior to commencing any change requested by Tenant to the Approved Working Drawings, Tenant shall prepare and deliver to Landlord, for Landlord's approval, a change order (the "**Change Order**") setting forth the additional time required to perform the change and the total cost of such change, which shall include associated architectural, engineering, and Contractor's fees. If Landlord fails to approve such Change Order in writing within two (2) business days after such delivery by Tenant, Landlord shall be deemed to have disapproved the Change Order, and Tenant shall not proceed to perform the change.

3.5 Time Deadlines. Tenant shall cooperate with (i) the Architect, the Engineers, and Landlord to complete all phases of the Construction Drawings and the permitting process, and (ii) the Contractors, for approval of the "Cost Proposal," as that term is defined in Section 4.2, below, in accordance with the dates set forth herein. Tenant shall meet with Landlord on a weekly basis to discuss Tenant's progress in connection with the same. The applicable dates for approval of items, plans, and drawings and the selection of the Contractors as described in this Work Letter are referred to herein as the "**Time Deadlines**." Tenant agrees to comply with the Time Deadlines.

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5.2.7 Changes to the Base, Shell, and Core required by the Approved Working Drawings; or

5.2.8 Any other acts or omissions of Tenant or its agents or employees;

then, notwithstanding anything to the contrary set forth in this Lease and regardless of the actual date of the Substantial Completion of the Premises, the date of Substantial Completion (for purposes of determining the Lease Commencement Date) shall be deemed to be the date on which Substantial Completion of the Premises would have occurred if no Tenant Delays, as set forth above, had occurred.

SECTION 6

MISCELLANEOUS

6.1 Tenant's Entry Into the Premises Prior to the Lease Commencement Date. Tenant shall be allowed access to the Premises prior to the Substantial Completion date for the purpose of supervising and facilitating the Lease Improvements and installing Tenant's data and telephone equipment and cabling in the Premises. Tenant shall hold Landlord harmless from and indemnify, protect, and defend Landlord against any loss or damage to the Building or Premises and against injury to any persons caused by Tenant's actions pursuant to this Section 6.1.

6.2 Tenant's Representative. Tenant has designated Tenant's Representative, as set forth in Paragraph 2 of the Basic Work Letter Information, as its sole representative with respect to the matters set forth in this Work Letter, who shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter.

6.3 Landlord's Representative. Landlord has designated Landlord's Representative, as set forth in Paragraph 3 of the Basic Work Letter Information, as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter.

6.4 Time of the Essence in This Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. In all instances where Tenant is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, at Landlord's sole option, at the end of said period the item shall automatically be deemed approved or delivered by Tenant and the next succeeding time period shall commence.

6.5 Tenant's Lease Default. Notwithstanding any provision to the contrary contained in this Lease, if an event of default as described in Section 23.1 of the Lease or this Work Letter has occurred at any time on or before the Substantial Completion of the Premises, then (i) in addition to all other rights and remedies granted to Landlord pursuant to this Lease, Landlord shall have the right to withhold payment of all or any portion of the Improvement Allowance, and/or Landlord may cause the Contractors to cease the construction of the Premises (in which case Tenant shall be responsible for any delay in the Substantial Completion of the Premises caused by such work stoppage as set forth in Section 5.2 of this Work Letter), and (ii) all other obligations of Landlord under the terms of this Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of this Lease.

6.6 Tenant's Agents. All of Tenant's agents, contractors, and subcontractors performing work in, or in connection with, the Premises (collectively, "**Tenant's Agents**"), shall be subject to Landlord's reasonable approval and, if deemed necessary by Landlord to maintain harmony among other labor at the Real Property or if required by law or any agreement to which Landlord is bound, shall be union labor.

6.7 Indemnification and Waiver. The indemnification and waiver provisions in Article 17 of the Lease shall apply to this Work Letter.

6.8 Applicability. This Work Letter shall not be deemed applicable to: (i) any additional space added to the original Premises at any time, whether by the exercise of any options under the Lease or otherwise, or (ii) any portion of the original Premises or any additions thereto in the event of a renewal or extension of the original Lease Term, whether by the exercise of any options under the Lease or any amendment or supplement thereto. The

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EXHIBIT D

GUARANTY

In order to induce Cromwell Street, LLC, a Texas limited liability company ("Landlord"), to execute the foregoing Shopping Center Lease (the "Lease") with MLTX2 , LLC, a Texas limited liability company ("Tenant"), for a certain Premises in Cibolo Crossing Shopping Center, Cibolo, Guadalupe County, Texas, the undersigned (whether one or more than one) has guaranteed, and by this instrument does hereby guarantee, for $10.00 and other good and valuable consideration, the payment and performance of all liabilities, obligations and duties (including, but not limited to, payment of rent) imposed upon Tenant under the terms of the Lease, as if the undersigned has executed the Lease as Tenant thereunder. The undersigned Guarantor's obligations under this Guaranty shall fully and completely terminate upon the expiration of the thirty-sixth (36th) month of the Lease ("Termination Date") as long as Tenant is not then in default under the Lease. Upon the Termination Date, there shall be no further action by Landlord, Tenant or the undersigned in order for the undersigned's obligations under this Guaranty to fully terminate.

The undersigned hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Tenant under the Lease, and waives diligence, presentment and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby.

The undersigned further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against the undersigned. Suit may be brought and maintained against the undersigned by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of the undersigned shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord or agreed upon by Landlord and Tenant, and shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of Tenant or its estate in bankruptcy, or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the federal Bankruptcy Code, or any similar law or statute of the United States or any state thereof. Landlord and Tenant, without notice to or consent by the undersigned, may at any time or times enter into such extensions, renewals, amendments, assignments, subleases, or other covenants with respect to the Lease as they may deem appropriate, and the undersigned shall not be released thereby, but shall continue to be fully liable for the payment and performance of all liabilities, obligations and duties of Tenant under the Lease as so extended, renewed, amended, assigned or otherwise modified.

It is understood that other agreements similar to this Guaranty may, at Landlord's sole option and discretion, be executed by other persons with respect to the Lease. This Guaranty shall be cumulative of any such agreements and the liabilities and obligations of the undersigned hereunder shall in no event be affected or diminished by reason of such other agreements. Moreover, in the event Landlord obtains the signature of more than one guarantor on this Guaranty or by obtaining additional guarantee agreements, or both, the undersigned agrees that Landlord, in Landlord's sole discretion, may (i) bring suit against all guarantors of the Lease jointly and severally or against any one or more of them, (ii) compromise or settle with any one or more of the guarantors for such consideration as Landlord may deem proper, and (iii) release one or more of the guarantors from liability. The undersigned further agrees that no such action shall impair the rights of Landlord to enforce the Lease against any remaining guarantor or guarantors, including the undersigned, it being acknowledged and agreed that each of the undersigned is primarily, jointly, and severally liable for all obligations of the guarantor hereunder.

To the extent allowed by law, this Guaranty shall be effective as a waiver of, and the undersigned waives, any and all rights to which the undersigned may otherwise have been entitled under any suretyship laws or similar laws in effect from time to time including, but not limited to, Chapter 43 of the Texas Civil Practice & Remedies Code, Rule 31 of the Texas Rules of Civil Procedure, and Section 17.001 of the Texas Civil Practice & Remedies Code. To the extent allowed by law, the undersigned additionally waives the benefit of any statute of limitations affecting the undersigned's liability under this Guaranty.

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EXHIBIT E

RESTRICTION ON SHOPPING CENTER (EXCLUSIVE)

1. Restriction. Subject to the conditions and exceptions mentioned below and the Phase I REOA, Landlord agrees that during the original term of this Lease Landlord will not execute any lease for space within the Shopping Center with (i) a tenant whose principal business activity (i.e., from which such tenant derives 51% or more of its total revenues) is the operation of a full service, sit-down, all-day "diner-styled" restaurant offering breakfast, brunch, lunch, and dinner, including deli style sandwiches or (ii) the following specific restaurant chains: Corner Bakery, La Madeline, Kerbey Lane, Box Street Social, Snooze, Black Bear Diner, Denny's, I-HOP, Waffle House, or Toasted Yolk (collectively, "Tenant's Exclusive").

2. Conditions. The restriction described above shall apply only as long as all of the following conditions exist:

   (a) Tenant is occupying the Premises and doing business in the manner permitted by Section 1.1(r);

   (b) Tenant has timely paid as due all rentals and other charges prescribed in this Lease; and

   (c) Tenant is not then in default with regard to any obligations prescribed in this Lease.

   Upon the failure of one or more of the above conditions, the restriction upon the Shopping Center shall automatically cease and shall thereafter be of no further force or effect.

3. Exceptions. The following exceptions apply to the restriction described above:

(a) Tenant's Exclusive shall not apply to one or more quick service sandwich restaurants such as, but not limited to, Subway, Jersey Mikes, Jimmy Johns, ThunderCloud Subs, Pot Belly Sandwiches, Firehouse Subs, Which Wich, Charley's, Quiznos or other similar quick serve sandwich restaurants.

(b) Tenant's Exclusive shall not apply to tenants leasing from Landlord for the following uses, irrespective of the percentage of gross sales revenue generated from the sale of breakfast or brunch menu items: (i) the retail sale of breakfast or brunch menu items by any retailer, such as, without limitation, any grocery store, convenience store, book store, or other retail store, as long as such retailer does not also sell breakfast or brunch menu items as a principal business activity; and (ii) the retail sale of breakfast or brunch menu items by any restaurant that is not primarily a breakfast or brunch restaurant, such as, but without limitation, any fast food restaurant (such as, but without limitation, that currently operated as a "Whataburger," "McDonald's" or "Chik Fil A"), any fast casual or counter service restaurant (such as, without limitation, "Honey Baked Ham" or "Panera Bread"), any sit down restaurant that is not "diner-styled" (including without limitation any Mexican cuisine restaurant, taco shop, or other restaurant that serves breakfast and brunch items but also serves lunch and dinner menu items), or any coffee shop, tea shop, or smoothie or juice shop, (such as, but limitation, that currently operated as "Starbucks," "Dunkin," "HTeaO", "NobiliTea", "Kung Fu Tea", "Smoothie King" or "Jamba Juice").

(c) Landlord shall have the right to lease to one or more tenants for the retail sale of baked goods and breakfast menu items, such as, without limitation, kolaches, doughnuts, breakfast tacos, breakfast sandwiches and other similar menu items, by any user, such as without limitation, that currently operated as "Dunkin", Shipleys", "VooDoo Doughnuts", "Krispy Kreme," or "Cinnabon".

(d) Tenant's Exclusive shall not apply to tenants offering breakfast, brunch, or deli-styled sandwiches on an incidental basis by any other restaurant as long as it is not the principal business activity of more than 25%.

(e) The restriction shall not apply after the conclusion of the Term described in Section 1.1(l), notwithstanding any renewal or extension of this Lease which would result in Tenant's continued occupancy of the Premises after the conclusion of the original Term.

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EXHIBIT F

RENEWAL OPTION (FIXED RATE)

Tenant (but not any assignee or subtenant of Tenant, even if Landlord's consent is obtained as required by ARTICLE XX of the Lease) is granted the option(s) to extend the term of the Lease for two (2) consecutive extended terms of five (5) years each, provided (a) Tenant is not in default either at the time of exercise of the respective option or on the commencement date of the extension term, and (b) Tenant gives written notice of its exercise of the respective option at least one hundred eighty (180) days prior to the expiration of the original term or the expiration of the then existing term. Each extension term shall be upon the same terms, conditions and rentals, except (i) Tenant shall have no further right of renewal after the last extension term prescribed above, and (ii) the monthly Minimum Guaranteed Rental during the extended term(s) will be as follows:

Months	*Minimum Guaranteed Rental*
121-132	$25,906.07 per month
133-144	$26,424.19 per month
145-156	$26,952.68 per month
157-168	$27,491.73 per month
167-180	$28,041.56 per month
181-192	$28,602.39 per month
193-204	$29,174.44 per month
205-216	$29,757.93 per month
217-228	$30,353.09 per month
229-240	$30,960.15 per month

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EXHIBIT H

SHOPPING CENTER RULES AND REGULATIONS

PASSAGE WAY OBSTRUCTION
The sidewalks, entries, passages, courts, corridors and stairways shall not be obstructed by any tenant, its employees or agents, or used by them for other purposes than for ingress and egress to and from their respective Premises.

SIGNAGE
No sign, advertisement, display, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of the Premises or inside, if visible from the outside of the Building, and no symbol, design, mark, or insignia adopted for the Shopping Center, or any portion thereof or the tenants therein shall be used in connection with the conduct of Tenant's business in the Premises or elsewhere without, in each instance, the prior written consent of Landlord and the owner of the symbol, design, mark, or insignia. All signs, displays, advertisements and notices of Tenant so approved shall be maintained by Tenant in good and attractive condition at Tenant's expense and risk. Landlord shall have the right to remove all signs erected in violation of this rule without notice to Tenant, at the expense of Tenant.

NOISE AND DISTURBANCE
No loud speakers, television sets, phonographs, radios, security systems, or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord, and in any event any amplified sound produced within the Premises may not exceed 70 decibels when measured outside of the Premises.

Tenant shall not make or permit any noise or odor which Landlord deems objectionable or unpleasant to emanate from the Premises.

ANTENNAE AND AERIALS
No aerial or antenna, including satellite dish, shall be erected on the roof or exterior walls of the Premises, Building, or Shopping Center without, in each instance, the prior written consent of Landlord. Any aerial or antenna so installed without such written consent shall be subject to removal by Landlord without notice at any time.

USE OF PREMISES
No portion of the Premises shall be used for a purpose other than as permitted under the terms of the Lease.

No portion of the Premises shall be used for the purpose of lodging rooms.

No portion of the Premises shall be used for a purpose that may be otherwise permissible or legal which shall be deemed immoral, lewd, obscene or offensive by Landlord or other tenants of the Shopping Center, or of a substantial part of the general public. Such uses shall include, but not be limited to a massage parlor, "peep show" or "adult" movie theater or nightclub; or place for the sale, distribution, rental or gift of pornographic or "adult" films, books, periodicals or other literature. Tenant shall not openly display sexually oriented material in the Premises.

FIRE PROTECTION
Tenant shall not do or permit anything to be done in the Premises, or in the common areas of the Shopping Center, or bring or keep anything therein, which will invalidate or in any way increase the rate of insurance on any policy maintained by Landlord, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon the Building or Shopping Center or any part thereof, or conflict with any of the rules or ordinances of any city, county, state or federal authority. Tenant shall not be permitted to use or keep in the Premises or any portion of the Building, any kerosene, camphene or other burning fluid.

PARKING
Tenant and Tenant's employees shall have the non-exclusive right to park their vehicles only in those portions of the parking area designed for that purpose by Landlord from time to time.

SALES/PROMOTION

Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

ADDITIONAL RULES AND REGULATIONS

Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Shopping Center and its occupants and for the preservation of good order therein.

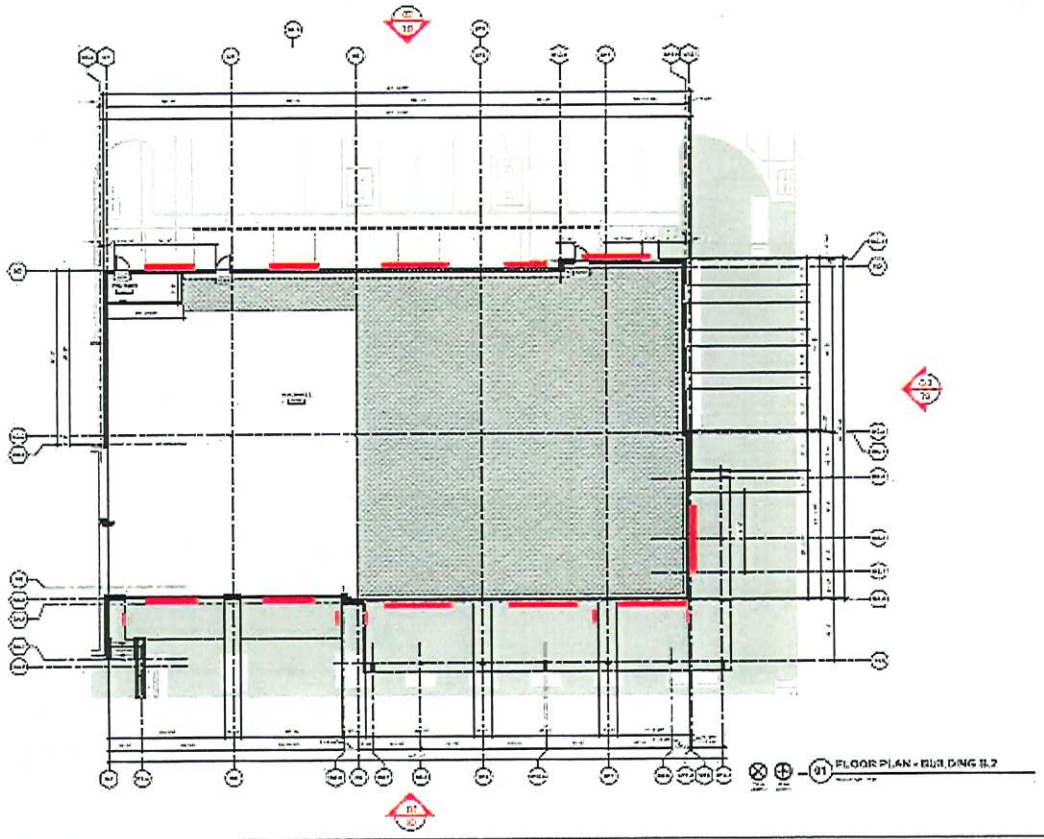
Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

fd2s

Cromwell Street LLC

Storefront Sign Plan
Building A

4



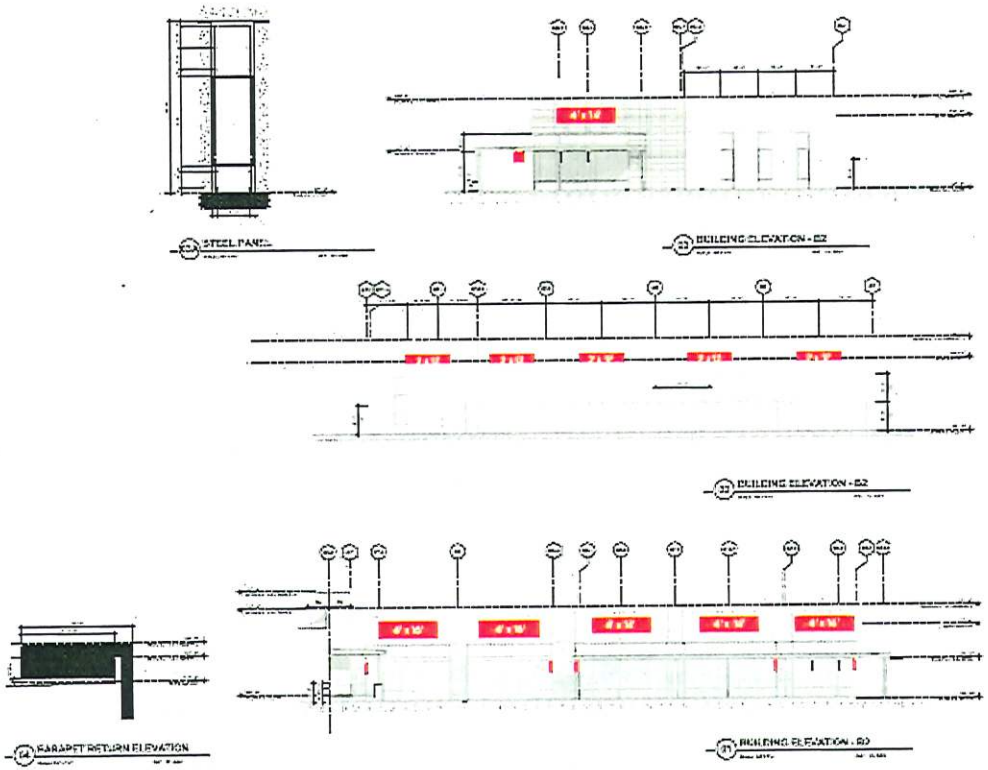
fd2s

Cromwell Street LLC
Cibolo Crossing

Storefront Sign Plan
Building B.2

Docusign Envelope ID: B79510063-60E6-4BC8-9778-A144CB2DA208

Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208



fd2s

Cromwell Street LLC

Cibolo Crossing

Storefront Sign Elevations
Building B2

10

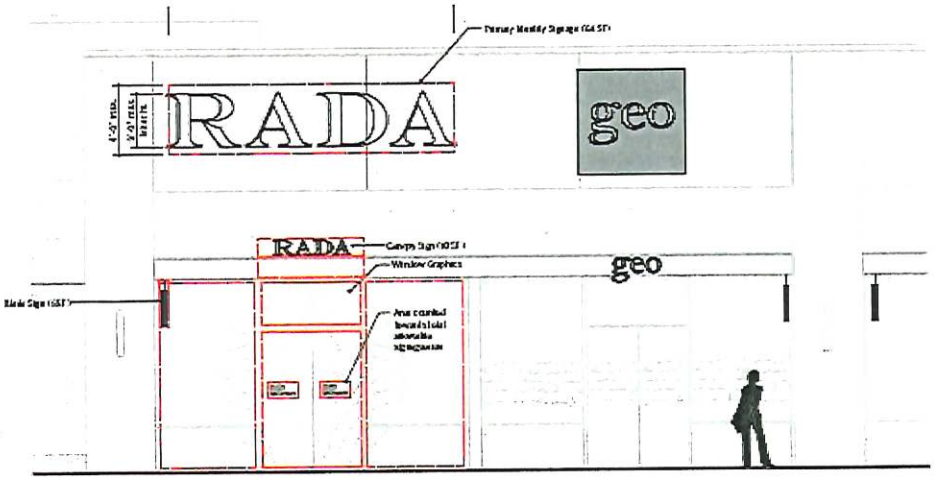
Docusign Envelope ID: B79510063-60E6-4BC8-9778-A144CB2DA208

Total Allowable Signage

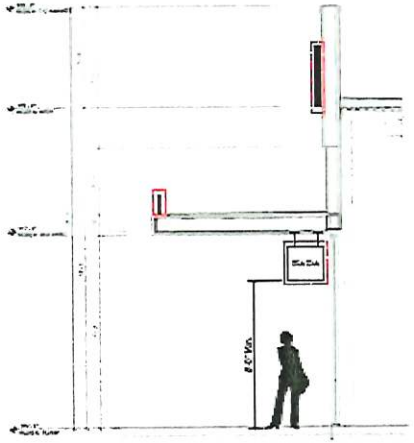
General Design Criteria
Retail Tenants are encouraged to be creative with the development of environmental signage & graphics as a part of their image. The goal is to distinctly identify the Tenant to add diversity and visual interest at the pedestrian scale. Tenant signs will be evaluated by the Landlord on how well the signage integrates into the architectural storefront. These guidelines indicate a general area where potential sign types can be located, but tenants will be given leeway for exact mounting locations, lighting, and design.

Allowable Sign Area
The maximum sign face area of all permanent building-mounted signs for each tenant space shall be related to the linear width of the tenant's storefront. The maximum allowable signage for each storefront may be distributed to various types of signage. The sum of all signage elements (Primary Identity Signage, Blade Signs, Canopy Sign, Window Graphics), may not exceed 100 square feet of the storefront area. For two sided-signs (Blade Signs) only one side of the sign shall be used for compulation of the area.

Acceptable Sign Types
- Primary Identity Signage
- Blade Signs
- Canopy Signs
- Window Graphics



1 Typical Elevation - Storefront Facing I-35



2 Typical Section

fd2s

Cromwell Street LLC
Cibolo Crossing

Total Allowable Signage
Case Study

Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

Primary Identity Signage

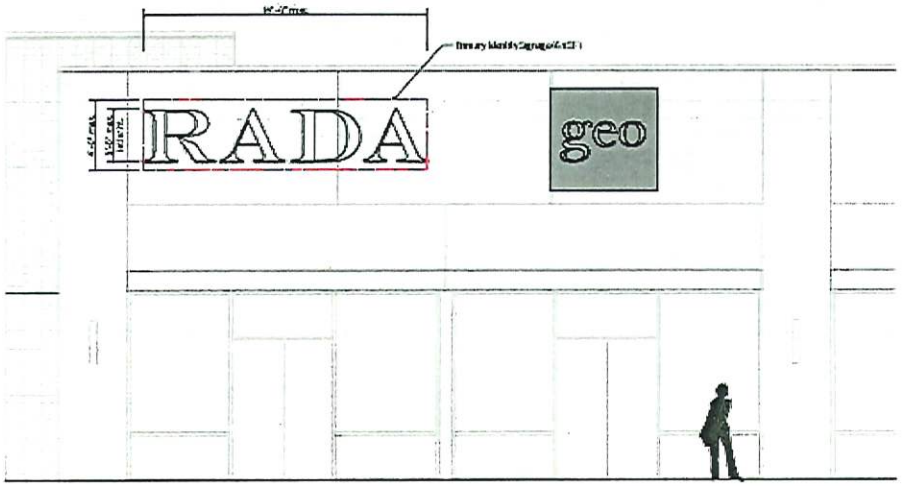
Primary identity signage may consist of individual letters or a panel with graphics and letters. These signs will typically be the primary identification for retail Tenants at Cibolo Crossing and should be mounted to the upper portion of the storefront facade.

Signs may consist of only the tenant name or logo and does not include tagline or other retail related graphics. Each in-line Tenant is allowed a maximum of one (1) primary identity sign. End-cap retailers with more than one frontage are allowed one primary identity sign per side.

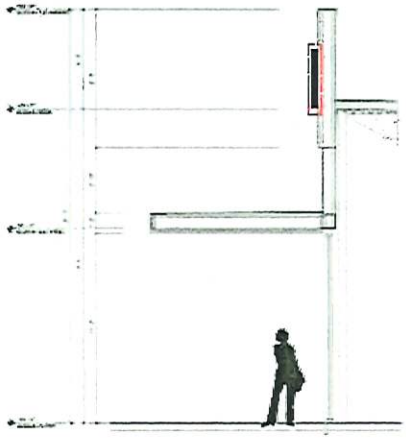
Contrasting designs and materials can be used to convey the Tenant's unique identity provided the overall scheme demonstrates a unified design intent.

Individual channel letters and logos with halo illumination are encouraged. Sign elements must be a minimum of 3" in depth, a maximum of 12" in depth and have a concealed LED light source.

Internally-illuminated channel letters and logos with acrylic faces may be allowed for Tenant's that demonstrate that they will use this sign type with the utmost creativity and highest quality fabrication techniques and materials.



1 Typical Elevation - Storefront Facing I-35



2 Typical Section

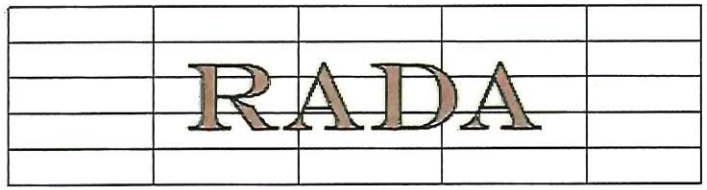
fd2s

Cromwell Street LLC
Cibolo Crossing

Primary Identity Signage
Case Study

Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

Primary Identity Signage



In-line Tenants I-35 Side
Signage can be the trade name or logo as an extension of that used for the tenant's identity. Dimensional letters and logo forms shall be fabricated from durable materials that have a painted metallic bronze eggshell finish. Letters and forms must be a minimum of 3" deep and a maximum of 10" deep, depending on stroke width and height of letter/logoform. LED lighting shall be used to provide halo illumination. Raceways must be concealed behind storefront construction.

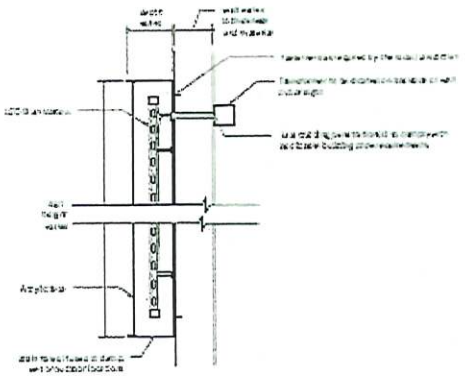
In-line Tenants Ripps-Krouskar Side
Signage can be the trade name or logo as an extension of that used for the tenant's identity. Dimensional letters and logo forms shall be fabricated from durable materials that have a painted metallic bronze eggshell finish. Sign requires a "cloud" backer that follows the outlines of the letters or logo to be painted to match stucco. Letters are halo lit against the backer with raceways concealed behind the backer. Letters and forms must be a minimum of 3" deep and a maximum of 10" deep, depending on stroke width and height of letter/logoform. LED lighting shall be used to provide halo illumination.

Storefront Daytime Rendering (I-35 Side)

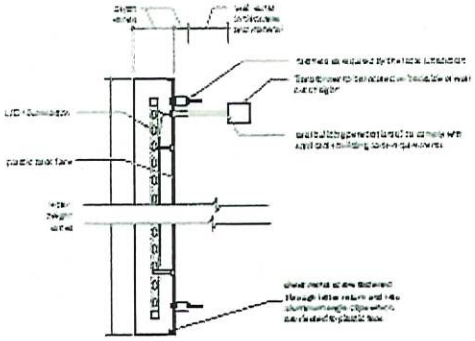
Storefront Nighttime Rendering (I-35 Side)

Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

Primary Identity Signage



1 Wall-mounted Face-Illuminated Channel Letterform
SCALE: 1½"



2 Wall-mounted Halo-Illuminated Channel Letterform
SCALE: 1½"

Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

fd2s

Cornwall Street LLC
Cibolo Crossing

Primary Identity Signage Examples.

20

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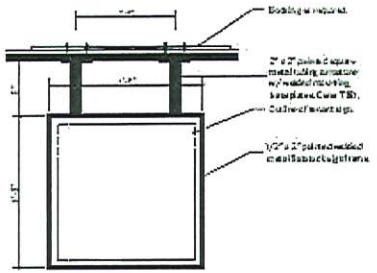
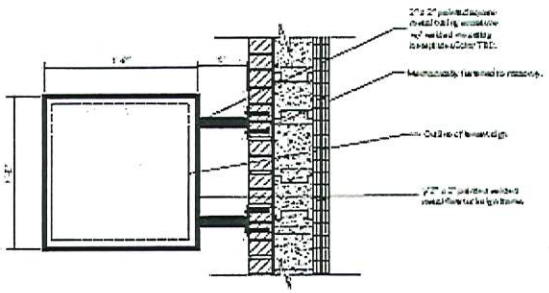
Suspended/Projecting Blade Signage

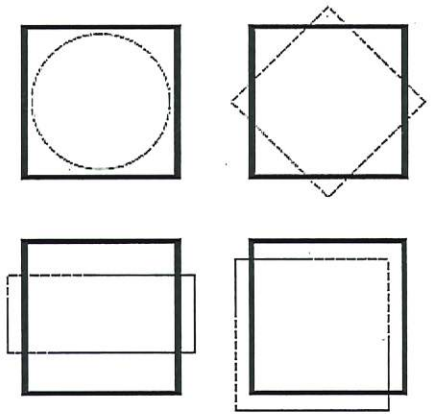


1 Armature Layout (Canopy Mounted)

2 Side Elevation (Canopy Mounted)



3 Armature Layout (Wall Mounted)



4 Allowable Configurations (Canopy Mounted)

fd2s

Cromwell Street LLC
Cibolo Crossing

Suspended/Projecting Blade Signage Details

Docusign Envelope ID: B79510063-60E6-4BC8-9778-A144CB2DA208

Window Graphics

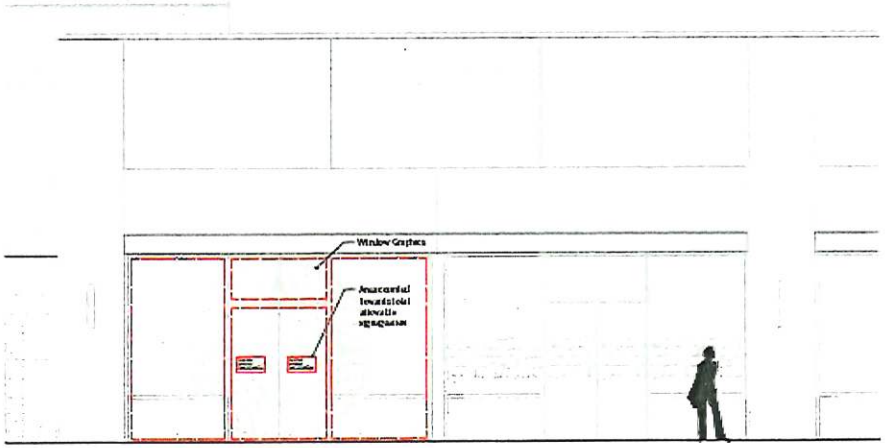
Window graphics can lend interest and appeal to the storefront. These graphics can be used as, but are not limited to: decorative borders, theming elements, or other components that enrich the tenant identity.

These signs do not count towards a tenant's Allowable Signage Area unless they contain logos and/or text within them. Any logos and/or text contained within these graphics will be counted against the Allowable Signage Area. Only the type and/or logo's area will be counted: the graphic itself is excluded.

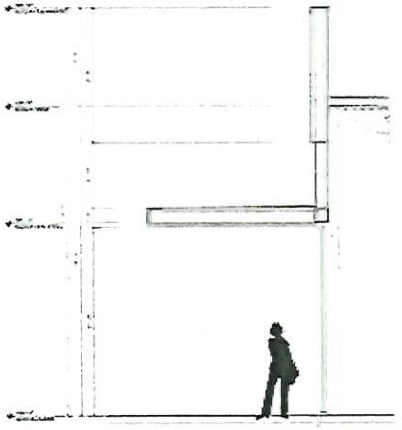
Opaque treatment of decorative borders, theming elements, or other components that enrich the tenant identity may only be 10% of the display window's area. Frosted, etched and other translucent graphics treatments may take up to 75% of the display window.

ACCEPTABLE TECHNIQUES INCLUDE:
- Screen-printing
- Gilding
- Frosted
- Cut vinyl

Designs for window graphics must be submitted for Landlord approval prior to installation.



1 Typical Elevation - Storefront facing I-35



2 Typical Section

fd2s

Cromwell Street LLC
Cibolo Crossing

Window Graphics

24

Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

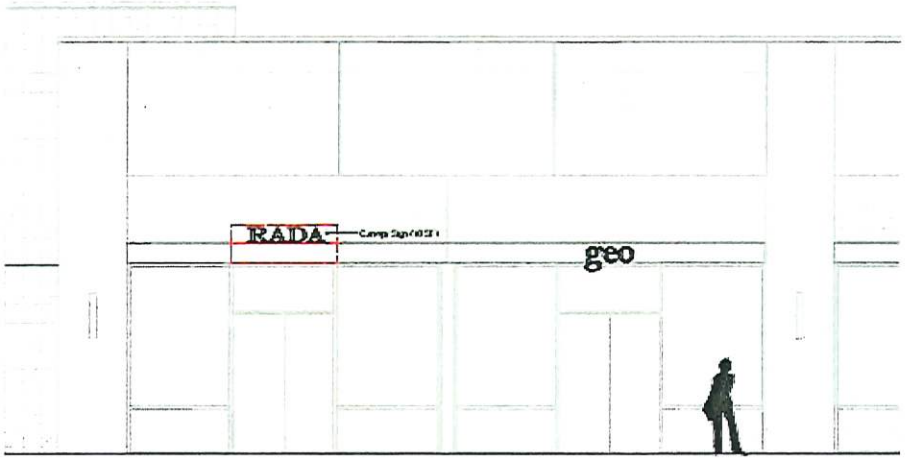
Canopy Signage

Canopy signs are located above the storefront and/or entry doors, parallel to the building facade and mounted at the leading edge of the canopy. The sign should convey the tenant's unique identity (logo) and create a unified design with the Tenant's storefront display.

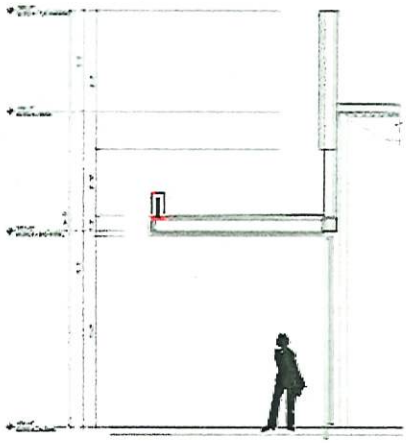
Canopy signs should express characteristics that which evoke a sense of contemporary high craftsmanship and design sensitivity. Only one sign is permitted per Tenant unless the store has a corner location. Signs can't hang below the canopy and are non-illuminated.

Tenants may choose to use a backing panel to enhance the appearance of their sign:

- Metal screens, grids, or meshes
- Etched or polished metal
- Exterior grade resins (3form)



1 Typical Elevation- Storefront Facing I-35



2 Typical Section

fd2s

Cromwell Street LLC
Cibolo Crossing

Canopy Signage

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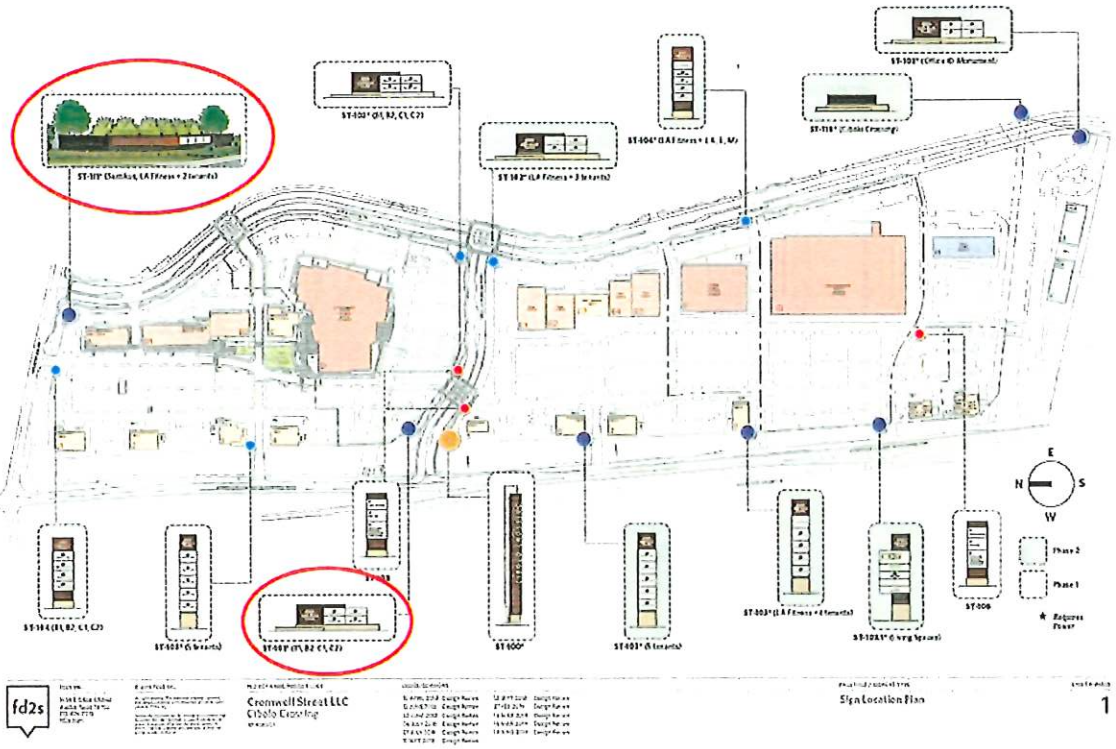
Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

EXHIBIT I-2

Pylon Signage



ST-101

ST-111

Docusign Envelope ID: B7951063-60E6-4BC8-9778-A144CB2DA208

9. Tenant shall not operate as a business whose principal business activity (i.e., from which such tenant derives a majority of its revenues, i.e., 51% or more) is a chiropractic clinic.

10. Tenant shall not operate a child day care center for children ages 6 weeks to 5 years old, or permitting after-school child day care for children up to 12 years old.

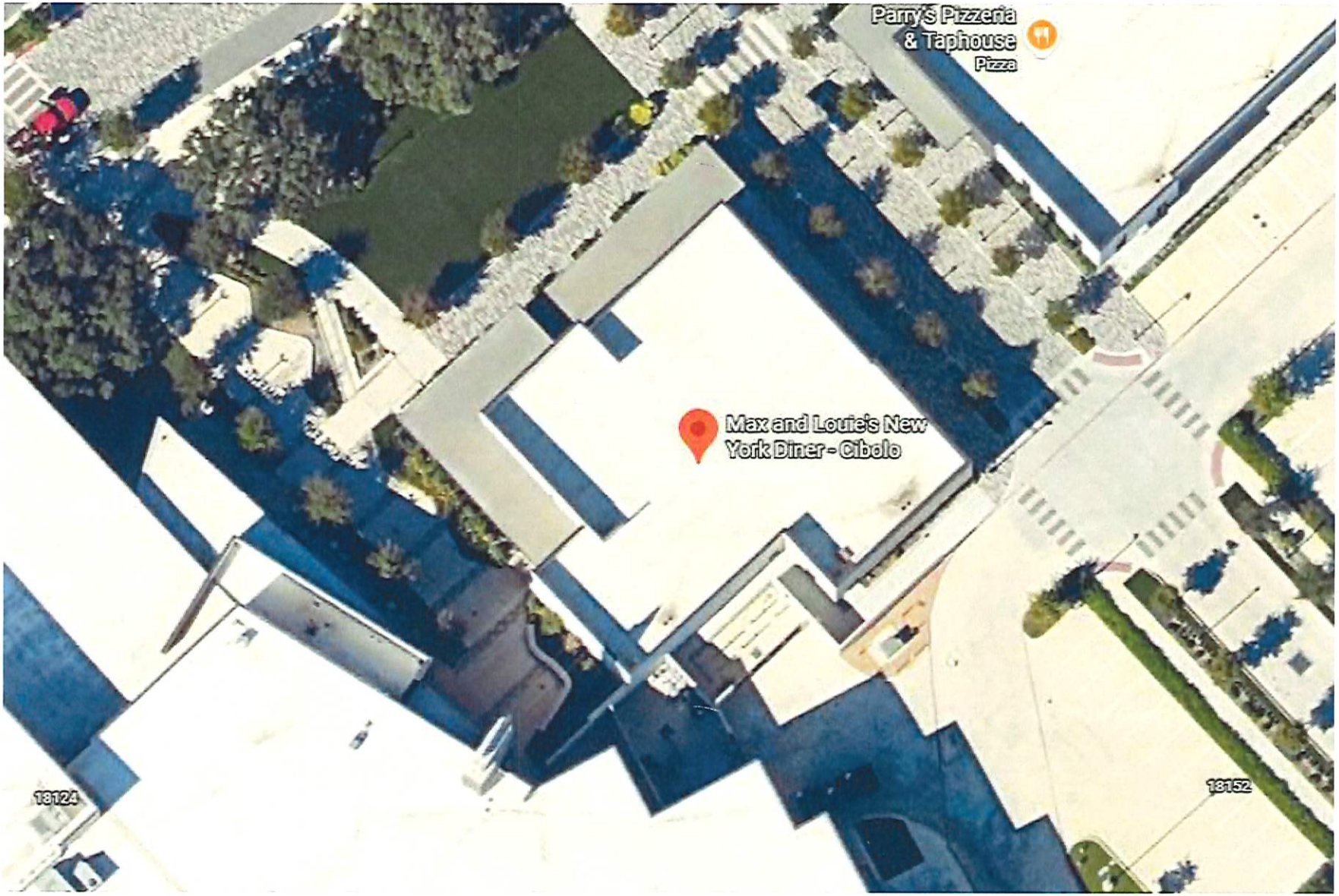
11. Tenant shall not operate as a business (i) that derives more than twenty five percent (25%) of its gross revenue from the sale of pizza, or (ii) whose operations include more than twenty (20) beer taps.

12. Tenant shall not operate any (i) any retail food service business which derives fifty-one percent (51%) or more of its gross revenue from the sale of salads and salad wraps, calculated collectively; (ii) the following specific restaurant chains: Salad Works, Sweetgreen, Chop't, Just Salad, Fresh Greens, and Salad and Go, and (iii) the specific restaurant operating as "Cava" (but not any other mediterranean or build a bowl type restaurant).

13. Tenant shall not operate a business whose principal business activity (i.e., from which such tenant derives 51% or more of its gross revenues) is a liquor store, selling liquor, beer, and wine.

14. Tenant shall not operate as a sit-down restaurant with a menu featuring primarily Mexican-themed food items, such as, for example purposes only (and not as a limitation), Chuy's, Lupe Tortilla, Mama Margie's, Pappasito's, On the Border, or Café Rio. "Featuring" means that Mexican-themed food items constitute (or will constitute) thirty-five (35%) or more of the total number of appetizers (excluding soups and salads) and entrees listed on the menu (not including any limited time offers and/or so called "specials") at the subject restaurant.

15. Tenant shall not operate a business whose principal business activity (i.e., from which such tenant derives a majority of its revenues) is general dentistry that is competitive with the Permitted Use (as defined below), except that such restriction shall not apply to orthodontics. For purposes hereof "Permitted Use" means general dentistry practice (including general dentistry, pediatric dentistry, oral surgery, orthodontics, and any ancillary other service lawfully performed by a licensed dentist).


Parry's Pizzeria
& Taphouse
Pizza
Max and Louie's New
York Diner - Cibolo
18124
18152

City of Cibolo

Economic Development Corporation Staff Report

D. Discussion/Action related to an application by Ace River City for a Economic Development Growth and Expansion (EDGE) in the amount to be determined by the CEDC Board for improvements to the site located at 813 Cibolo Valley Dr Ste 166 Cibolo (Mr. Hardin and Eklund Family)

Meeting	Agenda Group
Thursday, March 19, 2026, 6:30 PM	Discussion/Action Item: 8D.

From
Clancy Hardin, Economic Development Manager

BACKGROUND:

Staff received an Economic Development Growth and Expansion (EDGE Grant) application from the Eklund family owner of Ace River City requesting a EDGE Grant for assistance in offsetting the cost of onsite improvements for their new location to open in Buffalo Heights Shopping Center located at 813 Cibolo Valley Dr Ste 166 Cibolo.

In their letter to the CEDC Board, the Eklund family wrote the following statements in support of approval of an EDGE Grant under special circumstances.

"We plan to operate as a truly family-owned and community-integrated business — a place where people can learn together, work together, and connect. We intend to host hometown community days, provide complimentary items and family-friendly events such as barbecues, and create opportunities that bring residents together rather than simply serving as another commercial storefront.

We also recognize the broader economic impact this store can have:
• Providing approximately 20–30 local jobs upon opening, with opportunities for continued employment growth as the store expands
• Creating a mix of full-time management positions and flexible part-time roles, ideal for students, local residents, and those seeking supplemental income
• Offering a convenient, community-centered place to shop
• Supporting economic activity that helps the city grow and thrive
• Reinforcing a sense of local identity through a hometown business presence

Our goal is simple to give back more to this community than we take from it. Grant support would allow us to invest more quickly in community engagement, local hiring, and programming that directly benefits residents."

STAFF RECOMMENDATION:

Please note: The EDGE grant program allows the board to consider awards above $15,000 when justified under special circumstances.

Because of the scale of investment and job creation, staff staff recommends the approval of the EDGE grant request for Ace River City location at Buffalo Heights Shopping Center, in the amount not to exceed $50,000.

Per CEDC Legal and CEDC by-laws amounts over $15,000 must go to City Council for approval.

FINANCIAL IMPACT:

$50,000

MOTION(S):

I motion to approve the EDGE grant as presented by staff for Ace River City in the not to exceed amount of $50,000 provided paid invoiced are verified and to direct staff to submit the grant for approval by the Cibolo City Council at their next meeting March 24, 2026.

Attachments

Ace Application Combined Final.pdf

Application for Cibolo Economic Development for Growth & Enhancement (EDGE) Grant

Contact: Cibolo Economic Development - economicdevelopment@cibolotx.gov, 210-659-1471

1	PROJECT INFORMATION						
A	Property Address: 813 Cibolo Valley Drive Suite 166 Cibolo, TX 78108						
B	Estimated Begin Work Date: November 15, 2025			Estimated Completion Date: May 5, 2026			
C	Date Company Established: May 2025			Federal Taxpayer ID Number: 39-2085311			
D	Company NAICS Code:						
E	Choose Business Type: ☐Corporation ☐Partnership ☐Sole Proprietorship ■Other						
F	Reason for Requesting Grant: To defray the intensive capital costs of a family-owned and operated, low-margin retail business						
G	Today's Date: March 2, 2026						

2	OTHER BUSINESSES IN BUILDING (IF APPLICABLE) – Please list other businesses in the building and check those interested in participating in the Business Improvement Grant Program.	
	Name of Business	Name of Owner
☐		
☐		
☐		
☐		
☐		

3	ELIGIBILITY			
	YES	NO	Item	Notes
A	X		Within the City?	
B	X		Commercially Zoned?	
C	X		City taxes in good standing?	
D		X	No City liens existing?	
E	X		Proof of ownership provided?	
F		X	Outstanding code violations?	
G		X	Received a grant within past 365 days?	In accordance with Section 7 of Guidelines

4	ELIGIBILITY OF BUSINESS			
	YES	NO	Item	Notes
A		X	Any outstanding financial obligations to the City of Cibolo?	In accordance with Section 5C of Eligibility
B		X	Involved in any ongoing lawsuits with the City of Cibolo?	
C		X	Currently located or will be located in Old Town District or FM 78 Corridor?	See Section 10 for Map of Eligible Properties

5	ENHANCEMENTS (Section 6)	TOTAL COST	POLICY MAX %	POLICY MAX $	AMOUNT REQUESTED	AMOUNT APPROVED
A	Façade	$	50%	$15,000	$	$
B	Sign Improvement	$21,000.00	50%	$15,000	$15,000	$
C	Property Improvement	$1,250,000.00	50%	$15,000	$15,000	$
D	Demolition	$	50%	$15,000	$	$
E	New Construction	$	50%	$15,000	$	$

F	Fees	$39,321.00	50%	$15,000	$15,000	$
G	Special Circumstances	$ 58,760.00	50%	$15,000	$ 15,000	$
TOTAL AMOUNT REQUESTED:					$	
TOTAL BUSINESS IMPROVEMENT GRANT APPROVED:					$	
H	Please describe any planned "Non-Grant" Enhancements: Build out of an Ace Hardware Store, a $1,500 boutique section, and a 3,500 sq. ft. garden center with inventory and merchandise for all areas.					

6	**ATTACHED ITEMS/EXHIBITS**			
	YES	**NO**	**Item**	**Notes**
A	X		Request letter to the CEDC Board of Directors describing proposed project and need for grant funds	
B	X		At least two photos of existing exterior or property	Will only accept pictures of property if new construction
C	X		Legal description of subject property	
D		X	Proof of Ownership if property owner	
E	X		Establishment of business entity name	
F	X		Project outline, illustrations, other supplemental information	
G	X		Construction cost estimates from a contractor/vendor	Itemized work estimates which include details and information such as color samples of paint, fabric, sign material, etc.
H	X		Applicant's W-9	
I	X		Completed Economic Impact Analysis	Contact staff for this form
J	X		Copy of signed lease agreement	If Business Owner is different from Property Owner
K	X		Vicinity map of subject property	

7	**CONTRACTOR INFORMATION**	
A	**Company Name:** Fabians General Contractors	
	Contract Person: Fabian Castillo Jr.	Title: Owner
	Address: 831 Fulton Avenue San Antonio, TX 78212	
	Phone Number: (210) 738-8835	Fax: (210) 738-1953
	Email: fabianjr@fabiansconstruction.com	Website: www.fabiansconstruction.com

8 **I have read and agree to the terms and conditions set in the Cibolo EDGE application. I understand that my project will be evaluated and recommendations made as to the scope of work to be included in the Cibolo EDGE Program. I understand that the submittal of this application in no way guarantees me a grant from the Cibolo Economic Development Corporation. I understand that additional information may be requested as needed. The Cibolo Economic Development Corporation reserves the right to reject any and all applications at its sole discretion.**

If the property is owned by a corporation, partnership, or joint venture, an individually legally authorized to represent the entity must sign below on behalf of the entity.

	Applications will be considered on a monthly basis and complete applications must be submitted to CEDC a minimum of thirty (30) calendar days prior to being presented at a CEDC Board Meeting.

Business Owner		**Property Owner**
Company: Cibolo Ace Hardware LLC		Company: Fulcrum Development LLC
Signature:		Signature:
Print Name: Michael Eklund		Type of Print Name: Benjamin Drezer
Title: Owner		Title:
Company Phone Number: (512) 944-8469		Phone Number: (210) 593-0777
Company Email: michaeleklund7@gmail.com		Email: benjamin@fulcrumsa.com
Company Physical Address: 813 Cibolo Valley Drive Suite 166 Cibolo, TX 78108		Address: 10003 NW Military Highway Ste 2205 San Antonio, TX 78231
Company Website:		Date:
Date: March 2, 2026		

Grant Support Request – Ace Hardware Community Development

March 10, 2026

Cibolo Ace Hardware LLC dba River City Ace

813 Cibolo Valley Drive Ste 166

Cibolo, TX 78108

Dear City Council Members,

Thank you for taking the time to consider our request for grant support as we establish our family-owned Ace Hardware location within the community. This project is deeply personal to us — we intentionally chose this location after evaluating many potential sites because of its strong demographics, community character, and long-term opportunity to contribute positively to local growth.

Our business is built on a disciplined, sustainable model designed for longevity rather than rapid expansion. We believe strongly that small and medium-sized businesses are the backbone of the American economy, and when supported through thoughtful economic development, they help strengthen entire communities. Grant assistance would help us accelerate responsible growth while maintaining that tight, community-first business approach.

More importantly, our vision extends beyond retail. We plan to operate as a truly family-owned and community-integrated business — a place where people can learn together, work together, and connect. We intend to host hometown community days, provide complimentary items and family-friendly events such as barbecues, and create opportunities that bring residents together rather than simply serving as another commercial storefront.

We also recognize the broader economic impact this store can have:

• Providing approximately 20–30 local jobs upon opening, with opportunities for continued employment growth as the store expands

• Creating a mix of full-time management positions and flexible part-time roles, ideal for students, local residents, and those seeking supplemental income

• Offering a convenient, community-centered place to shop

• Supporting economic activity that helps the city grow and thrive

• Reinforcing a sense of local identity through a hometown business presence

At full staffing levels, the store is projected to support approximately 20–30 local employees, contributing meaningful payroll, workforce development, and long-term job stability within the community.

Our goal is simple — to give back more to this community than we take from it. Grant support would allow us to invest more quickly in community engagement, local hiring, and programming that directly benefits residents.

We appreciate your consideration and would welcome the opportunity to discuss our plans in greater detail. Thank you for the work you do to support local businesses and the continued vitality of our community.

Sincerely,

Michael Eklund

Shannon Eklund

Cibolo Ace Hardware LLC dba River City Ace

ACE Hardware
813 Cibolo Valley Drive
Cibolo, TX
78108

Channel Letters - Raceway Mount

Quantity:
1
Trim:
1" Black Gemtrim
Return Color:
Black
Face:
1/8" White Acrylic w/ Applied Vinyl
Vinyl Color:
As in drawing
Letter Interior:
Gloss White
Internal Illumination:
White LED's
Raceway Color:
To Match Facade
Raceway Size:
4" x 7" 0.125 Extruded Aluminum
Mounting:
Hanging Bars Flush to Fascia

EXISTING CONDITIONS

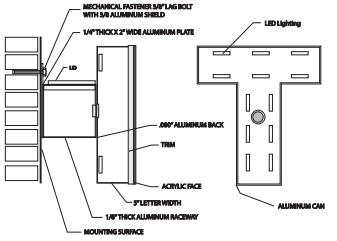
THIS TOTAL IS ONLY ALLOWED IF THE BUILDING IS CONSIDERED SINGLE NONRESIDENTIAL BUILDING

Sq. Ft. Signage:
RIVER CITY - 30.79
ACE - 29.21
TOTAL - 60.00

Sq. Ft. Allowance:
60 sq ft for single nonresidential building.
48 sq ft for Multi-tenant/complex building

THE CITY CODE ALLOWS ONLY 1 SIGN PER TENANT FACADE

Detail



Claude Ballbe - CM	claude@signsunlimitedusa.com
919-552-8689	www.signsunlimitedusa.com
02.20.26	Underwriters Laboratories Inc.® LISTED UL File #E225670

Approval Signature:

Please check all spelling, quantities, colors, and materials before approving

Notes: **NEED SURVEY TO CONFIRM SCALE PRIOR TO MANUFACTURE**

SIGNS UNLIMITED
communicate your identity
6801 Mount Hermon Church Rd, Building C
Durham, NC 27705

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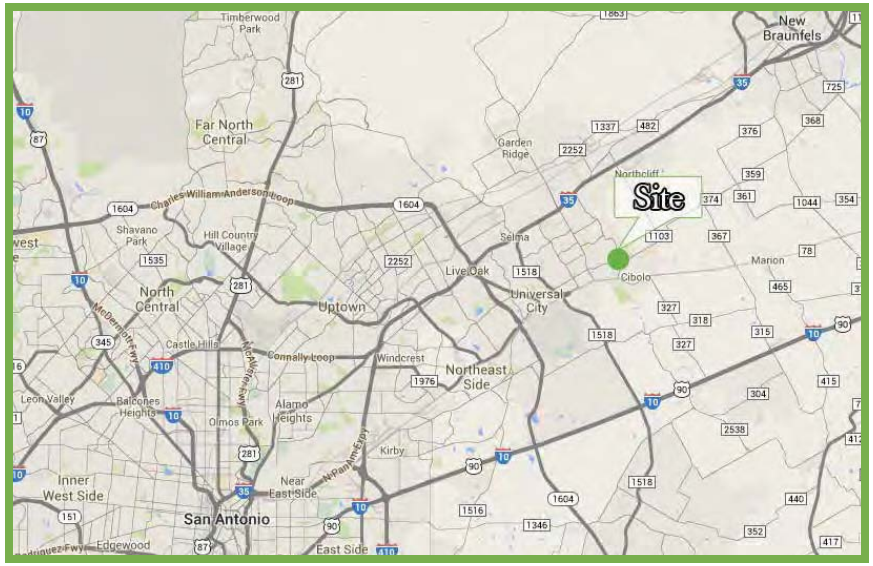
BUFFALO HEIGHTS

A9-102221

VILLA PARK
www.villapark-sa.com

Buffalo Heights Retail Development

Cibolo Valley Dr & Borgfeld Rd, Cibolo, TX



The Buffalo Heights Retail Development is a 12-acre commercial development in the heart of Cibolo, which is recognized as one of the fastest growing areas in the San Antonio MSA.

Traffic Counts

- 6,777 VPD - Borgfeld Rd
- 9,981 VPD - Cibolo Valley Drive

Demographics	1 mile	3 mile	5 mile
Population	11,641	63,264	114,736
Avg HH Income	$93,183	$96,584	$89,019
Number of HH	4,067	22,169	40,770

Highlights:

- Projected as two phases with over 60,000 sf of multi-tenant commercial lease space along with 4-5 pad opportunities.
- Substantial frontage along Cibolo Valley Drive and Borgfeld Road.
- Situated within 1.5 miles of two 6A High Schools with a combined total of 5,000+ students and a planned charter school with a projected opening of Fall 2022 for 1000+ children ranging from 1st to 8th grade.
- Directly across from Walmart and in immediate proximity to a proposed HEB projected to open in June 2023.

10003 NW Military Hwy, Suite #2205
San Antonio, TX 78231
t 210.593.0777
f 210.593.0780
www.fulcrumsa.com

fulcrum DEVELOPMENT

Buffalo Heights Retail Development

Cibolo Valley Dr & Borgfeld Rd Intersection

10003 NW Military Hwy, Suite #2205
San Antonio, TX 78231

t 210.593.0777
f 210.593.0780

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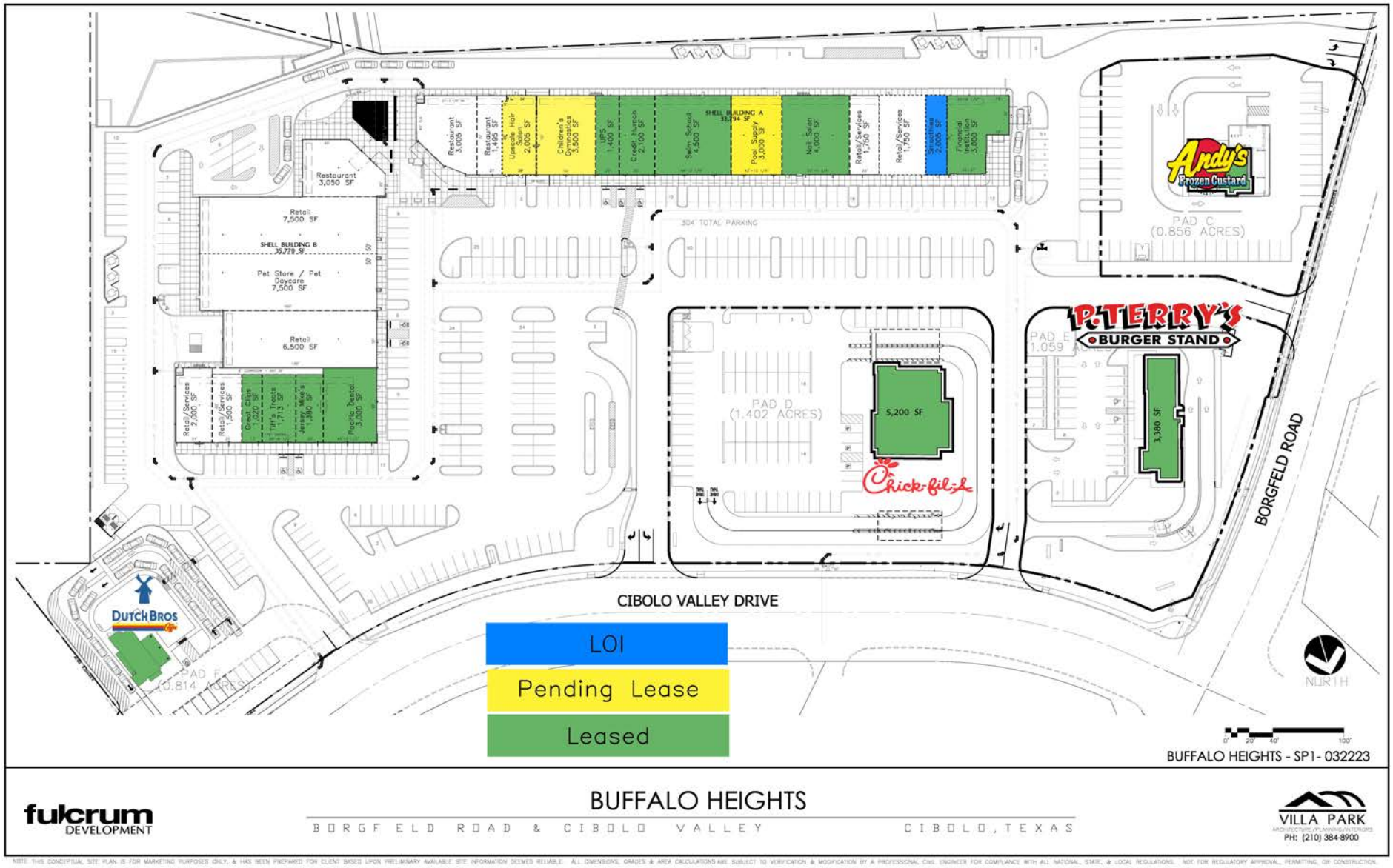
fulcrum DEVELOPMENT

Buffalo Heights Retail Development

Conceptual Site Development Plan



fulcrum DEVELOPMENT

BUFFALO HEIGHTS

BORGFELD ROAD & CIBOLO VALLEY CIBOLO, TEXAS

VILLA PARK
PH: (210) 384-8900

NOTE: THIS CONCEPTUAL SITE PLAN IS FOR MARKETING PURPOSES ONLY, & HAS BEEN PREPARED FOR CLIENT BASED UPON PRELIMINARY AVAILABLE SITE INFORMATION DEEMED RELIABLE. ALL DIMENSIONS, GRADES & AREA CALCULATIONS ARE SUBJECT TO VERIFICATION & MODIFICATION BY A PROFESSIONAL CIVIL ENGINEER FOR COMPLIANCE WITH ALL NATIONAL, STATE, & LOCAL REGULATIONS. NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

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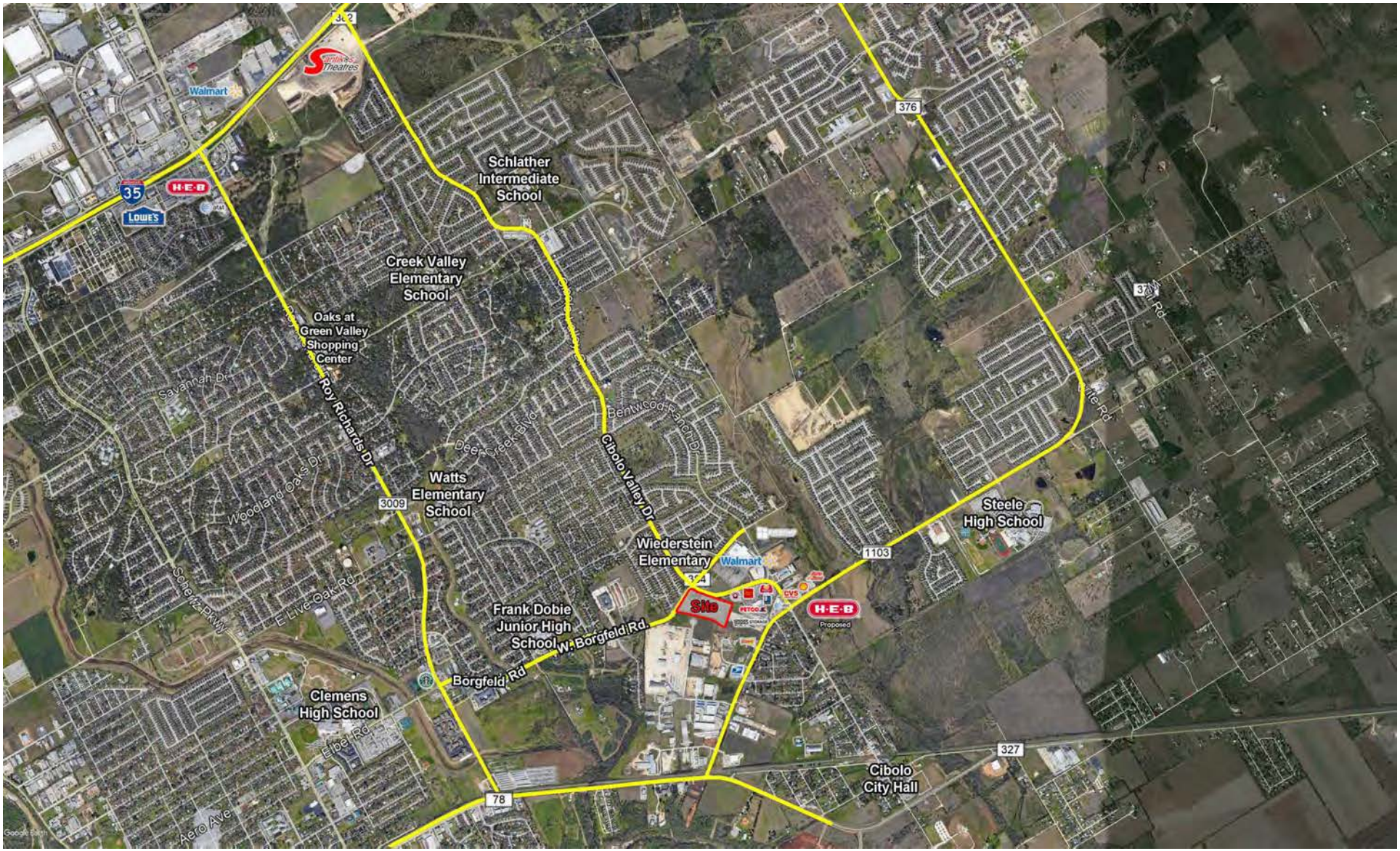
Buffalo Heights Retail Development

Trade Area Aerial



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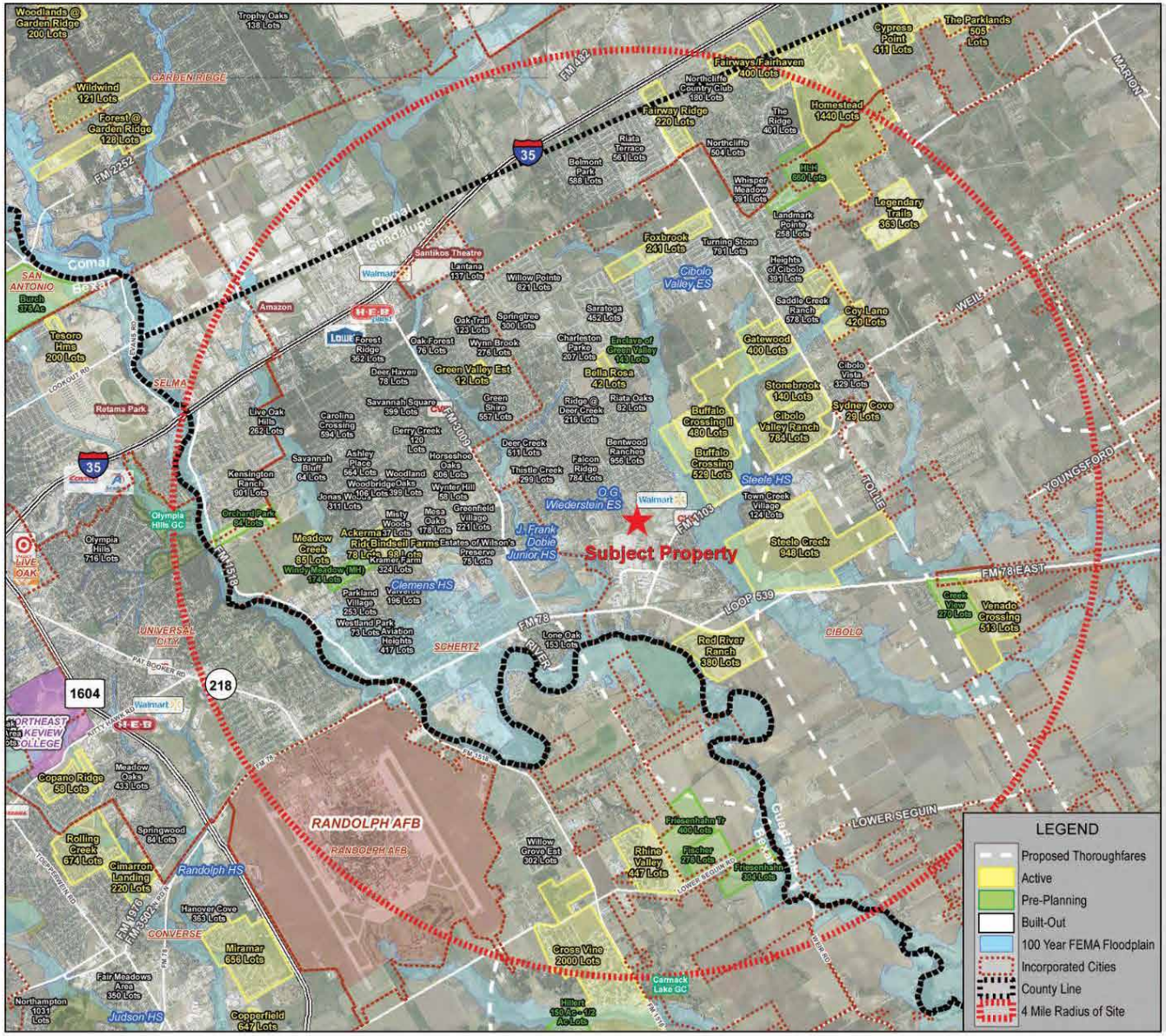
Buffalo Heights Retail Development

Trade Area Housing Study



fulcrum DEVELOPMENT

CIBOLO TRADE AREA HOUSING STUDY

Cibolo Valley Dr at Borgfeld Rd/CR 384
Four-Mile Radius
Cibolo, Texas

HOUSEHOLD SUMMAY
FOUR MILE RADIUS

- Existing Subdivisions	
Rooftops:	16,747
Vacant Lots:	763
- Active Subdivisions	
Rooftops:	3,395
Vacant & Planned Lots:	6,654
- Subdivisions in Pre-Planning	
Future Lots:	2,311
Total:	**29,870**

Sources: Bexar Appraisal District, City of San Antonio Development Services Department; Guadalupe County Appraisal District; and Wendell Davis & Associates, Jun-Aug, 2021

Map prepared by Wendell Davis & Associates
09.2021 210.415.8214

N 0 1 2 Miles
SCALE 1 " = 4,500 '

2020 Aerial Photography provided by the National Agriculture Imagery Program

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Buffalo Heights Retail Development

Shopping Center Rendering

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AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 2nd day of **December** in the year **2025**
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Buffalo Heights-Cibolo Developers, Ltd.
c/o Fulcrum Development, its agent
0003 N.W. Military Hwy., Suite 2205
San Antonio, Texas 78231

and the Contractor:
(Name, legal status, address and other information)

Fabian's Construction, LLC
831 Fulton Ave.
San Antonio, Texas 78212

for the following Project:
(Name, location and detailed description)

Buffalo Heights
ACE Hardware Landlord & Tenant's Work Improvements
813 Bibolo Valley Drive, Suite 166
Cibolo, Texas 78108

The Architect:
(Name, legal status, address and other information)

Villa Park Architecture
300 W. Bitters Rd., Suite 204
San Antonio, Texas 78216

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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10 CHANGES IN THE WORK

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13 PROTECTION OF PERSONS AND PROPERTY

14 CORRECTION OF WORK

15 MISCELLANEOUS PROVISIONS

16 TERMINATION OF THE CONTRACT

17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
Exhibit B		

Specifications:

Section	Title	Pages
Exhibit B		

.3 addenda prepared by the Architect as follows – **Exhibit C**:

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Number	Date	Pages
No.1	October 9, 2025	10
No.2	October 13, 2025	1

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

Exhibit A – Best & Final Bid Proposal dated November 19, 2025
Exhibit D – Project Schedule
Exhibit E – Owner's Forms

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:
Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

Date of commencement shall be upon issuance of a Notice to Proceed for the following tasks:
Notice to Proceed No.1 – Exhibit F – Limited Notice to Proceed
Notice to Proceed No.2 - Upon Issuance of Permit from the City of Cibolo

§ 2.3 Substantial Completion:
Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[X] Not later than **one hundred twenty (120)** calendar days from the date of commencement.

[ ] By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

One Million One Hundred Forty Six Thousand, Sixty Five Dollars and Four Cents ($ 1,146,065.04)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate No.1 – Deduct = $72,799.49

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Install Acoustical Drop Ceiling in Sales Area in lieu of Open Ceiling, Solatube/Skylights & Spiral Ductwork

Alternate No.3 – Add = $7,500.00

Install Boutique Millwork "Turn-Key"

Alternate No.2 – Add = $10,980.48

Install underground electrical circuit to the propane pad along with underground circuit for Light Pole

Alternate No.4 – Add = $15,998.40

Install Power & Data Circuits to POS Counters, Helpful HUB/Paint Counters & Paint/Electrical/Tools/Housewares/Lawn Garden Fixtures

Alternate No.5 – Add = $58,760.00

Install Tensoshade (Garden Area)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
None	

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
None		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

provided that an Application for Payment is received by the Owner's Representative not later than the **25th** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the **25th** day of the following month. If an Application for Payment is received by the Architect & Owner's Representative after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **thirty** (**30**) days after the Owner's Representative receives the Application for Payment.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

10 %

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million ($ 1,000,000.00) each occurrence, two million ($ 2,000,000.00) general aggregate, and two million ($ 2,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower

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coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than one million ($ 1,000,000.00) each accident, one million ($ 1,000,000.00) each employee, and one million ($ 1,000,000.00) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
None	

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract
The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work
The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent
The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents
Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

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Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

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§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to

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injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's

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control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the

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responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

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If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

.1 take possession of the site and of all materials thereon owned by the Contractor, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

None

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*	CONTRACTOR *(Signature)*
BY: Benjamin Dreszer/Manager	BY: Fabian Castillo Jr./President
(Printed name and title)	*(Printed name and title)*

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EXHIBIT “A”

FABIAN’S CONSTRUCTION
BEST & FINAL
BID PROPOSAL
DATED
11/19/25

BUFFALO HEIGHTS SHOPPING CENTER
ACE HARDWARE LANDLORD & TENANT'S WORK IMPROVEMENTS
CONTRACT PRICE BREAKDOWN
EXHIBIT A-1

This exhibit shall serve to clarify the **$1,146,065.04** contract sum in Article 3.1 which is an aggregate sum of the following VE Proposal Alternates and Owner selected Target Value Engineering Alternates as follows:

Item	Description	Target VE/ALT		Amount
	Best & Final VE Bid:			
	Landlord & Tenant's Work Improvements		**$**	**1,195,625.65**
	Target VE:			
	Alternate Light Fixture Package for Drop Ceiling		**$**	**(70,000.00)**
	VE GMP Subtotal Amount:		**$**	**1,125,625.65**
	Alternates:			
1	**Install Acoustical Drop Celing in Sales Area in lieu of Open Ceiling, Solatube/Skylights & Spiral Ductwork**	Alt.No.1	**$**	**(72,799.49)**
2	**Install electrical to propane tank**	Alt.No.2	**$**	**10,980.48**
3	**Install Boutique Millwork "Turn-Key"**	Alt.No.3	**$**	**7,500.00**
4	**Install power & data circuits to POS Counters, Helpful HUB Paint Counters & Paint/Electrical/Tools/Housewares/ Lawn Garden Fixtures**	Alt.No.4	**$**	**15,998.40**
5	**Install Tensoshade (Garden Area)**	Alt.No.5	**$**	**58,760.00**
	Alternates Subtotal Amount:		**$**	**20,439.39**
	Total Guaranteed Maximum Price Amount:		**$**	**1,146,065.04**

BUFFALO HEIGHTS
ACE Hardware Landlord's Work Improvements
813 Cibolo Valley Drive, Suite 166
Cibolo, Texas 78108

RECEIVED
By John R. Roy at 3:41 pm, Nov 19, 2025

PROPOSAL FORM

ATTENTION: John R. Roy
Buffalo Heights – Cibolo Developer, Ltd.
Phone: (210) 865-8350
Email: john@fulcrumsa.com

Re: **BUFFALO HEIGHTS**
ACE Hardware Landlord's Work Improvements

BID PROPOSAL FOR:

1 The undersigned BIDDER proposes and agrees, if this Bid is Accepted, to enter into an agreement with OWNER, to perform and furnish all General Construction Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Bidding Requirements. This Bid will remain subject to acceptance for thirty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the other documents required by the Bidding Documents within fifteen days after receipt of the Agreement from Owner.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No: 1 Date: 10/15/2025
No: 2 Date: 10/13/2025
No: ____ Date: _____

b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

c. BIDDER has given ARCHITECT notice of all conflicts, errors, or discrepancies in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to BIDDER.

d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work for the lump sum of:

Base Bid one million, one hundred ninety-five thousand, six hundred twenty-five and 65/100 Dollars ($ 1,195,625.65)
(Use words) (Figures)

5. BIDDER shall commence work within 7 Calendar days after receipt of Notice to proceed. BIDDER agrees that the Work will be Substantially Complete in 120 calendar days from date of Notice to Proceed.

6. PERMITS AND FEES: This Bid contains all trade permit and inspection fees, and all temporary connection, tap, and permit fees and charges due utility companies, and all other fees, charges, and other monies due to utility companies, local authorities, and other authorities having jurisdiction in connection with the construction of the project.

7. BID PROPOSAL BREAKDOWN (SEE ATTACHED)

SIGNED: Fabian Castillo

Seal if a Corporation

Fabian's Construction LLC

831 Fulton Ave
Address

San Antonio	Texas	78212
City	State	Zip Code

Bidder's Initials F.C. Jr.

BUFFALO HEIGHTS
ACE Hardware Landlord's Work Improvements
813 Cibolo Valley Drive, Suite 166
Cibolo, Texas 78108

BID PROPOSAL BREAKDOWN

GENERAL CONDITIONS	$ 10,000.00
CONCRETE DEMOLITION:	
TILT-WALL PANELS OPENINGS	10,188.00
SLAB REMOVAL FOR UG PLUMBING ROUGH-IN	3,000.00
CONCRETE:	
RAMPS @ GARDEN CENTER	11,743.00
SIDEWALK @ GARDEN CENTER	750.00
CONC. PAD FOR PROPANE TANK	7,568.00
BLDG. SLAB PLUMBING POUR-BACK	9,000.00
METALS:	
STONG-BACKS @ NEW TILT-WALL OPENINGS	3,500.00
ANGLE FRAMES @ DECKING FOR RTU'S	11,500.00
PIPE BOLLARDS	5,688.00
LIGHT-GAUGE METAL FRAMING	26,100.00
DECORATIVE 12' ~~CHAIN LINK~~ FENCING @ OUTDOOR STORGAE & GARDEN CENTER	51,700.00
WOODS & PLASTICS:	
ROUGH CARPENTRY/WALL BLOCKING	2,500.00
BREAKROOM MILLWORK BASE & WALL CABINETS	5,500.00
BREAKROOM COUNTERTOPS – P.LAM	750.00
RESTROOM COUNTERTOPS – SOLID SURFACE	1,500.00
THERMAL & MOISTURE:	
BATT WALL INSULATION	2,900.00
MEMBRANE ROOFING/FLASHING OF RTU CURBS & PLUMBING VENTS	22,245.00
SOLATUBE/SKYLIGHT CURB FLASHING	15,700.00
JOINT SEALANTS	5,000.00
DOORS & WINDOWS:	
HOLLOW METAL DOORS & FRAMES	6,796.00
SOLID CORE WOOD DOORS	3,698.00
DOUBLE ACTING IMPACT TRAFFIC DOORS	4,646.00
ELECTRIC COILING OH DOOR	22,632.00
STANLEY DURA-GLIDE 2000 AUTOMATIC DOORS:	
MAIN ENTRANCE	15,528.06
GARDEN CENTER	26,340.47
SLIDING GATES @ OUTDOOR STORAGE	13,350.38
GATES WITH PANIC HARDWARE @ GARDEN CNTR	9,850.00
FINISHED HARDWARE	4,810.00
FINISHES:	
WALLS:	
GYPSUM WALL BOARD	9,000.00
TAPE/FLOAT	6,000.00
PAINTING	8,250.00

FINISHES (CONT.):	
FLOORING:	
DIAMOND POLISHED CONCRETE	21,460.00
DUST-PROOF SEALED CONCRETE	1,750.00
PORCELAIN TILE	11,317.50
VINYL COVER BASE	633.00
WOOD BASE	1,000.00
CEILING:	
EXPOSED STRUCTURE/PAINT	18,750.00
ACOUSTICAL DROP CEILING/TILES & GRID	5,400.00
SPECIALTIES:	
TOILET PARTITIONS	N/A
TOILET ACCESSORIES/GRAB BARS	4,579.00
RESTOOM SIGNAGE	200.00
FIRE EXTINGUISHERS	560.00
SOLATUBE/SKYLIGHTS	14,200.00
FIRE SPRINKLER & FIRE ALARM:	
SPRINKLER DROPS & HEADS	10,700.00
DUCTWORK DETECTOR INTEGRATION	(Included in HVAC)
PLUMBING:	
WATER	7,100.00
SANITARY SEWER	15,500.00
HVAC CONDENSATE DRAIN LINES	(Included in HVAC)
WATER HEATER	4,000.00
MOP SINK	900.00
DRINKING FOUNTAINS	3,000.00
RESTROOM FIXTURES	3,000.00
BREAKROOM FIXTURES	1,800.00
WALL HYDRANTES	950.00
MECHANICAL:	
RTU'S	169,806.06
SPIRAL DUCTWORK	68,110.28
RECTANGULAR DUCTWORK	22,862.22
DIFFUSERS	9,454.75
THERMASTATS/TEMPERATURE CONTROLS	6,568.87
SMOKE/DUCT DETECTORS	12,999.96
EXHUAST FANS FOR RESTROOMS	5,225.30
TEST & BALANCE	10,252.56
ELECTRICAL:	
METER LOOP DISCONNECT SERVICE	24,000.00
DISTRIBUTION SYSTEM/PANELS	119,620.00
ELECTRICAL FIXTURES	150,000.00
ELECTRICAL LIGHTING CONTROLS	8,500.00

SUBTOTAL: = **$** 1,071,932.41

GENERAL CONTRACTOR COSTS:

G.C. OVERHEAD (SUPERVISION) = **$** 15,000.00

G.C. PROFIT = **$** 108,693.24

TOTAL BID PROPOSAL: = **$** 1,195,625.65

ALTERNATES

ALTERNATE 1:

Install Acoustical Drop Ceiling in Sales Area in lieu of Open Ceiling, Solatube/Skylights & Spiral Ductwork

(DROP CEILING, MECH. DUCTBOARD & GRILLES) = $ 85,038.38 Add/(Deduct)

(CREDIT: PAINTING, MECHANICAL, ELECTRICAL, ROOFING, SOLATUBE) = $ 157,837.87 Add/(Deduct)

ALTERNATE 2:

Install underground electrical circuit to the propane pad along with underground circuit for Light Pole. Provide concrete pole base, light pole and fixture to match existing project standard

= $ 10,980.48 Add/(Deduct)

ALTERNATE 3:

Install Boutique Millwork "Turn-Key"

= $ 7,500.00 Add/(Deduct)

ALTERNATE 4:

Install Power & Data Circuits to POS Counters, Helpful HUB/Paint Counters & Paint/Electrical/Tools/Housewares/Lawn Garden Fixtures

= $ 15,998.40 Add/(Deduct)

ALTERNATE 5:

TENSOSHADE (Garden Area) = $ 58,760

EXHIBIT “B”

PLANS & SPECIFICATIONS
“APPROVED”
DATED
10/01/25

INDEX OF DRAWINGS

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A1.3A	ALTERNATE REFLECTED CEILING PLAN	10/01/25				
A1.4	POWER PLAN	10/01/25				
A1.5	FINISH FLOOR PLAN	10/01/25				
A2.1	ELEVATION	10/01/25				
A2.2	DETAILS	10/01/25				
A2.3	DETAILS	10/01/25				
A3.1	INTERIOR ELEVATIONS/SECTIONS	10/01/25				
A3.2	INTERIOR ELEVATIONS/SECTIONS	10/01/25				
SP1	SPECIFICATIONS	10/01/25				
SP2	SPECIFICATIONS	10/01/25				
SP3	SPECIFICATIONS	10/01/25				
SP4	SPECIFICATIONS	10/01/25				
SP5	SPECIFICATIONS	10/01/25				
STRUCTURAL ENGINEER – AXIS STRUCTURAL						
S-1.1	FOUNDATION PLAN	10/01/25				
S-1.2	ROOF FRAMING PLAN	10/01/25				
S-2.1	STRUCTURAL WALL ELEVATIONS	10/01/25				
S-2.2	TYPICAL STRUCTURAL SECTIONS AND DETAILS	10/01/25				
MECHANICAL, ELECTRICAL, & PLUMBING – NRG ENGINEERING						
	MECHANICAL SPECIFICATIONS	10/01/25				
~~M1.0~~	MECHANICAL FLOOR PLAN	10/01/25				
~~M1.1~~	MECHANICAL ROOF PLAN	10/01/25				
~~M1.2~~	MECHANICAL SCHEDULES	10/01/25				
~~M2.1~~	MECHANICAL DETAILS	10/01/25				
~~M3.1~~	ELECTRICAL LIGHTING PLAN	10/01/25				
~~E0.1~~	ELECTRICAL LIGHTING PLAN	10/01/25				
~~E1.1~~	ELECTRICAL POWER PLAN	10/01/25				
~~E2.2~~	ENLARGED POWER PLAN	10/01/25				
~~E2.1~~						
E3.1	ELECTRICAL ROOF PLAN	10/01/25				
E4.1	SPECIAL SYSTEMS PLAN	10/01/25				
E5.1	ELECTRICAL ONE-LINE DIAGRAM	10/01/25				
E5.2	ELECTRICAL PANEL SCHEDULES	10/01/25				
E6.1	ELECTRICAL SPECIFICATIONS	10/01/25				
E6.2	ELECTRICAL DETAILS	10/01/25				
E7.1	ALTERNATE LIGHTING PLAN	10/01/25				
E7.2	ALTERNATE PANEL SCHEDULE	10/01/25				
P0.1	PLUMBING SPECIFICATIONS	10/01/25				
P0.2	PLUMBING LEGEND AND NOTES	10/01/25				
P1.1	PLUMBING DWV FLOOR PLAN	10/01/25				
P1.2	PLUMBING WATER/GAS FLOOR PLAN	10/01/25				
P2.1	PLUMBING SCHEDULES	10/01/25				
P3.1	PLUMBING DETAILS	10/01/25				
P4.1	PLUMBING RISER DIAGRAMS	10/01/25				

EXHIBIT “C”

ADDENDUM

OCTOBER 9, 2025

BUFFALO HEIGHTS
ACE Hardware Interior Finish Out
813 Cibolo Valley Drive, Suite 166
Cibolo, Texas 78108

ADDENDUM 1

BID PACKAGE

Bid Form

1. See attached REVISED Bid Form with “Canvas Tension & Shade” structure added.

ARCHITECTURAL

Sheet A1.1

1. Sunscreen Roof shall be a “Canvas Tension & Shade” structure per the Attached plan & concept sheets. 4” decorative fence post T shade structure connections to be 16’- 0” from finished grade. Shade structure connections at concrete tilt-wall to be at 18’- 0” from finished grade.

END ADDENDUM-1

BUFFALO HEIGHTS
ACE Hardware Landlord's Work Improvements
813 Cibolo Valley Drive, Suite 166
Cibolo, Texas 78108

PROPOSAL FORM

ATTENTION: John R. Roy
Buffalo Heights – Cibolo Developer, Ltd.
Phone: (210) 865-8350
Email: john@fulcrumsa.com

Re: **BUFFALO HEIGHTS**
ACE Hardware Landlord's Work Improvements

BID PROPOSAL FOR:

1 The undersigned BIDDER proposes and agrees, if this Bid is Accepted, to enter into an agreement with OWNER, to perform and furnish all General Construction Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Bidding Requirements. This Bid will remain subject to acceptance for thirty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the other documents required by the Bidding Documents within fifteen days after receipt of the Agreement from Owner.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No: ____ Date: _____
No: ____ Date: _____
No: ____ Date: _____

b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

c. BIDDER has given ARCHITECT notice of all conflicts, errors, or discrepancies in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to BIDDER.

d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work for the lump sum of:

   Base Bid _____ Dollars ($_____)
   (Use words) (Figures)

5. BIDDER shall commence work within _____ Calendar days after receipt of Notice to proceed. BIDDER agrees that the Work will be Substantially Complete in _____calendar days from date of Notice to Proceed.

6. PERMITS AND FEES: This Bid contains all trade permit and inspection fees, and all temporary connection, tap, and permit fees and charges due utility companies, and all other fees, charges, and other monies due to utility companies, local authorities, and other authorities having jurisdiction in connection with the construction of the project.

7. BID PROPOSAL BREAKDOWN (SEE ATTACHED)

SIGNED: _____

Seal if a Corporation _____

_____
Address

_____
City State Zip Code

Bidder's Initials_____

BUFFALO HEIGHTS
ACE Hardware Landlord's Work Improvements
813 Cibolo Valley Drive, Suite 166
Cibolo, Texas 78108

BID PROPOSAL BREAKDOWN

GENERAL CONDITIONS $_____

CONCRETE DEMOLITION:
- TILT-WALL PANELS OPENINGS _____
- SLAB REMOVAL FOR UG PLUMBING ROUGH-IN _____

CONCRETE:
- RAMPS @ GARDEN CENTER _____
- SIDEWALK @ GARDEN CENTER _____
- CONC. PAD FOR PROPANE TANK _____
- BLDG. SLAB PLUMBING POUR-BACK _____

METALS:
- STONG-BACKS @ NEW TILT-WALL OPENINGS _____
- ANGLE FRAMES @ DECKING FOR RTU'S _____
- PIPE BOLLARDS _____
- LIGHT-GAUGE METAL FRAMING _____
- CHAIN LINK FENCING @ OUTDOOR STORGAE & GARDEN CENTER _____

WOODS & PLASTICS:
- ROUGH CARPENTRY/WALL BLOCKING _____
- BREAKROOM MILLWORK BASE & WALL CABINETS _____
- BREAKROOM COUNTERTOPS – P.LAM _____
- RESTROOM COUNTERTOPS – SOLID SURFACE _____

THERMAL & MOISTURE:
- BATT WALL INSULATION _____
- MEMBRANE ROOFING/FLASHING OF RTU CURBS & PLUMBING VENTS _____
- SOLATUBE/SKYLIGHT CURB FLASHING _____
- JOINT SEALANTS _____

DOORS & WINDOWS:
- HOLLOW METAL DOORS & FRAMES _____
- SOLID CORE WOOD DOORS _____
- DOUBLE ACTING IMPACT TRAFFIC DOORS _____
- ELECTRIC COILING OH DOOR _____
- STANLEY DURA-GLIDE 2000 AUTOMATIC DOORS:
  - MAIN ENTRANCE _____
  - GARDEN CENTER _____
- SLIDING GATES @ OUTDOOR STORAGE _____
- GATES WITH PANIC HARDWARE @ GARDEN CNTR _____
- FINISHED HARDWARE _____

FINISHES:
- WALLS:
  - GYPSUM WALL BOARD _____
  - TAPE/FLOAT _____
  - PAINTING _____

FINISHES (CONT.):

FLOORING:

DIAMOND POLISHED CONCRETE _____
DUST-PROOF SEALED CONCRETE _____
PORCELAIN TILE _____
VINYL COVER BASE _____
WOOD BASE _____

CEILING:

EXPOSED STRUCTURE/PAINT _____
ACOUSTICAL DROP CEILING/TILES & GRID _____

SPECIALTIES:

TOILET PARTITIONS _____
TOILET ACCESSORIES/GRAB BARS _____
RESTOOM SIGNAGE _____
FIRE EXTINGUISHERS _____
SOLATUBE/SKYLIGHTS _____
CANVAS TENSION & SHADE STRUCTURE @ _____
GARDEN CENTER

FIRE SPRINKLER & FIRE ALARM:

SPRINKLER DROPS & HEADS _____
DUCTWORK DETECTOR INTEGRATION _____

PLUMBING:

WATER _____
SANITARY SEWER _____
HVAC CONDENSATE DRAIN LINES _____
WATER HEATER _____
MOP SINK _____
DRINKING FOUNTAINS _____
RESTROOM FIXTURES _____
BREAKROOM FIXTURES _____
WALL HYDRANTES _____

MECHANICAL:

RTU'S _____
SPIRAL DUCTWORK _____
RECTANGULAR DUCTWORK _____
DIFFUSERS _____
THERMASTATS/TEMPERATURE CONTROLS _____
SMOKE/DUCT DETECTORS _____
EXHUAST FANS FOR RESTROOMS _____
TEST & BALANCE _____

ELECTRICAL:

METER LOOP DISCONNECT SERVICE		_____
DISTRIBUTION SYSTEM/PANELS		_____
ELECTRICAL FIXTURES		_____
ELECTRICAL LIGHTING CONTROLS		
SUBTOTAL: =		**$**

GENERAL CONTRACTOR COSTS:

G.C. OVERHEAD	=	**$**
G.C. PROFIT	=	**$** _____
TOTAL BID PROPOSAL: =		**$**

ALTERNATES

ALTERNATE 1:

Install Acoustical Drop Ceiling in Sales Area in lieu of Open Ceiling, Solatube/Skylights & Spiral Ductwork

= $_____ Add/(Deduct)

ALTERNATE 2:

Install underground electrical circuit to the propane pad along with underground circuit for Light Pole. Provide concrete pole base, light pole and fixture to match existing project standard

= $_____ Add/(Deduct)

ALTERNATE 3:

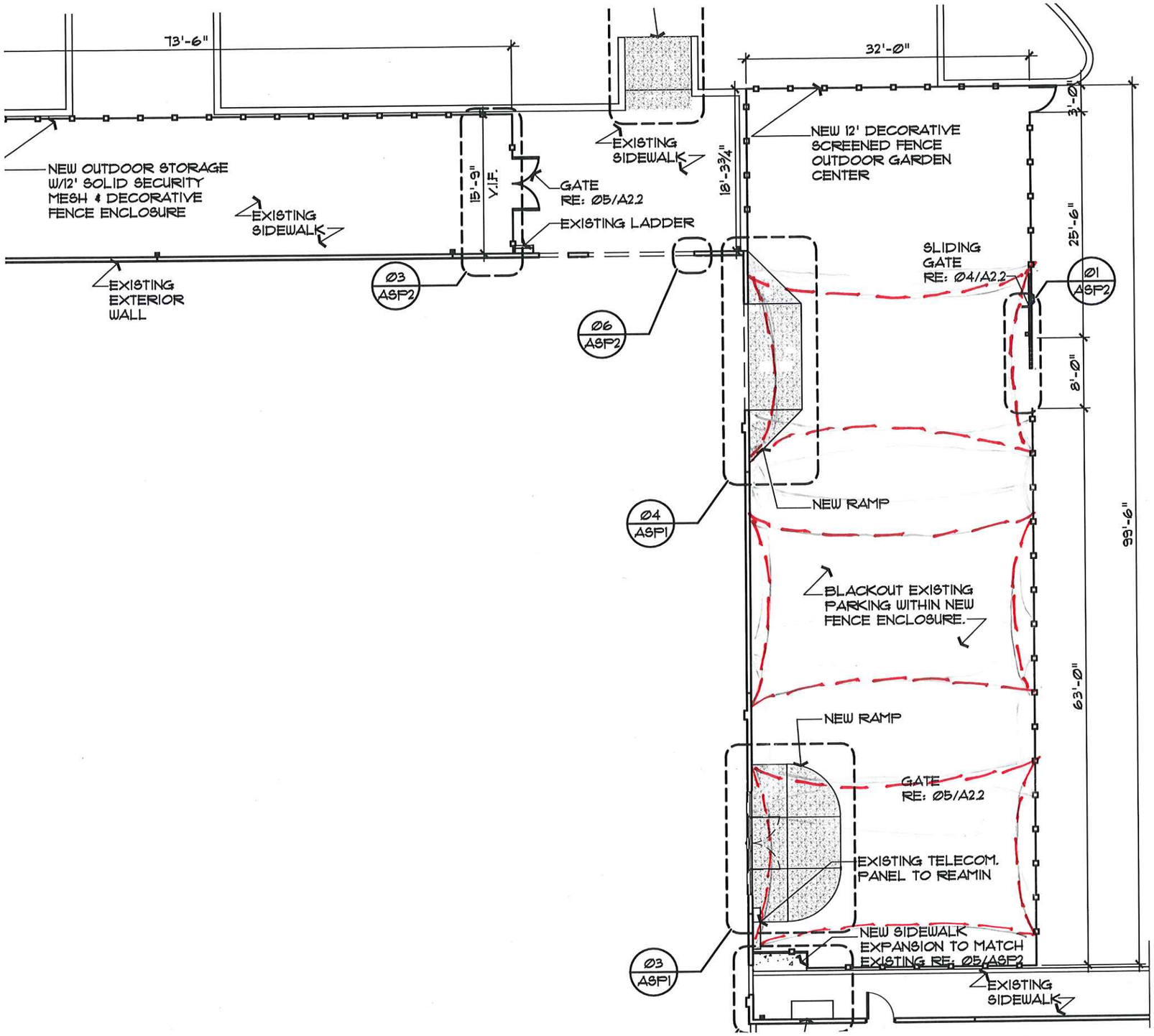
Install Boutique Millwork "Turn-Key"

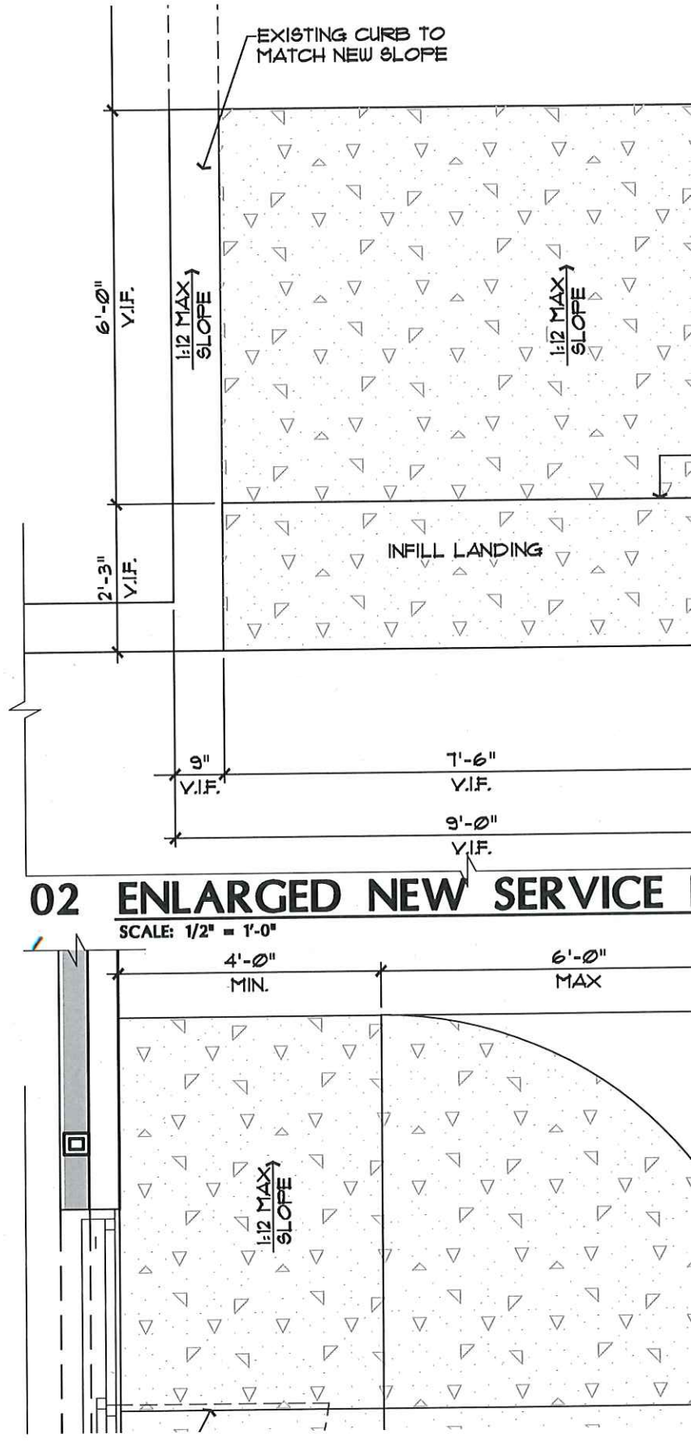
= $_____ Add/(Deduct)

ALTERNATE 4:

Install Power & Data Circuits to POS Counters, Helpful HUB/Paint Counters & Paint/Electrical/Tools/Housewares/Lawn Garden Fixtures

= $_____ Add/(Deduct)





02 ENLARGED NEW SERVICE

SCALE: 1/2" = 1'-0"

TENSION & SHADE STRUCTURES

- **Restaurants**
- **Office Building**
- **Parks**
- **Museums**
- **Sports Arenas**

Tension/Tensile Structures:

- Anchored at 4 or More Connection Points
- Connection Points Vary in Heights
- Can Be Combined With a Solid Frame
- Create Playful Twist In Fabrics

Typical Hardware Includes:

- Posts Or Other Connection Points
- Turnbuckle (Stainless Or Galvanized)
- Connection Ring

Fabric Components:

- Typically Consists Of A Mesh Material
  - Ferrari Soltis
  - Poly Fab
  - Alnet
  - Monotec

Webbing Edge Or Cable Edge

- Determined By Size of Unit
- D- Rings

Shade Sails:

- Typically Contains 3 Connections Points
- If More Than 3 Points Then All Points Exist On The Same Plane
- Typically Triangular in Shape
- Use Multiple Units for Increase Shade Protection
- Less Sq. Footage Than a Tension Structure

Structure:

- Shade Structure
- Webbing Edge
- Stainless Steel D-Ring
- Stainless Steel Turnbuckles
- Triax –Bolt System
- 6”Diameter Steel Post (Painted)
- Corner Wall Bracket
- Wall Bracket

ALNET AMERICAS

ALNET AMERICAS

EXTRABLOCK

EXTRABLOCK

Designed for strength and durability, Alnet's Extrablock shadecloth protects against all of nature's extremes. It meets the highest standards and is knitted to be dimensionally stable for easy fabrication. Extrablock also comes in 18 California Fire Marshall approved colors and is backed by a 10-year warranty to demonstrate our dedication to quality, durability and safety.

CERTIFICATIONS

REGISTERED STATE OF CALIFORNIA STATE FIRE MARSHAL FLAME RETARDANT F-94501 · NFPA 701 · ASTM E84 TESTING · UP TO 98% UVR PROTECTION · 100% RECYCLABLE · SABS APPROVED · verified BEE rating

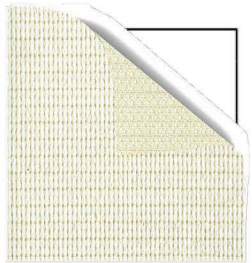
10 Year Warranty

ALNET is the leading innovator in synthetic textile and netting material production for the world's ***architectural, agricultural, aquacultural*** and ***industrial industries.***

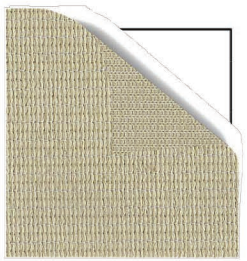
For more information, please contact **protect@AlnetAmericas.com** or visit us at **www.AlnetAmericas.com**

Properties	Mass	Thickness	Fabric Width	Strip Tensile		Elongation at Break		Tearing Strength - Tongue Tear		Burst Strength	Burst Strength	Air Permeability	Temp. Stability
Test Method	ASTM 3776	ASTM 1777	ASTM 3774	ASTM D 5034		ASTM D 4595-87		ASTM D 2261		ASTM 3787 Ball	ASTM 3786 Mullen	ASTM D704	
				Warp	Weft	Warp	Weft	Warp	Weft			cmf/ft2	
US	9.6 oz/yd	50.4 mil	118 in.	278 lbf	340 lbf	71%	74%	33 lbs	36 lbs	363 lb	460 psi	263.5	-13°F +176°F
Metric	325 gsm	1.28mm	3 m	1236 N	1512 N	71%	74%	147 N	160 N	1615 N	3172 kPa		-25°C +80°C

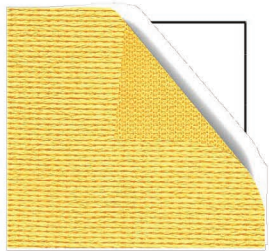
Colors	UPF	UVR	Shade Factor	Fire Retardancy	Flame Resistance
Cream	13	92%	74%	Yes	ASTM E-84
Beige	33	97%	87%	Yes	ASTM E-84
Yellow	16	94%	76%	Yes	ASTM E-84
Red	29	97%	86%	Yes	ASTM E-84
True Blue	14	93%	89%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Forest Green	24	96%	94%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Silver	19	95%	93%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Sunblaze	14	94%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Latte	18	95%	90%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Bottle Green	16	94%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Charcoal	20	96%	94%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Midnight	33	98%	98%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Mint Green	18	95%	93%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Dove Blue	13	93%	90%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Oxide Red	14	93%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Pearl Onyx	16	94%	86%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Purple	16	94%	86%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Olive	26	97%	96%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Brown	19	95%	93%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Navy Blue	23	96%	96%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Lime	18	95%	79%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Hazelnut	18	95%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84



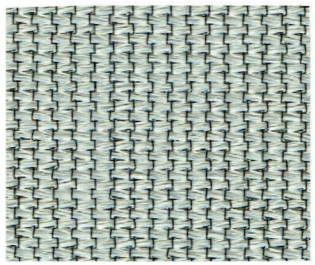
CREAM



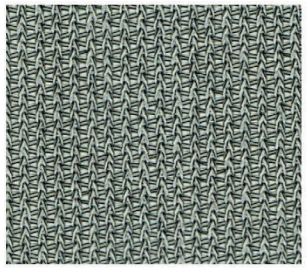
BEIGE



YELLOW

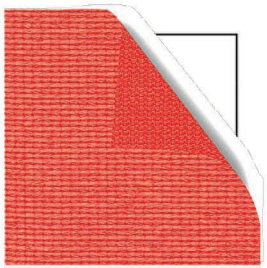


PEARL ONYX *
A-SIDE

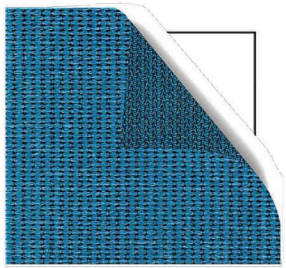


PEARL ONYX *
B-SIDE

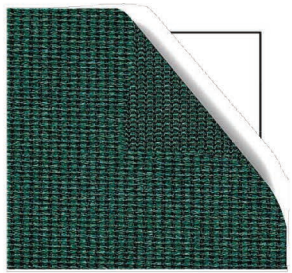
* THESE COLORS WILL HAVE A DARKER B-SIDE CREATING DUAL SIDED COLORS



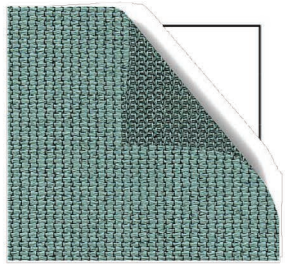
RED



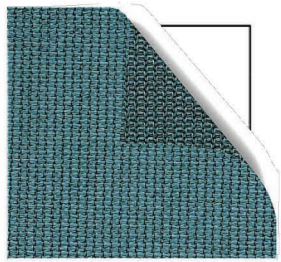
TRUE BLUE *



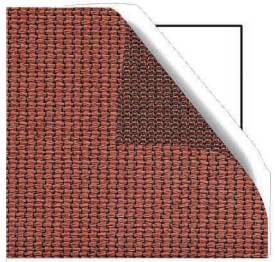
FOREST GREEN *



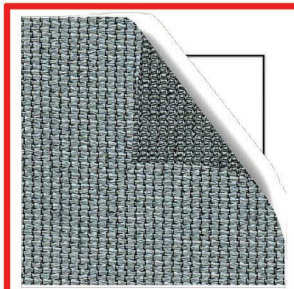
MINT GREEN *



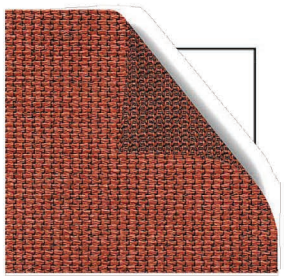
DOVE BLUE *



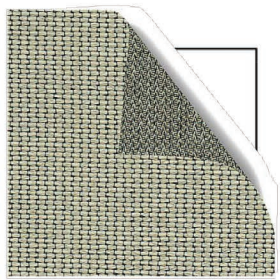
OXIDE RED *



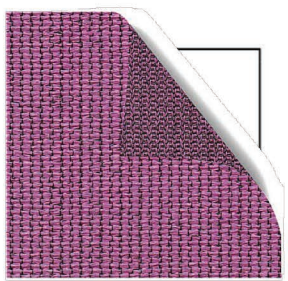
SILVER *



SUNBLAZE *

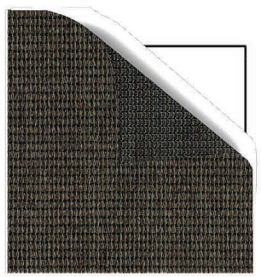


LATTE *

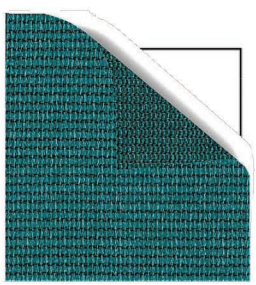


PURPLE *

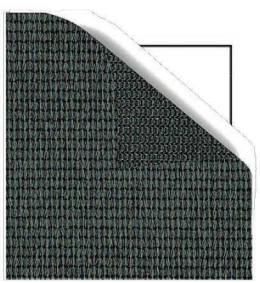
OLIVE *



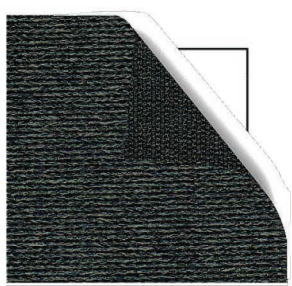
BROWN *



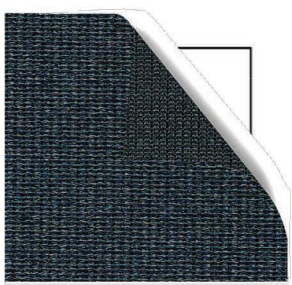
BOTTLE GREEN *



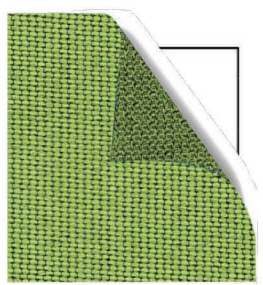
CHARCOAL *



MIDNIGHT *



NAVY BLUE *



LIME *

HAZELNUT *

NEW

OCTOBER 13, 2025

BUFFALO HEIGHTS
ACE Hardware Interior Finish Out
813 Cibolo Valley Drive, Suite 166
Cibolo, Texas 78108

ADDENDUM 2

ARCHITECTURAL
Sheet ASP1
Detal 03 & 04

1. Are new ramps to be built from Concrete or Asphalt? Bid form indicates concrete, plans state asphalt, please clarify.

Response: New ramps are to be concrete.

ARCHITECTURAL
Sheet ASP1
Detal 01

1. At Garden Center, note states "blackout existing parking within ne fence enclosure". Please clarify the intent of this note, should entire surface receive new sealcoating?

Response: "Blackout" striping only within the limits of the fence enclosure. NO sealcoating

ARCHITECTURAL
Sheet A1.1

1. Note by Storage 202 states "infill existing door to match existing wall". Can this be furred over, or does the door need to be removed and concrete infill done?

Response: Weld door shut. Caulk door to frame and furr over the inside of the door opening.

STRUCTURAL
Sheet S-2.1

1. Tilt wall panel opening on BP12 is not shown as receiving any strong-backs, despite being the largest opening. Is this correct?

Response: That's correct. BP12 does not require strong-backs due to the proximity of the existing pilaster at column line 3.

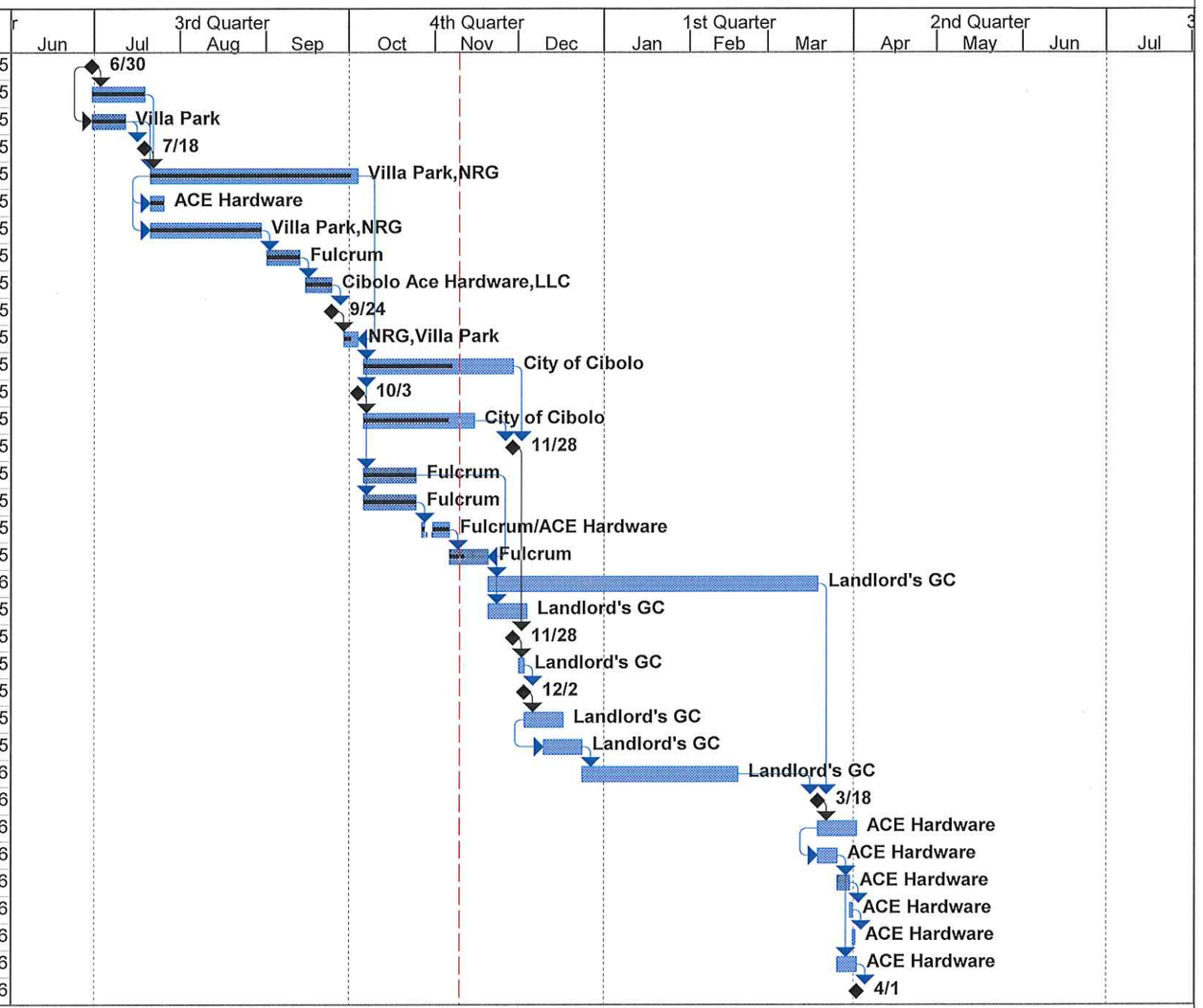
END ADDENDUM-2

EXHIBIT “D”

PROJECT SCHEDULE

BUFFALO HEIGHTS
ACE Hardware Landlord & Tenant's Work Improvements

ID	Task Name	Duration	Start	Finish
1	**Lease Execution**	0 wks	Mon 6/30/25	Mon 6/30/25
2	Secure Fee Proposals for Architectural & MEP Plans	3 wks	Mon 6/30/25	Fri 7/18/25
3	Prepare Preliminary Fixture/Floor Plan	2 wks	Mon 6/30/25	Fri 7/11/25
4	Receive Approved Site Specific Preliminary Fixture/Floor Plan	0 wks	Fri 7/18/25	Fri 7/18/25
5	**Construction Document Development (CD's)**	11 wks	Mon 7/21/25	Fri 10/3/25
6	Coordinate Final/Approved Fixture Plan with ACE Hardware	1 wk	Mon 7/21/25	Fri 7/25/25
7	Prepare 90% Construction Documents	6 wks	Mon 7/21/25	Fri 8/29/25
8	Landlord Review 90% Check Set	2 wks	Mon 9/1/25	Fri 9/12/25
9	Tenant & ACE Hardware Review 90% Check Set	1.5 wks	Mon 9/15/25	Wed 9/24/25
10	Receive Approval of 90% Construction Documents	0 days	Wed 9/24/25	Wed 9/24/25
11	Finalize Site & Shell CD's	1 wk	Mon 9/29/25	Fri 10/3/25
12	**Permitting**	8 wks	Mon 10/6/25	Fri 11/28/25
13	Submit CD's to City of Cibolo for Building Permit	0 days	Fri 10/3/25	Fri 10/3/25
14	City of Cibolo Building Permit Review	6 wks	Mon 10/6/25	Fri 11/14/25
15	City of Cibolo Issue Building Permit for Landlord & Tenant Improvements	0 days	Fri 11/28/25	Fri 11/28/25
16	**Bidding/Cost Sharing Agreement/Contracting**	3 wks	Mon 10/6/25	Fri 10/24/25
17	Bidding	3 wks	Mon 10/6/25	Fri 10/24/25
18	Review Bidding	1 wk	Mon 10/27/25	Wed 11/5/25
19	Prepare Contract with GC	2 wks	Thu 11/6/25	Wed 11/19/25
20	**Construction**	17 wks	Thu 11/20/25	Wed 3/18/26
21	Issue Submittals for Approval	2 wks	Thu 11/20/25	Wed 12/3/25
22	Issue NTP to GC for Landlord & Tenant Improvements	0 days	Fri 11/28/25	Fri 11/28/25
23	Layout Walls	2 days	Mon 12/1/25	Tue 12/2/25
24	Inspect/Approve Layout of Walls	0 days	Tue 12/2/25	Tue 12/2/25
25	Construct Metal Stud Framed Walls	2 wks	Wed 12/3/25	Tue 12/16/25
26	Electrical/Data & Plumbing Wall Rough-In	2 wks	Wed 12/10/25	Tue 12/23/25
27	Construct Balance of Landlord & Tenant Improvements	8 wks	Wed 12/24/25	Tue 2/17/26
28	**Substantial Completion of Landlord's Work**	0 days	Wed 3/18/26	Wed 3/18/26
29	**ACE Hardware FFE**	2 wks	Thu 3/19/26	Wed 4/1/26
30	Fixture Install	1 wk	Thu 3/19/26	Wed 3/25/26
31	POS/IT/Data Install	0.5 wks	Thu 3/26/26	Mon 3/30/26
32	Interior Signage Install	0.2 wks	Mon 3/30/26	Tue 3/31/26
33	Exterior Signage Install	0.2 wks	Tue 3/31/26	Wed 4/1/26
34	Merchandise/Stock Store	1 wk	Thu 3/26/26	Wed 4/1/26
35	**Open for Business**	0 days	Wed 4/1/26	Wed 4/1/26



Project: ACE Hardware mprovements

Date: November 10, 2025

Task	External Milestone	Duration-only	External Milestone		
Split	Inactive Task	Manual Summary Rollup	Progress		
Milestone	Inactive Milestone	Manual Summary	Deadline		
Summary	Inactive Milestone	Start-only			
Project Summary	Inactive Summary	Finish-only			
External Tasks	Manual Task	External Tasks			

EXHIBIT “E”

OWNER’S FORMS

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project_____

Job No._____

On receipt by the signer of this document of a check from_____
_____(maker of check)
in the sum of $_____payable to _____
_____(Payee or payees of check)
and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim for payment rights for persons in the signer's position that the signer has on the property of_____(owner)
located at _____(location)
to the following extent: _____
_____(job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____
(person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

[The remainder of this page is intentionally left blank.]

Date_____

_____
(Company Name)

_____
(Signature)

Printed Name:_____

STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20___.

Notary Public in and for the State of _____

My Commission Expires:

_____

NOTICE

THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project _____

Job No._____

The signer of this document has been paid and has received a progress payment in the sum of $_____ for all labor, services, equipment, or materials furnished to the property or to _____

_____(person with whom signer contracted) on the property of _____

_____(owner) located at _____(location) to the following extent: _____

_____(job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal stature, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or stature related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____

_____(person with whom signer contracted) as indicated in the attached statements(s) or progress payment requests(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment requests(s).

Date_____

_____
(Company Name)

_____
(Signature)

Printed Name:_____

STATE OF _____)

)

COUNTY OF _____)

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20___.

Notary Public in and for the State of _____

My Commission Expires:

_____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project_____

Job No._____

On receipt by the signer of this document of a check from_____ _____(maker of check) in the sum of $_____payable to _____(payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim for payment rights for persons in the signer's position that the signer has on the property of _____ _____(owner) located at _____ (location) to the following extent: _____ _____job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

[The remainder of this page is intentionally left blank.]

Date_____

_____
(Company Name)

_____
(Signature)

Printed Name:_____

STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20___.

Notary Public in and for the State of _____

My Commission Expires:

_____

NOTICE

THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project_____

Job No._____

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to _____
_____
(person with whom signer contracted) on the property of _____
_____(owner)
located at _____
_____(location)
to the following extent: _____
_____(job description).
The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim or payment, and any rights under any similar ordinance, that covers the funds for which the original contractor is requesting payment; and

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

[The remainder of this page is intentionally left blank.]

Date_____

_____

(Company Name)

_____

(Signature)

Printed Name:_____

STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20___.

Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT “F”

NOTICE TO PROCEED NO.1
LIMITED NOTICE TO PROCEED

John R. Roy
Vice President of Construction
O: 210.593.0777 x 415
M: 210.865.8350
john@fulcrumsa.com
fulcrumsa.com

December 2, 2025

Mr. Fabian Castillo Jr.
President
Fabian's Construction, LLC
831 Fulton Ave.
San Antonio, Texas 78212

Via Email: fcastillojr24@aol.com

Re: **Buffalo Heights**
813 Cibolo Valley Drive, Suite 166
Cibolo, Texas 78108
ACE Hardware Landlord & Tenant's Work Improvements – Limited Notice to Proceed No.1

Dear Fabian,

Let this letter serve as **Limited Notice to Proceed** for the Landlord and Tenant's Work improvements for the above named project pursuant to the AIA 105 Short Form Contract dated December 2, 2025. Work associated with procuring submittals, materials, demolition & wall layout may officially proceed on **Wednesday, December 3, 2025.** All remaining work can proceed upon issuance of a Building Permit. If you have any questions or disagree with anything contained herein this letter, please feel free to call me. I look forward to working with you and your team.

Sincerely,
Buffalo Heights-Cibolo Developers, Ltd.
c/o Fulcrum Development, It's Agent

John R. Roy

John R. Roy
Vice President of Construction

c.: Michael Eklund
Benjamin Dreszer
Zach Braha
Sally Cabrera
Mark Neville/Shannon Callahan
Contract File

BUFFALO HEIGHTS
Final Cost Sharing Breakdown

Prepared by:

Fulcrum Development
10003 NW Military Hwy, Suite 2205
San Antonio, Texas 78231
(210) 593-0777 Ext. 415

December 2, 2025

Subtotal - Fabian's Construction Contract Breakdown:
(No Fencing, No Mechanical & Lighting VE Credit)

• Landlord Share (77.73%)	$ 930,608.66
• Tenant's Share (22.31%)	$ 267,256.38
Total Construction Cost:	$1,197,865.04

Fencing Cost Sharing Breakdown:

• Landlord Share (77.73%)	$ 40,186.41
• Tenant's Share (22.31%)	$ 11,513.59
Total Construction Cost:	$ 51,700.00

Mechanical VE Cost Credit Sharing Breakdown:

• Landlord Share (77.73%)	($ 26,039.55)
• Tenant's Share (22.31%)	($ 7,460.45)
Total Construction Cost:	($ 33,500.00)

Lighting VE Cost Credit Sharing Breakdown:

- Landlord Share (77.73%) ($ 54,411.00)
- Tenant's Share (22.31%) ($ 15,589.00)

Total Construction Cost: ($ 70,000.00)

Total - Fabian's Construction Contract Breakdown:

- Landlord Share (77.68%) $ 890,344.52
- Tenant's Share (22.32%) $ 255,720.52

Total Construction Cost: $1,146,065.04

Buffalo Heights-Cibolo Developers, Ltd.
a Texas limited partnership
LANDLORD

By: Buffalo Heights-Cibolo GP, LLC
a Texas limited liability company

Its: General Partner

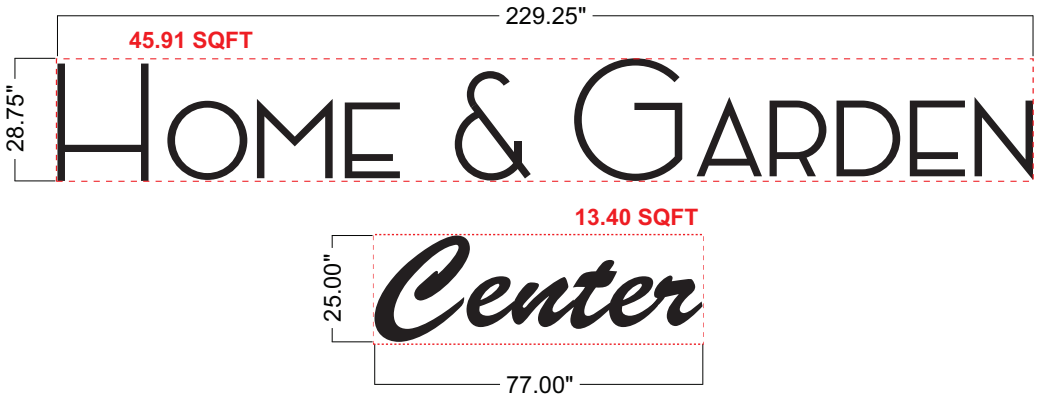
By: _____
Benjamin Dreszer/Manager

Cibolo Ace Hardware, LLC
A Texas limited liability company
TENANT

By: _____
Michael C. Eklund/Managing Director

By: _____
Shannon Colleen Eklund/Managing Director

ACE Hardware
813 Cibolo Valley Drive
Cibolo, TX
78108



EXISTING CONDITIONS

Channel Letters - Raceway Mount

Quantity:
1
Trim:
1" Black Gemtrim
Return Color:
Black
Face:
1/8" White Acrylic w/ Applied Vinyl
Vinyl Color:
As in drawing
Letter Interior:
Gloss White
Internal Illumination:
White LED's
Raceway Color:
To Match Facade
Raceway Size:
4" x 7" 0.125 Extruded Aluminum
Mounting:
Hanging Bars Flush to Fascia

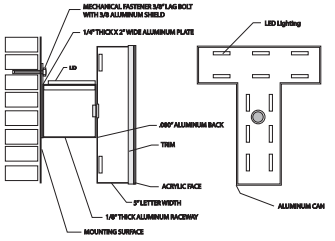
THIS TOTAL IS ONLY ALLOWED IF THE BUILDING IS CONSIDERED SINGLE NONRESIDENTIAL BUILDING

Sq. Ft. Signage:
H & G - 45.91
Center - 13.40
TOTAL - 59.31

Sq. Ft. Allowance:
60 sq ft for single nonresidential building.
48 sq ft for Multi-tenant/complex building

THE CITY CODE ALLOWS ONLY 1 SIGN PER TENANT FACADE

Detail



Claude Ballbe - CM	claude@signsunlimitedusa.com	Approval Signature:
919-552-8689	www.signsunlimitedusa.com	Please check all spelling, quantities, colors, and materials before approving
02.20.26	Underwriters Laboratories Inc.® LISTED UL File #E225670	Notes: **NEED SURVEY TO CONFIRM SCALE PRIOR TO MANUFACTURE**

SIGNS UNLIMITED communicate your identity
6801 Mount Hermon Church Rd, Building C
Durham, NC 27705

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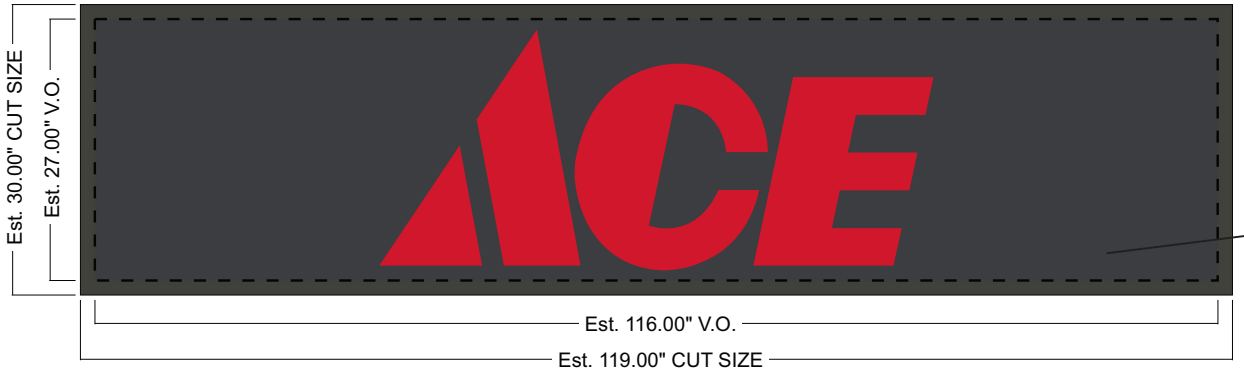
ACE Hardware
813 Cibolo Valley Drive
Cibolo, TX
78108

Pylon Panel - Acrylic



Quantity:
2

Material:
3/16" White Polycarbonate
w/ Applied Vinyl

Vinyl Colors:
As in Drawing
Panel background color
3M Dark Gray 41.

Mounting:
Into Existing Cabinet

Sq. Ft. Signage:
24.79 Each
Sq. Ft. Allowances:
N/A - Using existing

Claude Ballbe - CM	claude@signsunlimitedusa.com	Approval Signature:
919-552-8689	www.signsunlimitedusa.com	
02.18.26	Underwriters Laboratories Inc.® LISTED UL File #E225670	Notes: **NEED SURVEY TO CONFIRM SCALE PRIOR TO MANUFACTURE**

Please check all spelling, quantities, colors, and materials before approving

SIGNS UNLIMITED
communicate your identity
6801 Mount Hermon Church Rd, Building C
Durham, NC 27705

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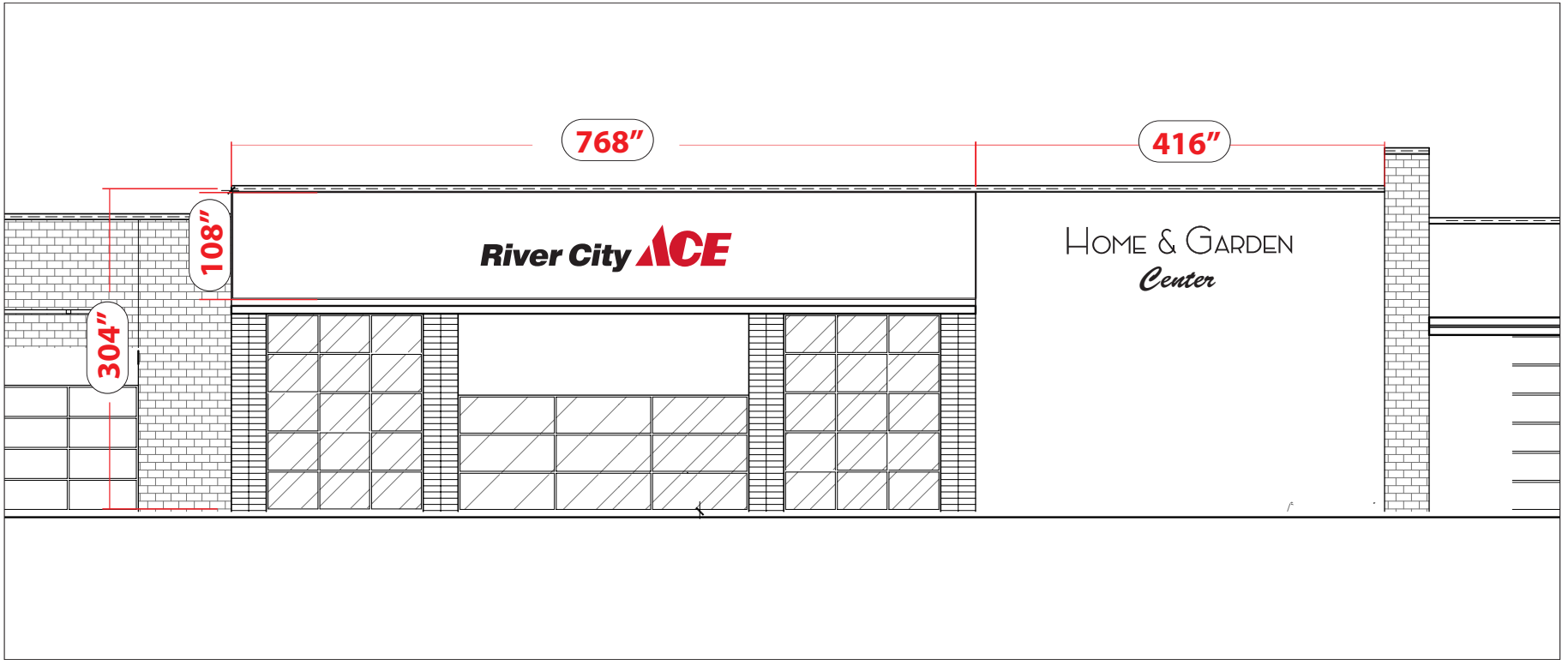
ACE Hardware
813 Cibolo Valley Drive
Cibolo, TX
78108

WEST ELEVATION



Claude Ballbe - CM	claude@signsunlimitedusa.com	Approval Signature:	Please check all spelling, quantities, colors, and materials before approving
919-552-8689	www.signsunlimitedusa.com		
02.18.26	Underwriters Laboratories Inc.® LISTED UL File #E225670	Notes: **NEED SURVEY TO CONFIRM SCALE PRIOR TO MANUFACTURE**	

SIGNS UNLIMITED
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6801 Mount Hermon Church Rd, Building C
Durham, NC 27705

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Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

January 14, 2026

Hajjar Peters, LLP

Hajjar Peters, LLP
3144 Bee Caves Road
Austin, TX 78746 USA

RE: Cibolo Ace Hardware, LLC
File Number: 806024572

Assumed Name:
River City ACE

File Date: 01/14/2026

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Cibolo Ace Hardware, LLC
File Number: 806024572
Assumed Name:
River City ACE

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 01/14/2026

Effective: 01/14/2026

Jane Nelson
Secretary of State

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 806024572 1/14/2026
Document #: 1549430220002
Image Generated Electronically
for Web Filing

ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

River City ACE

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

Cibolo Ace Hardware, LLC

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is : **01/09/2036**

5. The entity is a : **Domestic Limited Liability Company (LLC)**

6. The entity's principal office address is:

813 Cibolo Valley Rd., Ste. 166, Cibolo, TX, USA 78108

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

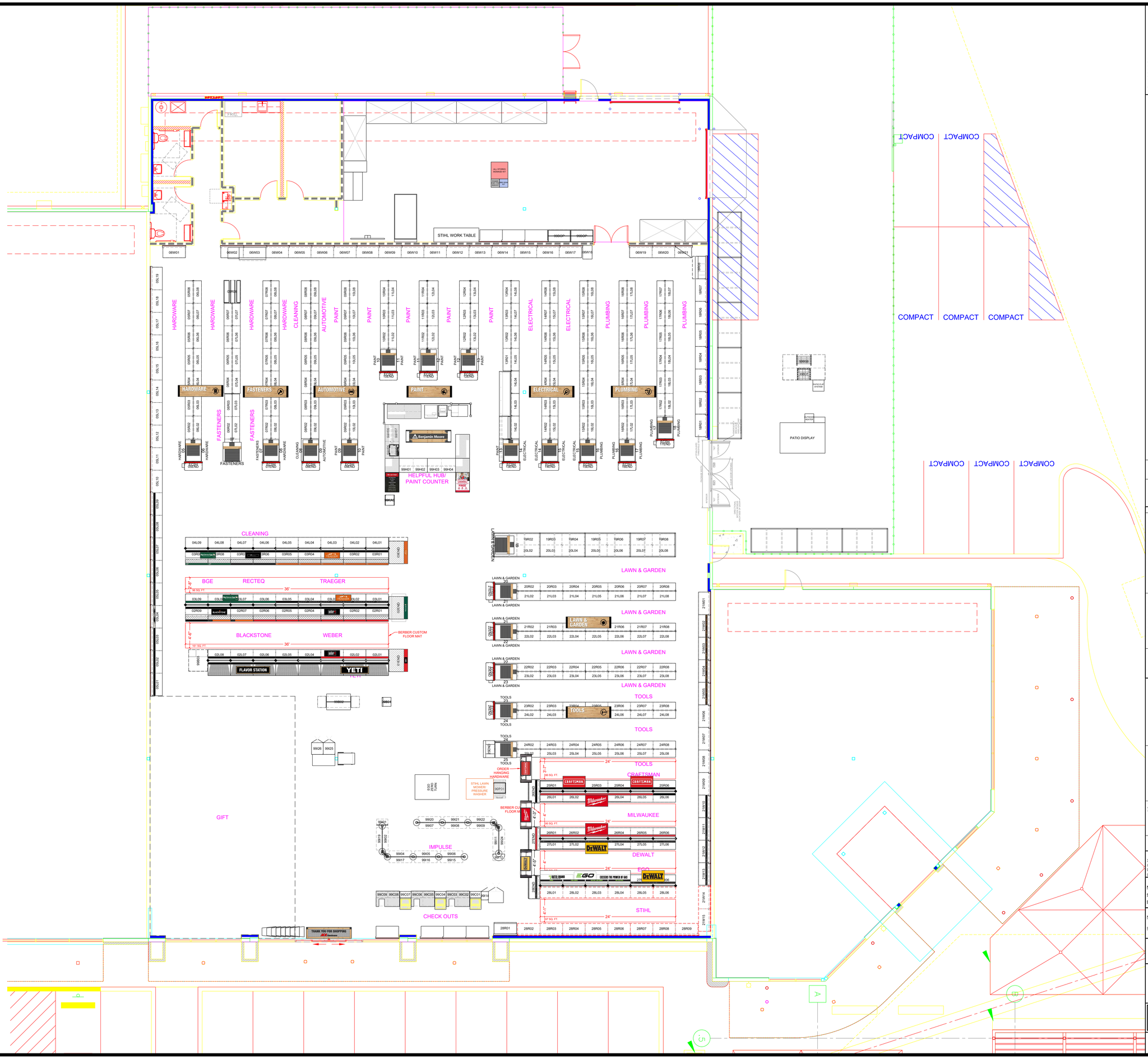
8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Cibolo Ace Hardware, LLC
Name of the entity

By: **Mark Avery, Attorney-In-Fact for Cibolo Ace Hardware, LLC**

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

FILING OFFICE COPY



ACE HARDWARE CORPORATION (ACE) PROVIDES THESE PLANS TO ASSIST RETAILER WITH ITS MERCHANDISE STORE DESIGN AND LAYOUT ACTIVITIES. THESE PLANS ARE BY AND BE USED OR INTERPRETED BY RETAILER'S DISCRETION, (1) ARE NOT A SUBSTITUTE FOR THE RETAILER'S USE OF ARCHITECTURAL, ENGINEERING, LEGAL, OR OTHER REVIEWS, AS APPROPRIATE, AND (2) ARE NOT INTENDED TO BE RELIED UPON BY RETAILER OR ANY THIRD PARTY TO ENSURE THE SUCCESS OF RETAILER'S STORE. RETAILER, NOT ACE, AVAILABLE ALL RESPONSIBILITY FOR DETAINING ALL BUILDING, ZONING AND RELATED PERMITS, ENSURING THAT RETAILER'S STORE COMPLIES WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES, BUILDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND OTHERWISE FOR HIS OR HER STORE'S SUCCESS. THESE PLANS SHALL NOT BE CONSTRUCTED TO PERMIT STORE DESIGN OR LAYOUT THAT DOES NOT COMPLY WITH ADA OR OTHER APPLICABLE LAWS AND ORDINANCES.

DECOR PLAN INFO

THE FOLLOWING ARE BEST PRACTICE COLOR RECOMMENDATIONS FOR THE INTERIOR AND EXTERIOR OF THE STORE.

* INTERIORS:
* EXTERIORS:

* ELEVATE BRAND SHOP DECOR EXAMPLES BELOW:

* BBQ:
FEATURE END KITS:
INLINE DECOR KITS:
INLINE BRAND LOGO KITS:
YETI/FLAVOR STATION SIGNS:
SHELF CANOPY:
WALL CONVERSION KIT:

* BBQ BACKER PAPERS:
BGE:
TRAEGER:
WEBER RED:
BLACK:
OONI:
GOZNEY:

* POWER:
BRIDGE KITS:
BRAND KITS:
EGO SIGN KIT:

* POWER BACKER PAPERS:
MILWAUKEE RED:
DEWALT:
CRAFTSMAN BLACK:
EGO:

* MISC:
ACRYLIC INSERTS:
BLAND I-BEAMS:

BASE DECK EXTENDER:
WALL I-BEAMS:

* SIGNAGE EXAMPLES BELOW:
* AISLE MARKERS:
= DEPARTMENT NUMBERS; @@@@ = DEPARTMENT NAME
* CEILING MOUNTED:
* CEILING MOUNTED:
* GONDOLA MOUNTED:
LARGE
STANDARD
* PERIMETER WALL SIGN:

* SIGNAGE MOUNTING INSTRUCTIONS:
* AISLE MARKERS:
HANGING AISLE MARKER ELEVATION:
* PERIMETER SIGNS:
PERIMETER GRAPHIC ELEVATION:

* CHECKOUT LIGHTS: ONE (1) CHECKOUT LIGHT PER POS STATION. SEE EXAMPLE BELOW.
* END CAP SIGN HOLDER: ONE (1) END CAP SIGN PER EMPTY END CAP. SEE EXAMPLE BELOW.

PLEASE NOTE
CUSTOM SIGNAGE TO BE ORDERED WITH THE PROJECT MANAGER AND WILL NOT BE PRODUCED BY ACE HARDWARE. PLEASE SEE THE PROJECT MANAGER FOR PRICING AND ORDERING INFORMATION.

SQUARE FOOTAGE INFO

TOTAL BUILDING:	15,097	STOCK:	1,652
ACE RETAIL:	12,157	RECEIVING:	
OFFICE/NON-SALES:	807	OTHER	N/A
GARDEN CENTER:	3,170		

PROJECT MANAGER INFO

NAME: Mindy Berba
EMAIL: mberb@acehardware.com
CELL #: 254-227-4808
OFFICE #:
DIVISION: Western Division
PROJECT SUPPORT HOTLINE: (800) 756-5101

STORE PLANNER INFO

NAME: Alison Norkus
EMAIL: anork@acehardware.com
CELL #: 224-477-4159
OFFICE #:
STORE PLANNING@ACEHARDWARE.COM

PLAN INFO

SCALE: 3/16" = 1'-0"
FILE NAME: 19415_CIBOLO_TX_L01.dwg
START DATE: 2/17/2026
SAVE DATE: 2/17/2026
PLOT DATE: 2/17/2026 5:26 PM

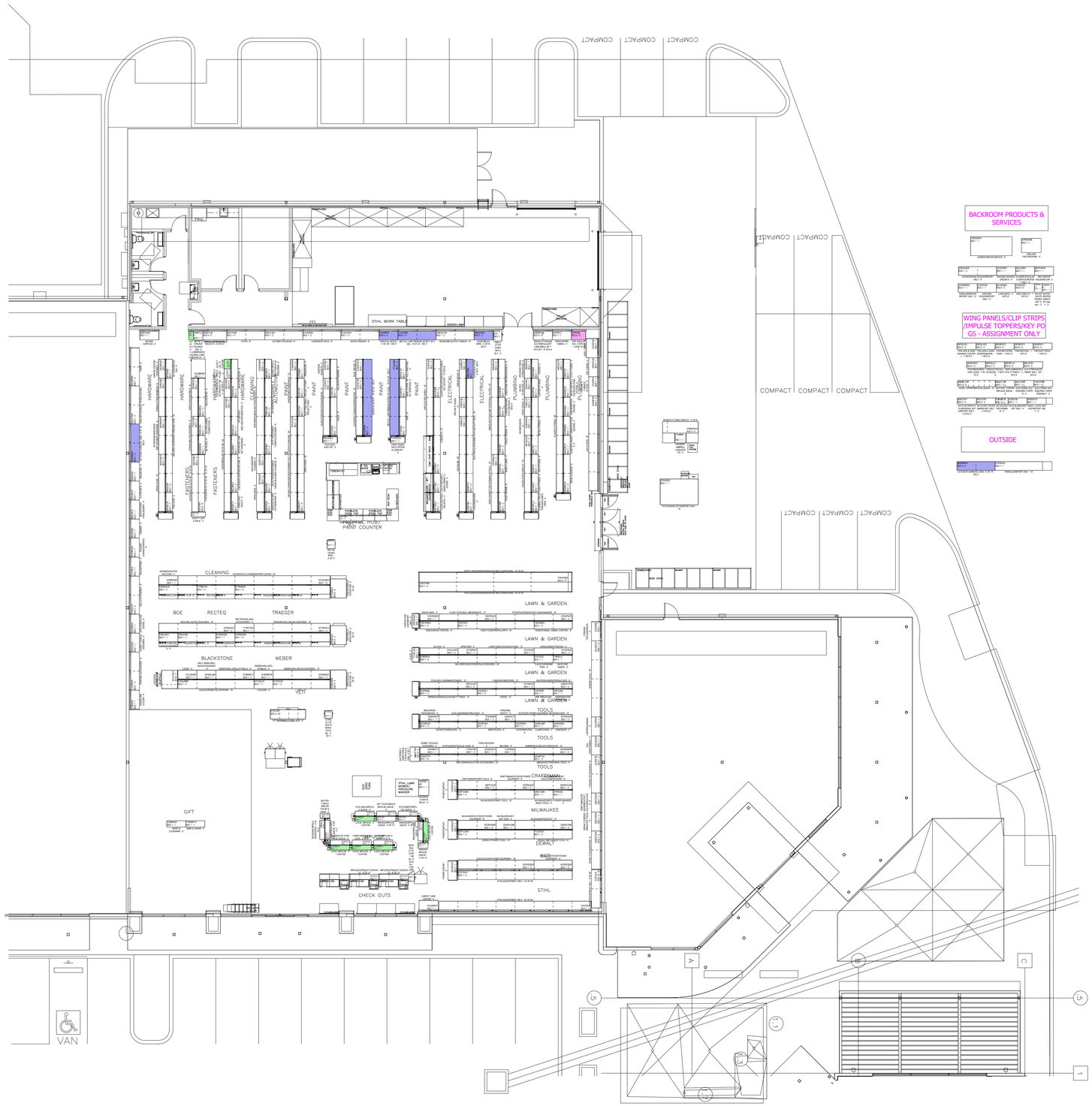
STORE INFO

PROJECT STORE #:	19415	PARENT STORE #:	N/A
STORE NAME:	Cibolo Ace Hardware	STORE ADDRESS:	813 Cibolo Valley Dr Suite
STORE CONTACT:	Michael Eklund	PHONE #:	512-944-8469
EMAIL:	michaeleklund7@gmail.com		

FINAL
2/17/2026 5:26 PM

DRAWING INFO

DECOR PLAN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SHOPPING CENTER LEASE

Shopping Center: Buffalo Heights

Landlord: Buffalo Heights-Cibolo Developers, Ltd., a Texas Limited Partnership
Tenant: Cibolo Ace Hardware, LLC dba Ace Hardware

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EXHIBIT E: OPTION TERM
EXHIBIT F: LANDLORD'S SIGNAGE CRITERIA
EXHIBIT F-1: SAMPLE FASCIA SIGNAGE
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EXHIBIT F-3: PYLON SIGN
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EXHIBIT G-1: FORM OF EVIDENCE OF PROPERTY INSURANCE
EXHIBIT G-2: FORM OF CERTIFICATE OF LIABILITY INSURANCE

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SHOPPING CENTER LEASE

ARTICLE I. DEFINITIONS AND CERTAIN BASIC PROVISIONS

1.1 The following list sets out certain defined terms and certain financial and other information pertaining to this lease:

(a) **"Landlord":** Buffalo Heights-Cibolo Developers, Ltd., a Texas Limited Partnership

(b) **Landlord's address**:
Buffalo Heights-Cibolo Developers, Ltd.
10003 NW Military Hwy., Suite 2205
San Antonio, TX 78231
Attn: Benjamin Dreszer

(c) **"Tenant"**: Cibolo Ace Hardware, LLC, a Texas limited liability company

(d) **Tenant's address**: 2638 Grape Creek Road, Fredericksburg, TX 78624

(e) **Tenant's trade name**: Ace Hardware

(f) **Tenant's Guarantor**: Michael C. Eklund

(g) **"Agent"**: Fulcrum Property Group, Inc.

(h) **"Cooperating Agent**": NAI Excel – Scott Cummings

(i) **"Shopping Center"**: Landlord's property located in the City of Cibolo, Guadalupe County, Texas, which property is described on **Exhibit "A"** attached to this lease and known as the "**Shopping Center"**. The Shopping Center is located on a portion of Landlord's property known as "Buffalo Heights", which property is legally described on **Exhibit "A-1"** (the **"Project"**). Landlord shall have the right at any time to sell or convey one or more parcels located within the Shopping Center and Project or to integrate adjacent land into the Shopping Center or Project and thereby increase or decrease as applicable, the total leaseable floor area of the Shopping Center.

(j) **"Demised Premises"**: a store unit in the Shopping Center containing approximately **15,000 square feet** in area (measured by calculating lengths and widths extending to the center line of the party walls and to the exterior faces of all other walls), being described or shown on **Exhibit "A"** attached to this lease. With regard to **Exhibit "A"**, the parties agree that the exhibit is attached solely for the purpose of locating the Shopping Center and the Demised Premises within the Shopping Center and that no representation, warranty, or covenant is to be implied by any other information shown on the exhibit (i.e., any information as to Common Areas, buildings, tenants or prospective tenants, etc., is subject to change at any time and Landlord shall have no obligation to construct same). The address of the Demised Premises is 813 Cibolo Valley Dr., Suite 166, Cibolo, Texas 78108.

(k) **Commencement Date**: When all of the following have occurred: 1)Landlord's Work is completed, Tenant has reasonably approved all such work as acceptable in writing no later than 3 days following Tenant's inspection and subject to minor punch list items; 2) a certificate of occupancy has been delivered for the Demised Premises; and 3) Landlord has given Tenant possession of the

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Demised Premises. If Tenant opens for business within the Demised Premises prior to the Commencement Date, Tenant's obligation to pay its proportionate share of real estate charges, insurance expenses and Common Area costs and expenses shall commence as of the date that Tenant opens for business within the Demised Premises notwithstanding the fact that the Commencement Date has not occurred.

(l) **Lease Term**: Commencing on the Commencement Date and continuing for ten (10) years after the Commencement Date; provided that if the Commencement Date is a date other than the first day of a calendar month, the Lease Term shall be ten (10) years in addition to the remainder of the calendar month in which the Commencement Date occurs (said initial ten (10) year period being the "**Initial Lease Term**"); the Lease Term is subject to extension pursuant to the terms, provisions and conditions of **Exhibit "E"**. Each consecutive 12 month period elapsing after: (i) the Commencement Date if the Commencement Date occurs on the first day of a month; or (ii) the first day of the month following the Commencement Date if the Commencement Date does not occur on the first day of a month shall constitute a "**Lease Year**".

(m) **Minimum Guaranteed Rental**: $18,750.00 per month ($15.00 per leasable square foot of the Demised Premises per annum), with the following adjustments to occur automatically:

Initial Term	Rent per sq. ft.	Annual Rent	Monthly Rent
Year 1*	$15.00	$225,000.00	$ 18,750.00
Year 2	$15.00	$225,000.00	$ 18,750.00
Year 3	$15.00	$225,000.00	$ 18,750.00
Year 4	$15.00	$225,000.00	$ 18,750.00
Year 5	$15.00	$225,000.00	$ 18,750.00
Year 6	$16.88	$253,200.00	$ 21,100.00
Year 7	$16.88	$253,200.00	$ 21,100.00
Year 8	$16.88	$253,200.00	$ 21,100.00
Year 9	$16.88	$253,200.00	$ 21,100.00
Year 10	$16.88	$253,200.00	$ 21,100.00

*Notwithstanding anything contained herein to the contrary, so long as no Event of Default exists under this Lease beyond any applicable notice or cure periods at the time of the Rent Abatement Period (defined below), **Tenant shall be entitled to an abatement of the Minimum Guaranteed Rental (the "Abated Rent") for months 1 through-5 of the Initial Lease Term (the "Rent Abatement Period")**. Tenant shall remain responsible for Common Area Maintenance, Taxes, Insurance and Utility charges during the Abated Rent Period.

First Option	Rent per sq. ft.	Annual Rent	Monthly Rent
Year 1	$18.57	$ 278,520	$ 23,210
Year 2	$18.57	$ 278,520	$ 23,210
Year 3	$18.57	$ 278,520	$ 23,210
Year 4	$18.57	$ 278,520	$ 23,210
Year 5	$18.57	$ 278,520	$ 23,210

Second Option	Rent per sq. ft.	Annual Rent	Monthly Rent
Year 1	$20.43	$ 306,405	$ 25,533.75
Year 2	$20.43	$ 306,405	$ 25,533.75
Year 3	$20.43	$ 306,405	$ 25,533.75

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Year 4	$20.43	$ 306,405	$ 25,533.75
Year 5	$20.43	$ 306,405	$ 25,533.75

Third Option	**Rent per sq. ft.**	**Annual Rent**	**Monthly Rent**
Year 1	$22.47	$ 337,095	$ 28,091.25
Year 2	$22.47	$ 337,095	$ 28,091.25
Year 3	$22.47	$ 337,095	$ 28,091.25
Year 4	$22.47	$ 337,095	$ 28,091.25
Year 5	$22.47	$ 337,095	$ 28,091.25

Fourth Option	**Rent per sq. ft.**	**Annual Rent**	**Monthly Rent**
Year 1	$24.72	$ 370,755	$ 30,896.25
Year 2	$24.72	$ 370,755	$ 30,896.25
Year 3	$24.72	$ 370,755	$ 30,896.25
Year 4	$24.72	$ 370,755	$ 30,896.25
$24.72	$ 370,755	$ 30,896.25	

(n) **Effective Date**: The date the last of Landlord or Tenant executes this lease, as shown on the signature page.

(o) **Common area maintenance charge**: Additional rent charged to Tenant as defined in Section 6.2, with a minimum of $4,375.00 per month, payable in advance.

(p) **Prepaid rental**: $31,250.00, being an estimate of the Minimum Guaranteed Rental, common area maintenance charge, and Tenant's obligations for taxes, other real estate charges and insurance, and (if applicable) merchants' association dues or promotional fund for the first full month of the Lease Term, such prepaid rental being due and payable upon the Effective Date.

(q) **Security deposit**: $33,600.00 being an estimate of the Minimum Guaranteed Rental, common area maintenance charge, and Tenant's obligations for taxes, other real estate charges and insurance for the last full month of the Lease Term, such security deposit being due and payable upon the Effective Date.

(r) **Permitted Use**: The operation of an Ace Hardware store reasonably- consistent with operations of other Ace Hardware stores in Texas.

Tenant acknowledges that the above specification of a "**Permitted Use**" means only that Landlord has no objection to the specified use and does not include any representation or warranty by Landlord as to whether or not such specified use complies with applicable laws and/or requires special governmental permits. In this regard, Tenant acknowledges that this Section 1.1 (r) is subject to Sections 3.1, 9.2, 9.10 of this lease.

1.2 The following chart is provided as an estimate of Tenant's initial monthly payment broken down into its components. This chart, however, does not supersede the specific provisions contained elsewhere in this lease:

Initial Minimum Guaranteed Rental (Sections 1.1 (m) and 4.2)*	$ 18,750.00	($15.00 PSF/Yr)
Initial Common Area Maintenance Charge (Sections 1.1 (o) and 7.4)*	$ 6,875.00	($5.50 PSF/Yr)
Initial Escrow Payment for Taxes and Other Real Estate Charges (Article VI)*	$ 4,375.00	($3.50 PSF/Yr)

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Initial Escrow Payment for Insurance (Article VI)*	$ 1,250.00	($1.00 PSF/Yr)
Total Initial Monthly Payment	$ 31,250.00	

* Applicable to the calendar year in which the Commencement Date occurs and subject to adjustment from time to time as provided for in this Lease.

ARTICLE II. GRANTING CLAUSE

2.1 Landlord leases the Demised Premises to Tenant upon the terms and conditions set forth in this lease.

ARTICLE III. DELIVERY OF PREMISES; RELOCATION OF PREMISES

3.1 The parties agree that "Delivery" of the Premises shall occur after: i) Tenant has inspected and reasonably approved the Premises and Landlord's Work subject to minor punch list items and ii) any required certificate of occupancy has been issued for the Demised Premises. By occupying the Demised Premises Tenant shall be deemed to have inspected the Demised Premises and (except as otherwise provided in this Lease) to have accepted the same in its present "as is, where-is, with all faults" condition, including but not limited to any defects, except that Landlord shall warrant for up to one year the Landlord's Work to be in good workman-like condition with respect to the Demised Premises substantially in accordance with **Exhibit "B" & "B-1"** attached hereto. Additionally HVAC will be warrantied per the manufacture's standard warranty provided with the HVAC units. EXCEPT AS OTHERWISE PROVIDED ABOVE, LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTY THAT THE DEMISED PREMISES ARE SUITABLE FOR TENANT'S PERMITTED USE OR ANY OTHER USE OR PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE SHOPPING CENTER (INCLUDING BUT NOT LIMITED TO THE DEMISED PREMISES) OR THE PERFORMANCE BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY RENT, WITHOUT ABATEMENT, NOTWITHSTANDING ANY BREACH OR ALLEGED BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

3.2 Reserved.

3.3 In the event Landlord determines to utilize the Demised Premises for other purposes during the Lease Term, and only if Tenant gives its consent, then Landlord may relocate to other space owned by Landlord and located within the Shopping Center, provided such other space is of equal or larger size than the Demised Premises. In such case, Landlord shall give Tenant at least one hundred twenty (120) days written notice of any such relocation. Landlord shall pay all reasonable out-of-pocket expenses of any such relocation, including the expenses of moving and reconstruction of all Tenant-furnished and Landlord-furnished improvements, together with the costs of reprinting a reasonable supply of stationary and announcements depicting Tenant's new address, but not including any component for sales which may be lost during the relocation. In the event of such relocation, this lease shall continue in full force and effect without any change in the terms or other conditions, but with the new location substituted for the old location set forth in subsection (j) of Section 1.1 of this lease and a prorated reduction in all rent if the amount of rentable space in the new location is less that the rentable space in the Demised Premises.

3.4 In addition to the Demised Premises, Tenant shall be permitted to create, at its expense, an outdoor area for Tenants garden center and an outdoor storage area approximately 3,500 square feet in the

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aggregate adjacent to the Demised Premises (the "**Outdoor Areas**") and as further depicted on Exhibit "A" for Tenant's exclusive use, subject to the terms, provisions and conditions of this Lease Agreement. Tenant may also display items on the sidewalk directly in front of their Demised Premises (the "**Sidewalk Display Area**") provided said items do not conflict with any pedestrian or ADA pathways, and no propane tank cages or ice machines shall be located in such area overnight The Outdoor and Sidewalk Display Area shall not constitute a portion of the Demised Premises and Tenant's use and occupancy of the Outdoor and Sidewalk Display Area shall be governed by this Lease Agreement in all respects except where such Outdoor and Sidewalk Display Areas are expressly referenced herein. Notwithstanding anything contained herein to the contrary, the final dimensions and configurations of the Outdoor Area and Sidewalk Display Area must be shown in Tenant's Plans and must be approved by Landlord which such approval not to be unreasonably withheld.

ARTICLE IV. RENT

4.1 Rental shall accrue from the Commencement Date, and shall be payable to Landlord, at Landlord's address.

4.2 Tenant shall pay to Landlord Minimum Guaranteed Rental in monthly installments in the amount(s) specified in Section 1.1(m) of this lease. The first such monthly installment shall be due and payable as provided in Section 1.1(p), subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the Lease Term; provided that if the Commencement Date is a date other than the first day of a calendar month, there shall be due and payable on or before such date as Minimum Guaranteed Rental for the balance of such calendar month a sum equal to that proportion of the rent specified for the first full calendar month as herein provided, which the number of days from the Commencement Date to the end of the calendar month during the Commencement Date shall fall bears to the total number of days in such month.

4.3 Tenant shall pay to Landlord the Tenant's proportionate share of real estate charges, insurance expenses and Common Area costs and expenses as hereinafter set forth in this Lease (as such costs are estimated by Landlord from time to time) (collectively, the "CAM Charges") at the same time and in the same manner as Minimum Guaranteed Rental, and such sums shall constitute rental hereunder. Landlord's initial estimate of such CAM Charges are set forth in Section 1.2 hereof. Under no circumstances shall the aggregate annual Controllable CAM Charges increase by more than three percent (3%) from the prior year's Controllable CAM Charges. "Controllable CAM Charges" means expenses of Landlord properly categorized to be CAM charges which Landlord has the authority to adjust such as its management fees. Non-Controllable CAM charges shall not be capped (but such shall be commercially- reasonable expenses and existing market conditions) and shall include security, refuse service, utilities, snow removal, and landscaping.

4.4 It is understood that the Minimum Guaranteed Rental is payable on or before the first day of each calendar month (in accordance with Sections 4.2 and 4.3 above), subject to offset or deduction of any nature. All payments of monthly rental (as defined in Section 22.3) must be made by electronic funds transfer as follows (or as otherwise directed in writing by Landlord to Tenant from time to time): (i) ACH debit of funds authorizing Landlord to automatically debit Tenant's bank account; or (ii) ACH credit of immediately available funds to an account designated by Landlord. "ACH" means Automated Clearing House network or similar system designated by Landlord. In the event any rental or other payment due from Tenant to Landlord is not received within five (5) business days after its due date for any reason whatsoever, or if any rental payment is by check which is returned for insufficient funds, then in addition to the past due amount Tenant shall pay to Landlord one of the following (the choice to be at the sole option of Landlord unless one of the choices is improper under applicable law, in which event the other alternative will automatically be deemed to have been selected): (a) a late charge in an amount equal to five percent (5%) of the rental then due, in order to compensate Landlord for its administrative and other overhead expenses; or (b) interest on the rental then due at the maximum contractual rate which could legally be charged in the event of a loan of such rental to

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Tenant (but in no event to exceed 1% per month), such interest to accrue continuously on any unpaid balance due to Landlord by Tenant during the period commencing with the rental due date and terminating with the date on which Tenant makes full payment of all amounts owing to Landlord at the time of said payment. Any such late charge or interest payment shall be payable as additional rental under this lease and shall be payable immediately on demand. If any rent is paid by check which is returned for insufficient funds, Tenant shall immediately make the required payment to Landlord in good funds; moreover, Tenant shall also pay Landlord the amounts specified above in this Section 4.4, plus an additional fee of $25.00 to compensate Landlord for its expense and effort in connection with the dishonored check.

4.5 If Tenant fails in three (3) consecutive months to make rental payments within five (5) business days after due, Landlord, in order to reduce its administrative costs may require, by giving written notice to Tenant (and in addition to any late charge or interest accruing pursuant to Section 4.4 above, as well as any other rights and remedies accruing pursuant to Article XXII or Article XXIII below, or any other provision of this lease or at law), that all future rental payments are to be made on or before the due date by cash, cashier's check, or money order and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of rental as provided in this lease. Any acceptance of a monthly rental payment or of a personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

ARTICLE V. SALES REPORTS, RECORDS AND FINANCIAL STATEMENTS

Upon Landlord's written request but no more than once per year, Tenant shall deliver statements of gross sales made from the Demised Premises. Tenant, if applicable, and not more than once per year shall submit to Landlord upon Landlord's written request, its financial statements. Tenant warrants and represents that (a) all financial statements at any time given to Landlord by or on behalf of Tenant are, or will be, as of their respective dates, true and correct in all material respects and do not (or will not) omit any material liability, direct or contingent; and (b) there have been no material changes in any such financial statements or other financial data given to Landlord by or on behalf of Tenant prior to the Effective Date between the respective dates thereof and the Effective Date.

ARTICLE VI. TENANT'S RESPONSIBILITY FOR TAXES, OTHER REAL ESTATE CHARGES AND INSURANCE EXPENSES

6.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Demised Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

6.2 Tenant shall also be liable for **"Tenant's proportionate share"** (as defined below) of all CAM Charges (including **"real estate charges"** (as defined below) and **"insurance expenses"** (as defined below)) related to the Shopping Center or Landlord's ownership of the Shopping Center and the Project, including the Declaration. Tenant's obligations under this Section 6.2 shall be prorated during any partial year (i.e., the first year and the last year of the Lease Term). **"Tenant's proportionate share"** shall be a fraction the numerator of which is the total floor area (all of which is deemed "leasable") in the Demised Premises and the denominator of which is the total leasable floor area of all the buildings in the Shopping Center at the time when the respective charge was incurred, as the same may be constructed from time to time, excluding, however, areas for which the applicable real estate charges, insurance expenses, or common area expenses, are paid by a party or parties other than Landlord. **"Real estate charges"** shall include ad valorem taxes, general special assessments, parking surcharges, any tax or excise on rents, any tax or charge for governmental services

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(such as street maintenance or fire protection), any tax or charge which replaces any of such above-described "real estate charges" and any costs incurred by Landlord in protesting such real estate charges, including reasonable attorneys' fees; provided, however, that "real estate charges" shall not be deemed to include any franchise, margins, estate, inheritance or general income tax. **"Insurance expenses"** shall include all premiums and other expenses incurred by Landlord for commercial general liability insurance and special form property insurance (plus whatever endorsements or other coverages which Landlord, in Landlord's sole discretion, may consider appropriate).

6.3 With regard to the calendar year during which the Lease Term expires, Landlord shall bill Tenant when the charges become payable and attach the CAM Statement (defined below). Tenant agrees that Landlord has the sole and absolute right to contest taxes levied against the Demised Premises or the Shopping Center. Tenant irrevocably waives any and all rights that Tenant may have to receive from Landlord a copy of notices received by Landlord regarding the appraisal or reappraisal, for tax purposes, of all or any portion of the Demised Premises or the Shopping Center (including, without limitation, any rights set forth in Section 41.413 of the Texas Property Tax Code, as such may be amended from time to time). Upon receipt of all tax bills and assessment bills attributable to any calendar year during the Lease Term, Landlord shall furnish to Tenant a written statement of the actual amount of the real estate tax and insurance charges, and common area maintenance charges for such calendar year "CAM Statement"). If the total amount paid by Tenant for real estate charges for any calendar year shall be less than the actual amount due from Tenant for such calendar year, as shown on such statement, Tenant shall pay to Landlord on demand the difference between the amount paid by Tenant and the actual amount due; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be applied by Landlord to the real estate charges due in the subsequent year (or if there is no subsequent calendar year remaining in the Lease Term, such excess shall be offset against any amounts then owing by Tenant to Landlord and any remaining net surplus shall then be refunded by Landlord to Tenant). This Section shall apply to the calendar years in which this Lease commences and terminates, but Tenant's liability for the real estate charges for such calendar years shall be subject to a pro rata adjustment based on the number of days of such calendar years during which this lease is in effect. Upon Tenant's receipt of such CAM Statement, Tenant shall have 30 days to request the underlying documents and calculations used by the Landlord to make its CAM Statement (a "Documents Request"). Upon Landlord's receipt of a Documents Request, Landlord shall promptly provide such documents and then Tenant shall have 30 days to review and audit such documents and (if it deems appropriate) object to Landlord's calculations in the CAM Statement. In such case, the parties shall work in good faith to resolve such objection with payment of such CAM charges only made upon agreement of the parties, or through arbitration (using JAMS courts and rules) if necessary.

ARTICLE VII. COMMON AREA

7.1 The term **"Common Area"** is defined for all purposes of this lease as that part of the Shopping Center intended by Landlord from time to time for the common use of all tenants, including among other facilities (as such may be applicable to the Shopping Center), parking area, private streets and alleys, landscaping, curbs, loading area, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, and the like but excluding (i) space in buildings (now or hereafter existing) designated for rental for commercial purposes, as the same may exist from time to time, (ii) streets and alleys maintained by a public authority, (iii) areas within the Shopping Center which may from time to time not be owned by Landlord (unless subject to a cross-access agreement benefiting the area which includes the Demised Premises), and (iv) areas leased to a single-purpose user (such as a bank or a fast-food restaurant) where access is restricted. In addition, although the roof(s) of the building(s) in the Shopping Center are not literally part of the Common Area, they will be deemed to be so included for purposes of (i) Landlord's ability to prescribe rules and regulations regarding same and (ii) their inclusion for purposes of common area maintenance charges. Landlord reserves the right to change from time to time the dimensions and location of

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the Common Area, as well as the dimensions, identities, locations and types of any buildings, signs or other improvements in the Shopping Center. For example, and without limiting the generality of the immediately preceding sentence, Landlord may from time to time substitute for any parking area other areas reasonably accessible to the tenants of the Shopping Center, which areas may be elevated, surface or underground. Landlord shall have the right to grant other tenants at the Shopping Center the exclusive right to certain portions of the Common Area as designated by Landlord from time to time in its sole discretion. The Outdoor Area and the Sidewalk Display Area shall not be considered part of the Common Area.

7.2 Tenant and its employees and customers, and when duly authorized pursuant to the provisions of this lease, its subtenants, licensees and concessionaires, shall have the nonexclusive right to use the Common Area (excluding roofs of buildings in the Shopping Center) as constituted from time to time, such use to be in common with Landlord, other tenants in the Shopping Center and other persons permitted by the Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. For example, and without limiting the generality of Landlord's ability to establish rules and regulations governing all aspects of the Common Area, Tenant agrees as follows:

(a) If required by Landlord, Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord. Tenant shall furnish Landlord with state automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Demised Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event Tenant or its employees repeatedly fail (after reasonable warning) to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant Ten Dollars ($10.00) per day per car parked in any area other than those designated, as and for liquidated damages and Tenant shall pay such charges upon demand. Tenant authorizes Landlord to cause any car which is not parked in the designated parking areas to be towed from the Shopping Center and Tenant shall reimburse Landlord for the cost thereof upon demand, and otherwise indemnify and hold Landlord harmless with respect thereto. Notwithstanding anything herein to the contrary, Tenant shall have the right to five(5) exclusive ACE Hardware customer parking spaces next to the Demised Premises store front door. Tenant shall pay for the fabrication and installation of the signage associated with their exclusive parking spaces. Tenant parking signage must conform to Landlord’s signage criteria as further depicted on Exhibit “F-2”.

(b) Except as part of ACE national promotions (which occur approximately 12 weekends per year) Tenant shall not hold promotional events or activities, solicit business within the Common Area nor take any action which would interfere with the rights of other persons to use the Common Area.

(c) Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights.

(d) With regard to the roof(s) of the building(s) in the Shopping Center, use of the roof(s) is reserved to Landlord or, with regard to Tenant: i) demonstrating to Landlord’s satisfaction a need to use same, to such tenant after receiving prior written consent from Landlord; or ii) paying to have a qualified and bonded professional to access the roof to stop an emergency water leak during weekends or holidays.

(e) Tenant shall not conduct any outside sales or displays within the Common Area or take any action that would interfere with the rights of other persons to use the Common Area.

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7.3 Landlord shall be responsible for the operation, management and maintenance of the Common Area, the manner of maintenance and the expenditures therefore to be in the sole discretion of Landlord, but to be generally in keeping with similar shopping centers within the same geographical area as the Shopping Center. Without limiting the generality of the immediately preceding sentence, Tenant acknowledges that LANDLORD MAKES NO REPRESENTATION OR WARRANTY REGARDING WHETHER OR NOT LANDLORD WILL PROVIDE SECURITY SERVICES OR, IF SO, WHAT FORM OF SECURITY SERVICES WILL BE PROVIDED.

7.4 In addition to the rentals and other charges prescribed in this lease, Tenant shall pay to Landlord Tenant's proportionate share of the cost of operation and maintenance of the Common Area which may be incurred by Landlord in its discretion (the "**Common Area costs and expenses**"), including, among other costs, those for lighting, painting, cleaning, policing, inspecting, repairing, replacing, (and, if there is an enclosed mall or promenade in the Shopping Center, heating and cooling), security (if and to the extent Landlord provides security), advertising, seasonal decorations, a reasonable portion of whatever management fee (not to exceed 5% of effective gross income) Landlord pays to the manager of the Shopping Center, all actual expenses incurred by Landlord attributable to the Demised Premises and the Shopping Center arising under any covenants, restrictions, easements and or declarations, and the cost of any insurance for which Landlord is not reimbursed pursuant to Section 6.2, plus an amount equal to ten percent (10%) of all of the foregoing costs (excluding salaries and expenses of such property managers for purposes of such calculation only) to cover Landlord's administrative cost, but specifically excluding all expenses paid or reimbursed pursuant to Article VI. In addition, although the roof(s) of the building(s) in the Shopping Center are not literally part of the Common Area, Landlord and Tenant agree that roof maintenance and repair shall be included as a common area maintenance item to the extent not specifically allocated to Tenant under this lease nor to another tenant pursuant to its lease. With regard to capital expenditures, neither the original (nor subsequent) investment in capital improvements shall be included. The proportionate share to be paid by Tenant of the CAM Charges shall be computed on the ratio that the total floor area (all of which is deemed "leasable") of the Demised Premises bears to the total leasable floor area of all buildings within the Shopping Center (excluding, however, areas owned or maintained by a party or parties other than Landlord); provided that in no event shall such share be less than the amount specified in Section 1.1(o) above. If this lease should commence on a date other than the first day of a calendar year or terminate on a date other than the last day of a calendar year, Tenant's reimbursement obligations under this Section 7.4 shall be prorated based upon Landlord's expenses for the entire calendar year. Tenant shall make such payments to Landlord on demand at intervals not more frequent than monthly. Landlord may at its option make monthly or other periodic charges based upon the estimated annual cost of operation and maintenance of the Common Area, payable in advance but subject to adjustment after the end of the year on the basis of the actual cost for such year.

7.5 Landlord and Tenant acknowledge that both Landlord and Tenant are experienced in commercial transactions and agree that the provisions of this Lease for determining charges, amounts and additional rent payable for Tenant (including, without limitation, payments under Section 6.2 and Section 7.4 hereinabove) are commercially reasonable and valid even though such methods may not state a precise mathematical formula for determining such charges.

7.6 As additionally provided in Section 6.3 above, during the Lease Term, Landlord shall compute and determine the actual Common Area costs and expenses for the relevant prior fiscal period established by Landlord. In the CAM Statement, Landlord shall give Tenant notice of such Common Area costs and expenses and notice of Tenant's actual proportionate share of Common Area costs and expenses with respect to such period. If Tenant's actual proportionate share of Common Area costs and expenses with respect to such period exceeds the amount therefor previously paid by Tenant, Tenant shall pay to Landlord the deficiency in each such case within thirty (30) days following notice from Landlord; however, if the aforesaid amount previously paid by Tenant towards Tenant's proportionate share of Common Area costs and expenses is in excess of Tenant's actual proportionate share of Common Area costs and expenses with respect to such period, then the

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balance thereof shall be held by Landlord and applied to the payment of rent next due; except that any amounts remaining at the termination of this lease shall be offset against any amounts then owing by Tenant to Landlord under any of the terms of this Lease, and any remaining net surplus shall then be refunded by Landlord to Tenant.

ARTICLE VIII. INTENTIONALLY DELETED

ARTICLE IX. USE AND CARE OF DEMISED PREMISES

9.1 Tenant shall commence business operations in the Demised Premises on or immediately after the Commencement Date and shall operate its business in an efficient, high class and reputable manner. Tenant shall not at any time leave the Demised Premises vacant, but shall in good faith continuously throughout the term of this lease conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises is leased. Tenant shall, except during reasonable periods for repairing, cleaning and decorating, keep the Demised Premises open to the public for business with adequate personnel in attendance on all days (including, if designated by Landlord, Sundays and holidays) and during all hours (including, if designated by Landlord, evenings) established by Landlord from time to time as business days and store hours for the Shopping Center (including, if designated by Landlord, extended days and hours during the shopping season prior to Christmas and whenever else that the majority of the retail tenants in the Shopping Center open for business during extended days or hours, or both), except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation.

9.2 The Demised Premises may be used only for the purpose or purposes specified in Section 1.1(r) above, and only under the trade name specified in Section 1.1(e) above (or, if Section 1.1(e) is not filled in, any trade name approved in advance by Landlord), and for no other purpose and under no other trade name, it being understood and acknowledged that Landlord has entered into this lease in large part because it believes that such use and trade name will benefit the Shopping Center as a whole. Tenant shall not make or permit any unlawful use of the Demised Premises. Tenant covenants and agrees not to use the Demised Premises for any purpose that violates (i) any "exclusive use" rights and privileges now or hereafter granted by Landlord to another tenant or occupant in the Shopping Center; (ii) any rules and regulations of the Shopping Center as promulgated by Landlord at any time and from time to time; and (iii) the Permitted Exceptions and any covenants, conditions, restrictions, and easements applicable to the Shopping Center, as the same may be entered into and/or amended by Landlord at any time and from time to time; provided that such hereafter executed and/or amended Permitted Exceptions and covenants, conditions, restrictions and easements shall not prohibit, restrict or otherwise limit Tenant's Permitted Use in a material manner.

9.3 Except as may be commonly available for sale at an Ace Hardware store, Tenant shall not, without the Landlord's prior written consent, keep anything within the Demised Premises, or use the Demised Premises for any purpose which creates a risk of, toxic or otherwise hazardous substances or which increases the insurance premium cost or invalidates any insurance policy carried on the Demised Premises or other parts of the Shopping Center. All property kept, stored or maintained within the Demised Premises by Tenant shall be at Tenant's sole risk. TENANT SHALL INDEMNIFY AND DEFEND THE LANDLORD'S RELATED PARTIES AND HOLD THE LANDLORD'S RELATED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LIENS, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, COSTS, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION ALL ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, ANY VIOLATION OR ALLEGED VIOLATION BY TENANT OF ANY GOVERNMENT AUTHORITY PERTAINING TO HEALTH OR THE ENVIRONMENT RELATING TO THE DEMISED PREMISES AND THE SHOPPING CENTER (**"ENVIRONMENTAL LAWS"**), NOW EXISTING OR HEREAFTER ARISING, EXCEPT FOR

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VIOLATIONS OF ENVIRONMENTAL LAW CAUSED BY LANDLORD. This indemnification shall survive the expiration or termination of this Lease.

9.4 If any Environmental Condition is caused by Tenant, Tenant shall promptly and at its cost take all steps necessary to remedy the same in compliance with and to the extent required by applicable Environmental Laws. The term "**Environmental Condition**" shall mean any condition which may result in a claim of liability under one or more Environmental Laws. The term "**Environmental Laws**" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, the Clean Air Act, the Clean Water Act, the Toxic Substance Control Act, and any other federal or state statute dealing with the protection of the environment and any rule or regulation promulgated thereunder.

9.5 Tenant shall not conduct within the Demised Premises any fire, auction, bankruptcy, "going-out-of-business," "lost-our-lease" or similar sale; nor shall Tenant operate within the Demised Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store or a store commonly referred to as a "discount house." The purpose for this restriction is the maintenance of a first-class shopping center image, not price regulation: therefore, Landlord agrees that items may be sold, and on occasion be advertised as being sold, at sales events for discounted prices from Tenant's everyday price as long as Tenant complies with all applicable laws and maintains an image consistent with a first-class shopping center and otherwise complies with the Use Restrictions set forth in this Article IX.

9.6 Tenant shall not permit any objectionable noises or odors to emanate from the Demised Premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises or where the same can be seen or heard from outside the building; nor place any antenna, equipment, awning or other projection on the exterior of the Demised Premises; nor take any other action which would constitute a nuisance or would disturb or endanger other tenants of the Shopping Center or unreasonably interfere with their use of their respective premises; nor permit any unlawful or immoral practice to be carried on or committed on the Demised Premises; nor do anything which would tend to injure the reputation of the Shopping Center.

9.7 Tenant shall take good care of the Demised Premises; shall keep the Demised Premises secure (i.e., Tenant acknowledges that it is not relying on any representation or warranty by Landlord in this regard), and shall keep the same free from waste at all times. Tenant shall not overload the floors in the Demised Premises, nor deface or injure the Demised Premises. Tenant shall keep the Demised Premises and sidewalks, service-ways and loading areas adjacent to the Demised Premises neat, clean and free from dirt, rubbish, ice or snow at all times. Tenant shall store all trash and garbage within the Demised Premises, or in a trash dumpster or similar container approved by Landlord as to type, location and screening; and Tenant shall arrange for the regular pick-up of such trash and garbage at Tenant's expense (unless Landlord finds it necessary to furnish such a service, in which event Tenant shall be charged an equitable portion of the total of charges to all tenants using the service). Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center.

9.8 Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs and exterior lighting under any canopy in front of the Demised Premises lighted from dusk until 11:00 p.m., every day, including Sundays and holidays (or any other hours established by Landlord for the Shopping Center). All signage must be approved by Landlord in writing.

9.9 Tenant shall include the address and identity of its business activities in the Demised Premises in all advertisements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

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9.10 Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Demised Premises and otherwise comply with all applicable laws, ordinances and governmental regulations. In addition, if the nature of Tenant's business makes it advisable for Tenant to take any extra precautions (for example, in the case of a business which is affected by so-called "dramshop" laws, Tenant's compliance with all "dramshop" educational programs and procedures), Tenant shall take all such extra precautions. At Landlord's request, Tenant shall deliver to Landlord copies of all such permits and licenses and proof of Tenant's compliance with all such laws, ordinances, governmental regulations and extra precautions.

9.11 Landlord shall be responsible for compliance with the Americans with Disabilities Act of 1990 (**"ADA"**), as amended from time to time, and related state and municipal laws and regulations, in all matters regarding both the configuration of the Demised Premises (the interior as well as all public and/or employee door entrances) and Tenant's shall be responsible to be compliant with all laws relating to it business operations at the Demised Premises.

9.12 Intentionally Omitted

ARTICLE X. MAINTENANCE AND REPAIR OF DEMISED PREMISES

10.1 Except as provided otherwise in Section 10.2, Landlord shall keep and maintain the Common Areas and all areas relating to the building in which the Demised Premises is located (including but not limited to the foundation, the exterior walls, plumbing, electrical, mechanical systems, and sprinkler systems and roof (except plate glass; windows, doors and other exterior openings; window and door frames, molding, closure devices, locks and hardware; special store fronts; lighting, and fixtures; signs, placards, decorations or other advertising media of any type; and interior painting or other treatment of interior walls) (subject to the second sentence in Section 7.4 above) of the Demised Premises in good repair. Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires (including, but not limited to, roof leaks resulting from Tenant's installation of air conditioning equipment or any other roof penetration or placement); and the provisions of the previous sentence are expressly recognized to be subject to the provisions of Article XVII and Article XVIII of this lease. In the event that the Demised Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord and (subject to Section 7.2(d)) Landlord shall have a reasonable time after receipt by Landlord of such written notice, in which to make such repairs. Notwithstanding anything to the contrary in this Lease, at all times Landlord shall be responsible for any repairs or maintenance of the following portions of the Demised Premises: 1) foundation, roof and exterior walls; and 2) common building electrical and plumbing systems unless the damage to such system is caused by Tenant or Tenants' invitees/customers (collectively, the "Principal LL Maintenance Obligations"). At the end of the Initial Lease Term (as defined in Section 1.1(l)), Tenant shall be responsible for all maintenance and repairs of all parts of the Demised Premises except for the Principal LL Maintenance Obligations.

10.2 Tenant shall keep the Demised Premises in good, clean and habitable condition and shall at its sole cost and expense keep the Demised Premises free of insects, rodents, vermin and other pests and make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under the provisions of Section 10.1, Article XVII and Article XVIII. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include the repair and replacement of all lighting, plate glass; windows, doors and other exterior openings; window and door frames, molding, closure devices, locks and hardware; special store fronts; lighting, and fixtures; signs, placards, decorations or other advertising media of any type; and interior painting or other treatment of interior walls in the Demised Premises, regardless of when or how the defect or other

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cause for repair or replacement occurred or became apparent. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs; and Tenant shall pay to Landlord upon demand, as additional rental hereunder, the cost of such repairs plus interest at the maximum contractual rate which could legally be charged in the event of a loan of such payment to Tenant (but in no event to exceed 1½% per month), such interest to accrue continuously from the date of payment by Landlord until repayment by Tenant. At the expiration of this lease, Tenant shall surrender the Demised Premises in good condition, excepting reasonable wear and tear, and losses required to be restored by Landlord in Section 10.1, Article XVII and Article XVIII of this lease.

10.3 For the first ten (10) years of this Lease, Landlord shall be responsible for the repair & replacement of the heating, ventilation and air conditioning equipment (HVAC) for the Demised Premises. Tenant shall be responsible: i) at all times for the regular maintenance of the HVAC; and ii) after the first ten (10) years of this Lease for the repair and replacement off the HVAC. Without limiting the generality of the immediately preceding sentence: (a) Tenant shall replace all filters in the HVAC systems as recommended by the manufacturer's specifications; and (b) Tenant shall have the entire heating, ventilation and air conditioning equipment inspected by a qualified or licensed HVAC contractor at least once a year. The inspection specified in item (b) immediately above shall be completed between March 1st and May 31st of each year. Tenant shall provide Landlord with a copy of the invoice or report from the inspecting company, giving evidence that the system has been inspected. If Landlord has not received from Tenant by June 15th of each year a copy of the inspection report, then Landlord shall have the right to have the heating, ventilation and air conditioning equipment inspected by a company to be selected by Landlord. Landlord shall bill Tenant for the cost of this inspection, which shall be paid within ten (10) days of receipt of Landlord's invoice.

ARTICLE XI. ALTERATIONS

11.1 Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting, or otherwise defacing the Demised Premises. Without limiting the generality of the immediately preceding sentence, after the first ten (10) years of the Lease, any replacement of the HVAC must be effected strictly in accordance with Landlord's instructions. All alterations, additions, improvements and fixtures (including, without limitation, all floor coverings and all heating and air conditioning equipment but excluding Tenant's unattached, readily movable furniture and office equipment) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the Demised Premises and become the property of Landlord at the termination of this lease, unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises to its original condition at Tenant's expense.

11.2 All construction work done by Tenant within the Demised Premises shall be performed in a good and workmanlike manner, lien-free and in compliance with all governmental requirements and the construction rules established by Landlord for the Shopping Center from time to time in the exercise of its sole discretion, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Shopping Center. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage.

11.3 In the event Tenant uses a general contractor to perform construction work within the Demised Premises, Tenant shall, prior to the commencement of such work, require said general contractor to execute and deliver to Landlord a waiver and release of any and all claims against Landlord and liens against the Shopping Center to which such contractor might at any time be entitled and to execute and record a Bond to Pay Claims (the **"Bond"**) in accordance with Chapter 53, Subchapter I of the Texas Property Code, as such

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may be amended, superseded or replaced from time to time, and shall deliver a copy of the recorded bond to Landlord. The delivery of the waiver and release of lien and the Bond within the time period set forth above shall be a condition precedent to Tenant's ability to enter on and begin its construction work at the Demised Premises and if applicable, to any reimbursement from Landlord for its construction work. All construction work or alterations performed by or on behalf of Tenant shall be done in compliance with the Construction Rider attached hereto as **Exhibit "B"**.

11.4 In the event that Landlord elects to remodel all or any portion of the Shopping Center, Tenant will cooperate with such remodeling, including Tenant's tolerating temporary inconveniences (and even the temporary removal of Tenant's signs in order to facilitate such remodeling, as it may relate to the exterior of the Demised Premises.)

ARTICLE XII. LANDLORD'S RIGHT OF ACCESS

12.1 Landlord shall have the right to enter upon the Demised Premises with 24 hours prior notice (except for emergencies) for the purpose of inspecting the same, or of making repairs to the Demised Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the Demised Premises to prospective purchasers, tenants or lenders. However, Landlord agrees to make commercially-reasonable efforts to conduct inspections, showings, and make repairs after Tenant's business hours.

12.2 Tenant will permit Landlord to place and maintain "For Rent" or "For Lease" signs on the Demised Premises during the last one hundred eighty (180) days of the Lease Term, it being understood that such signs shall in no way affect Tenant's obligations pursuant to Section 9.4, Section 13.1 or any other provision of this lease.

12.3 Except as otherwise provided above, use of the roof above the Demised Premises is reserved to Landlord except that a qualified HVAC technician hired by Tenant shall be allowed to access the roof for maintenance purposes; however, Landlord agrees that it will not use the roof above the Demised Premises for signage or other advertising displays without Tenant's consent.

ARTICLE XIII. SIGNS; STORE FRONTS

13.1 Tenant shall not, without Landlord's prior written consent (a) make any changes to the store front, or (b) install any exterior lighting, decorations, paintings, awnings, canopies, or the like, or (c) erect or install any signs, window or door lettering, placards, decorations, banners, portable signs or advertising media of any type which can be viewed from the exterior of the Demised Premises, all such signage (including, without limitation, the sign required by Section 13.2 below) shall conform in all respects to the sign criteria established by Landlord for the Shopping Center from time to time in the exercise of its sole discretion, and shall be subject to Landlord's requirements as to construction, method of attachment, size, shape, height, lighting, color, and general appearance and as further described on **Exhibit "F" & "F-1**. All signs shall be kept in good condition and in proper operating order at all times.

13.2 Subject to the restrictions of Section 13.1 above and compliance with all laws, regulations and development requirements, Tenant shall install a first-class sign on the fascia of the Building directly above the Demised Premises and on the back of the building where Tenant shall place its garden center, on or prior to the Commencement Date. The fascia signs shall be maintained by Tenant. So long as Tenant is open and operating for business at the Shopping Center under the Permitted Use, Tenant shall be entitled to install a single-sided panel on the pylon/monument sign (the "**Pylon Sign**") for the Shopping Center in the location upon such Pylon Sign as depicted on **Exhibit "F-3"** (such Pylon Sign shall be designed and constructed by Landlord at its sole cost and expense, with Tenant being responsible for design and installation of Tenant's panel) Tenant shall pay its proportionate share of the operation and maintenance costs incurred by Landlord

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in connection with the Pylon Sign as additional rent, which costs shall be paid by Tenant to Landlord at the same time and in the same manner as Tenant's payment of Common Area costs and expenses.

13.3 Landlord agrees that Tenant may, at Tenant's expense and subject to all applicable laws, rules and regulations, install signage on the multi-tenant pylon sign (the "**Multi-Tenant Pylon Sign**"), in the approximate location as shown on the Site Plan attached hereto. Tenant shall have the panel depicted on **Exhibit "F-3"** (the "**Tenant's Signage Allocation**") attached hereto of the Multi-Tenant Pylon Sign. Tenant shall pay its pro rata share of the operation and maintenance of such Multi-Tenant Pylon Sign as a Common Area expense. Tenant shall not be permitted to place its signage on any other pylon or monument signs that may be constructed by Landlord or other tenants in the Shopping Center (as such may be expanded) without the prior written approval of Landlord, in Landlord's sole discretion. Tenant shall not be permitted to install its signage on the Multi-Tenant Pylon Sign until Tenant has obtained written approval from Landlord of the design, graphics and colors of the sign panel to be installed by Tenant on the Multi-Tenant Pylon Sign. Tenant shall maintain its sign panel in good repair. Furthermore, Tenant waives any liability on the part of Landlord arising out of Tenant's use of a pylon sign and agrees to hold Landlord harmless from and against any liability arising out of Tenant's use of such sign. Landlord shall have no obligation to grant such pylon sign rights, if none are expressly granted herein.

ARTICLE XIV. UTILITIES

14.1 Landlord agrees to cause to be provided to the Shopping Center the necessary mains, conduits and other facilities necessary to supply water, gas (if deemed appropriate by Landlord), electricity, telephone service and sewerage service to the building in which the Demised Premises are located.

14.2 Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Demised Premises. Tenant, as part of Tenant's Work, shall cause the Demised Premises to be separately metered or sub-metered at Tenant's sole cost and expense. Tenant shall apply for separate meters of applicable utilities in Tenant's own name and will be responsible for all deposits. Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event Tenant shall purchase the use of such services as are tendered by Landlord, and shall pay on demand as additional rental the rates established therefor by Landlord which shall not exceed the rates which would be charged for the same services furnished directly by the local public utility companies. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Demised Premises to the public utility, if any, furnishing such service.

14.3 Landlord shall not be liable for any interruption whatsoever in utility services not furnished by Landlord, nor for interruptions in utility services furnished by Landlord which are due to fire, accident, strike, acts of God or other causes beyond the control of Landlord or which are necessary or useful in connection with making any alterations, repairs or improvements.

ARTICLE XV. INSURANCE COVERAGES

15.1 Landlord shall procure and maintain throughout the term of this lease a policy or policies of insurance, at its sole cost and expense (but subject to Article VI above), causing the Shopping Center to be insured under special form property insurance and commercial general liability insurance (plus whatever endorsements or special coverages Landlord, in its sole discretion, may consider appropriate), to the extent necessary to comply with Landlord's obligations pursuant to other provisions of this lease.

15.2 Tenant shall, at Tenant's sole cost and expense, during the entire Lease Term keep and maintain in full force and affect the following types of insurance, in the amounts specified and in the form hereinafter provided, as follows:

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(a) Tenant shall purchase and maintain, at its own expense, during the Lease Term the insurance set out in **Exhibit "G"** attached hereto and made a part hereof by reference.

(b) By the Commencement Date and at least five (5) business days prior to each renewal of its insurance policies, Tenant shall deliver directly to Landlord certificates of insurance in the form attached as **Exhibit "G".** The certificate shall specify amounts, types of coverage, all additional insured endorsements, all loss payee endorsements, all mortgagee clauses, and all waivers of subrogation, and the insurance criteria listed in **Exhibit "G"**. The policies shall be renewed or replaced and maintained by Tenant as herein provided.

(c) In the event Tenant fails to maintain the insurance required by this Lease, Landlord shall have the right, without notice, to procure such insurance and/or pay the premiums for such insurance on behalf of Tenant. In the event that Landlord procures such insurance, Tenant shall repay Landlord, immediately upon demand as Additional Rent, all costs and expenses paid by Landlord in connection therewith, plus interest, at the highest rate of interest allowed by Texas law without prejudice to any other rights and remedies of Landlord under this Lease, and such failure to be deemed an Event of Default until Landlord is fully reimbursed for all such costs.

(d) Blanket Policy. Any insurance required of Tenant under this Lease may be furnished by Tenant under a "Blanket Policy", with the written consent of Landlord, which consent will not be unreasonably withheld or delayed. Such Blanket Policy shall contain an endorsement that names Landlord as an additional insured, references the Demised Premises, guarantees a minimum limit available for the Leased Premises equal to the insurance amounts required in this Lease, and otherwise satisfies the Tenant insurance requirements provided herein.

15.3 **Hazard Insurance.** Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Demised Premises any article which may be prohibited by the standard form of fire insurance policy. In addition to all rents and other sums required to be paid by Tenant to Landlord, Tenant shall pay, as Additional Rent, that portion of the insurance covering the land and improvements comprising the Shopping Center (inclusive of Common Areas) for loss or damage by fire or other risks included from time to time in what is commonly called extended coverage insurance (with vandalism and malicious mischief endorsements, boiler and machinery and all risks) and liability insurance (including without limitation any "umbrella policies"), equal to the Tenant's Pro Rata Share. Such payments required hereunder shall be made on the first day of each month and shall be based upon the last premium for such insurance. Any fractional month or partial Lease Year shall be prorated on a per diem basis.

ARTICLE XVI. WAIVER OF LIABILITY; INDEMNIFICATION; MUTUAL WAIVER OF SUBROGATION

16.1 Landlord and Landlord's agents and employees shall not be liable to Tenant nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any injury to person or damage to property caused by the Demised Premises, or other portions of the Shopping Center becoming out of repair or by defect or failure of any structural element of the Demised Premises, or of any equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Demised Premises (except where due to Landlord's gross negligence or willful failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant, nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Shopping Center or of any other persons whomsoever, excepting

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only duly authorized employees and agents of Landlord. Landlord shall not be held responsible in any way on account of any construction, repair or reconstruction (including widening) of any private or public roadways, walkways or utility lines.

16.2 Landlord shall not be liable to Tenant or to Tenant's employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Demised Premises, or the Common Area caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires, or of any other person entering the Shopping Center under express or implied invitation of Tenant (with the exception of customers in the Common Area), or arising out of the use of the Demised Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations under this lease; and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury.

16.3 Indemnification. TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE MANAGER OF THE SHOPPING CENTER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, BENEFICIARIES, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AGENTS AND EMPLOYEES (**"LANDLORD'S RELATED PARTIES"**) FROM AND AGAINST ANY AND ALL LIABILITIES, JUDGMENTS, DEMANDS, CAUSES OF ACTION, CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES AND COSTS (COLLECTIVELY, "**CLAIMS**"), ARISING OUT OF THE USE, OCCUPANCY, CONDUCT, OPERATION, OR MANAGEMENT OF THE DEMISED PREMISES, BY, OR THE WILLFUL MISCONDUCT OR NEGLIGENCE OF, TENANT, ITS OFFICERS, CONTRACTORS, LICENSEES, AGENTS, SERVANTS, EMPLOYEES, GUESTS, INVITEES, OR VISITORS IN OR ABOUT THE SHOPPING CENTER OR DEMISED PREMISES, OR ARISING FROM ANY BREACH OR DEFAULT UNDER THIS LEASE BY TENANT, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE, HOWSOEVER AND BY WHOMSOEVER CAUSED, TO ANY PERSON OR PROPERTY, OCCURRING IN OR ABOUT THE DEMISED PREMISES. **THE INDEMNITY CONTAINED IN THIS SECTION 16.3 IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER WORKERS' COMPENSATION OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD, BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**

16.4 Indemnification. LANDLORD SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT, AND ITS RESPECTIVE OFFICERS, DIRECTORS, BENEFICIARIES, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AGENTS AND EMPLOYEES (**"TENANT'S RELATED PARTIES"**) FROM AND AGAINST ANY AND ALL LIABILITIES, JUDGMENTS, DEMANDS, CAUSES OF ACTION, CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES AND COSTS (COLLECTIVELY, "**TENANT CLAIMS**"), ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ITS AGENTS AT THE SHOPPING CENTER OR DEMISED PREMISES OR ARISING FROM ANY BREACH OR DEFAULT UNDER THIS LEASE BY LANDLORD, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE, HOWSOEVER AND BY WHOMSOEVER CAUSED, TO ANY PERSON OR PROPERTY, OCCURRING IN OR ABOUT THE DEMISED PREMISES BY LANDLORD OR ITS AGENTS. **THE INDEMNITY CONTAINED IN THIS SECTION 16.4 IS INDEPENDENT OF LANDLORD'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT, BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT.**

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16.5 LANDLORD AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE DEMISED PREMISES, OR THE SHOPPING CENTER, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE SHOPPING CENTER, AND LOSS OF BUSINESS OR REVENUES, THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY, BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.**

ARTICLE XVII. DAMAGES BY CASUALTY

17.1 Tenant shall give immediate written notice to the Landlord of any damage caused to the Demised Premises by fire or other casualty.

17.2 In the event that the Demised Premises shall be damaged or destroyed by fire or other casualty insurable under special form property insurance and Landlord does not elect to terminate this lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises. In the event (a) the building in which the Demised Premises are located is destroyed or substantially damaged by a casualty not covered by Landlord's insurance or (b) such building is destroyed or rendered untenantable to an extent in excess of fifty percent (50%) of the first floor area by a casualty, or (c) the holder of a mortgage, deed of trust or other lien on such building at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord (or Tenant) may elect either to terminate this lease or (in the case of Landlord) to proceed to rebuild and repair the Demised Premises. Landlord (or Tenant) shall give written notice to Tenant of such election within one hundred twenty (120) days after the occurrence of such casualty and, if it elects to rebuild and repair, shall proceed to do so with reasonable diligence and at its sole cost and expense.

17.3 Landlord's obligation to rebuild and repair under this Article XVII shall in any event be limited to restoring one of the following (as may be applicable): (a) if this lease does not include an attached exhibit describing Landlord's initial construction responsibility (**"Landlord's Work"**), restoring the Demised Premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant; or (b) restoring Landlord's Work, as described in the applicable exhibit attached to this lease (if such an exhibit is attached), to substantially the same condition in which the same existed prior to the casualty. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by Tenant, or, if an exhibit describing Tenant's Work is attached hereto, all items of Tenant's Work as described in such exhibit, as the case may be.

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17.4 Tenant agrees that during any period of reconstruction or repair of the Demised Premises, it will continue the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the all rent shall be reduced to such extent as may be fair and reasonable under the circumstances.

ARTICLE XVIII. EMINENT DOMAIN

18.1 If more than thirty percent (30%) of the floor area of the Demised Premises or the parking area adjacent to Cibolo Valley Road should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective on the date physical possession is taken by the condemning authority.

18.2 If less than thirty percent (30%) of the floor area of the Demised Premises should be taken as aforesaid, this lease shall not terminate; however, the Minimum Guaranteed Rental payable hereunder during the unexpired portion of this lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations to the remaining premises or, if an exhibit describing Landlord's Work is attached to this lease, all necessary repairs within the scope of Landlord's Work as described in such exhibit, as the case maybe, required to make the remaining portions of the Demised Premises an architectural whole.

18.3 If any part of the Common Area should be taken as aforesaid, this lease shall not terminate, nor shall the rent payable hereunder be reduced, except that either Landlord or Tenant may terminate this lease if the area of the Common Area remaining following such taking plus any additional parking area provided by Landlord in reasonable proximity to the Shopping Center shall be less than seventy percent (70%) of the area of the Common Area immediately prior to the taking. Any election to terminate this lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party within thirty (30) days after the date physical possession is taken by the condemning authority.

18.4 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises of Common Area shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for Tenant’s moving and relocation expenses or for the loss of Tenant’s fixtures and other tangible personal property if a separate award for such items is made to Tenant as long as such separate award does not reduce the amount of the award that would otherwise be awarded to Landlord.

ARTICLE XIX. ASSIGNMENT AND SUBLETTING

19.1 Tenant shall not assign or in any manner transfer this lease or any estate or interest therein, or sublet the Demised Premises or any part thereof or grant any license, concession or other right of occupancy of any portion of the Demised Premises to any party which is not owned by Tenant without the prior written consent of Landlord. Landlord agrees that it will not unreasonably withhold (or delay) consent in a wholly unreasonable and arbitrary manner (as further explained in Section 28.4 of this lease); however, in determining whether or not to grant its consent, Landlord shall be entitled to take into consideration factors such as Landlord's desired tenant mix, the reputation and net worth of the proposed transferee, and the then current market conditions (including market rentals). In addition, Landlord shall also be entitled to charge Tenant a $1,250 fee for processing Tenant's requestas the estimate and Landlord’s reasonable out-of-pocket costs and expenses not to exceed $3,500.00 with respect to Landlord’s consent to such assignment or subletting, including without limitation Landlord’s attorneys’ fees. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Consent to one transfer where Landlord's consent is required is not a consent to any subsequent transfer. Any

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assignment, transfer, conveyance, pledge or mortgage in violation of this Article XIX shall be voidable at the sole option of Landlord.

19.2 If Tenant is a corporation, partnership or other entity and if at any time during the term of this lease the person or persons who own a majority of either the outstanding voting rights or the outstanding ownership interests of Tenant at the time of the execution of this lease cease to own a majority of such voting rights or ownership interests (except as a result of transfers for estate planning purposes or by devise or descent), the loss of a majority of such voting rights or ownership interests shall be deemed an assignment of this lease by Tenant and, therefore, subject in all respects to the provisions of Section 19.1 above. The previous sentence shall not apply, however, if at the time of the execution of this lease, Tenant is a corporation and the outstanding voting shares of capital stock of Tenant are listed on a recognized security exchange or over-the-counter market.

19.3 Any assignee or subleases of an interest in and to this lease shall be deemed, by acceptance of such assignment or sublease or by taking actual or constructive possession of the Demised Premises, to have assumed all of the obligations set forth in or arising under this lease. Such assumption shall be effective as of the earlier of the date of such assignment or sublease or the date on which the assignee or sublessee obtains possession of the Demised Premises.

19.4 Notwithstanding any assignment or subletting, unless Landlord agrees otherwise at that time, Tenant and any guarantor of Tenant's obligations under this lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under this lease (even if future assignments and sublettings occur subsequent to the assignment or subletting by Tenant, and regardless of whether or not Landlord’s approval has been obtained for such future assignments and sublettings). Moreover, in the event that the rental due and payable by a sublessee (or a combination of the rental payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the rental payable under this lease, or if with respect to a permitted assignment, permitted license or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee or other transferee exceeds the rental payable under this lease, then Tenant shall be bound and obligated to pay Landlord all such excess rental and other excess consideration within ten (10) days following receipt thereof by Tenant from such sublessee, assignee, licensee or other transferee, as the case may be. Finally, in the event of an assignment or subletting, it is understood and agreed that all rentals paid to Tenant by an assignee or subleases shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord without offset or reduction of any kind; and upon election by Landlord such rentals shall be paid directly to Landlord as specified in Article IV of this lease (to be applied as a credit and offset to Tenant's rental obligation).

19.5 Tenant shall not mortgage, pledge or otherwise encumber its interest in this lease or in the Demised Premises.

19.6 In the event of the transfer and assignment by Landlord of its interest in this lease and in the building containing the Demised Premises to a person expressly assuming Landlord's obligations under this lease, Landlord shall thereby be released from any further obligations hereunder (except for the duty of Landlord to transfer Tenant’s Security Deposit and Prepaid Rental to the assignee), and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder shall be assigned and transferred by Landlord to such successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto.

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ARTICLE XX. SUBORDINATION; ATTORNMENT; ESTOPPELS

20.1 Tenant accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Shopping Center or any portion of the Shopping Center which includes the Demised Premises, and to any renewals and extensions thereof. Tenant agrees that any mortgagee shall have the right at any time to subordinate its mortgage, deed of trust or other lien to this lease; provided, however, notwithstanding that this lease may be (or made to be) superior to a mortgage, deed of trust or other lien, the mortgagee shall not be liable for prepaid rentals, security deposits and claims accruing during Landlord's ownership; further provided that the provisions of a mortgage, deed of trust or other lien relative to the rights of the mortgagee with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and provisions relative to proceeds arising from insurance payable by reason of damage to or destruction of the Demised Premises shall be prior and superior to any contrary provisions contained in this instrument with respect to the payment or usage thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien hereafter placed upon the Demised Premises or the Shopping Center as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this lease as Landlord may request; provided, however, that upon Tenant's written request and notice to Landlord, Landlord shall use good faith efforts to obtain from any such mortgagee a written agreement, that after a foreclosure (or a deed in lieu of foreclosure) the rights of Tenant shall remain in full force and effect during the term of this lease so long as Tenant shall continue to recognize and perform all of the covenants and conditions of this lease.

20.2 At any time when the holder of an outstanding mortgage, deed of trust or other lien converting Landlord's interest in the Demised Premises has given Tenant written notice of its interest in this lease, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or other lien shall have received written notice of such default and a reasonable time (not less than thirty (30) days) shall thereafter have elapsed without the default having been cured.

20.3 Tenant agrees that it will from time to time upon request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to party designated by Landlord), which statement shall identify Tenant and this lease, shall certify that (to the extent factually true) this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and affect as so modified), confirm that Landlord is not in default as to any obligations of Landlord under this lease (or if Landlord is In default, specifying any default), shall confirm Tenant's agreements contained above in this Article XX, and shall contain such other information or confirmations (that to the extent factually true) as Landlord may reasonably require ("**Estoppel**")..

20.4 In addition to the Permitted Exceptions, at Landlord's option, this Lease shall be subordinate to any declaration of restrictive covenants, reciprocal easement or operating agreement entered into (i) between Landlord and any adjacent landowner or (ii) by Landlord and/or the owners of portions of the Shopping Center for the benefit of any current or future owner, tenant or lessee of the Shopping Center, executed to provide for the efficient operation of the Shopping Center, provided that such agreement shall not materially and adversely interfere with Tenant's use of the Demised Premises for the Permitted Use.

ARTICLE XXI. INTENTIONALLY DELETED

ARTICLE XXII. DEFAULT BY TENANT AND REMEDIES

22.1 The following events shall be deemed to be events of default by Tenant under this lease:

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(a) Tenant shall fail to pay any installment of rental or any other obligation under this lease involving the payment of money and such failure shall continue for a period of five (5) business days after written notice thereof to Tenant provided, however, that for each calendar year during which Landlord has already given Tenant one written notice of the failure to pay an installment of rental, no further notice shall be required (i.e., the event of default will automatically occur on the tenth day after the date upon which the rental was due).

(b) Tenant shall fail to comply with any provision of this lease, other than as described in sub-section (a) above, and either shall not cure such failure within thirty (30) days after written notice thereof to Tenant, or shall cure that particular failure but shall again fail to comply with the same provision of the lease within three (3) months after Landlord's written notice.

(c) Tenant or any guarantor of Tenant's obligations under this lease shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant or any guarantor of Tenant's obligations under this lease shall file a petition under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations under this lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this lease thereunder.

(e) A receiver or Trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligation under this lease.

(f) Tenant shall desert or vacate or shall commence to desert or vacate the Demised Premises or any substantial portion of the Demised Premise or at any time prior to the last month of the Lease Term shall remove or attempt to remove, without prior written consent of Landlord, all or a substantial amount of Tenant's goods, wares, equipment, fixtures, furniture, or other personal property.

(g) Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises or upon all or any part of the Shopping Center.

(h) Should Tenant fail to deliver to Landlord an Estoppel within the timeline referenced in Section 20.3 above.

22.2 Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies:

Without any further notice or demand whatsoever, Tenant shall be obligated to reimburse Landlord for the reasonable damages suffered by Landlord as a result of the event of default, plus interest on such amount at the maximum contractual rate which could legally be charged in the event of a loan of such amount to Tenant (but in no event to exceed 10 % per year); and Landlord may pursue a monetary recovery from Tenant.

(i) Without any further notice or demand whatsoever, Landlord may take any one or more of the actions permissible at law to insure performance by Tenant of Tenant's covenants and obligations under this lease. In this regard, and without limiting the generality of the immediately preceding sentence, it is agreed that if Tenant fails to open for business as required in this lease or, having opened for business, deserts or vacates the Demised Premises, Landlord may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Tenant the monthly rentals and other charges provided in this lease, with commercially-reasonable efforts to relet; however, Landlord efforts to relet the Demised Premises shall not be deemed as an acceptance of Tenant's surrender of the Demised

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Premises unless Landlord expressly notifies Tenant of such acceptance in writing pursuant to this subsection (b), Tenant hereby acknowledging that Landlord shall otherwise be reletting as Tenant's agent and Tenant furthermore hereby agreeing to pay to Landlord on demand any deficiency that may arise between the monthly rentals and other charges provided in this lease and that actually collected by Landlord. It is further agreed in this regard that in the event of any default described in subsection (b) of Section 22.1 of this lease, Landlord shall have the right to enter upon the Demised Premises by force if necessary without being liable for prosecution or any claim for damages therefore, and do whatever Tenant is obligated to do under the terms of this lease; and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action. Finally, it is agreed that in the event of any default described in subsection (g) of Section 22.1 of this lease, Landlord may pay or bond around such lien, whether or not contested by Tenant; and in such event Tenant agrees to reimburse Landlord on demand for all costs and expenses incurred in connection with any such action, with Tenant further agreeing that Landlord shall in no event be liable for any damages or claims resulting from such action.

(j) Landlord may terminate this lease by written notice to Tenant, in which event Tenant shall immediately surrender, the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent (including any late charge or interest which may have accrued pursuant to Section 4.6 of this lease), enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor. In addition, Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of any termination effected pursuant to this subsection (c), said loss and damage to be determined by either of the following alternative measures of damages:

(i) Until Landlord is able, through reasonable efforts, the nature of which efforts shall be at the sole discretion of Landlord, to relet the Demised Premises under terms satisfactory to Landlord, in its sole discretion, Tenant shall pay to Landlord on or before the first day of each calendar month, the monthly rentals and other charges provided in this lease. If and after the Demised Premises have been relet by Landlord, Tenant shall pay to Landlord on the 20th day of each calendar month the difference between the monthly rentals and other charges provided in this lease for such calendar month and that actually collected by Landlord for such month. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in anyway the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Landlord from subsequent tenants for any calendar month in excess of the monthly rentals and other charges provided in this lease, shall be credited to Tenant in reduction of Tenant's liability for any calendar month for which the amount collected by Landlord will be less than the monthly rentals and other charges provided in this lease; but Tenant shall have no right to such excess other than the above-described credit.

If Landlord elects to exercise the remedy prescribed in subsection 22.2(b) above, this election shall in no way prejudice Landlord’s right at any time thereafter to cancel said election in favor of the remedy prescribed in subsection 22.2(c) above, provided that at the time of such cancellation Tenant is still in default. Each and every right and remedy hereunder shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

22.3 It is further agreed that, in addition to payments required pursuant to subsections 22.2(b) and 22.2(c) above, Tenant shall compensate Landlord for all reasonable expenses incurred by Landlord in

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repossession (including, among other expenses, any increase in insurance premiums caused by the vacancy of the Demised Premises), all reasonable expenses incurred by Landlord in reletting (including, among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), and a reasonable allowance for Landlord's administrative efforts, salaries and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided herein and under applicable law.

22.4 Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of Landlord hereunder shall be deemed cumulative and not exclusive of each other.

22.5 If on account of any breach or default by Tenant in its obligations hereunder, Landlord shall employ an attorney to present, enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees incurred by Landlord in such connection.

22.6 In the event of a default under subsection 22.1(a) above or in the event that any one or more provisions of this Article XXII authorizes Landlord to enter the Demised Premises, Landlord is entitled and is hereby authorized, without any notice to Tenant, to enter upon the Demised Premises by use of a duplicate key, a master key, a locksmith's entry procedures or any other means not involving personal confrontation, and to alter or change the door locks on all entry doors of the Demised Premises, thereby permanently excluding Tenant. In such event Landlord shall not be obligated to place any written notice on the Demised Premises explaining Landlord's action; moreover, if a reason for Landlord's action is the failure of Tenant to pay any one or more rentals when due pursuant to this lease, Landlord shall not be required to provide the new key (if any) to Tenant until and unless all rental defaults of Tenant have been fully cured.

22.7 Tenant acknowledges its obligation to deposit with Landlord the sum stated in Section 1.1(q) above, to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this lease. Tenant agrees that such deposit may be commingled with Landlord's other funds and is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rentals and any other damage, injury, expense or liability caused to Landlord by such event of default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default thereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of this lease (subject to the provisions of Section 19.6 above).

22.8 In the event of any default described in subsection (d) of Section 22.1 of this lease, any assumption and assignment must conform with the requirements of the Bankruptcy Code which provides, in part, that the Landlord must be provided with adequate assurances (i) of the source of rent and other consideration due under this lease, (ii) that the financial condition and operating performance of any proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of Tenant and its guarantors, if any, as of the date of execution of this lease; (iii) that any percentage rent due under this lease will not decline substantially; (iv) that any assumption or assignment is subject to all of the provisions of this lease (including, but not limited to, restrictions as to use) and will not breach any such provision contained in any other lease, financing agreement or other agreement relating to the Shopping Center; and (v) that any assumption or assignment will not disrupt any tenant mix or balance in the Shopping Center.

(a) In order to provide Landlord with the assurances contemplated by the Bankruptcy Code, Tenant must fulfill the following obligations, in addition to any other reasonable obligations that Landlord may require, before any assumption of this lease is effective: (i) all defaults under subsection (a) of

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Section 22.1 of this lease must be cured within ten (10) days after the date of assumption; (ii) all other defaults under Section 22.1 of this lease other than under subsection (d) of Section 22.1 must be cured within fifteen (15) days after the date of assumption; (iii) all actual monetary losses incurred by Landlord (including, but not limited to, reasonable attorneys' fees) must be paid to Landlord within ten (10) days after the date of assumption; and (iv) Landlord must receive within ten (10) days after the date of assumption a security deposit in the amount of six (6) months minimum guaranteed rent (using the minimum guaranteed rent in effect for the first full month immediately following the assumption) and an advance prepayment of minimum guaranteed rent in the amount of three (3) months minimum guaranteed rent (using the minimum guaranteed rent in effect for the first full month immediately following the assumption), both sums to be held by Landlord in accordance with Section 22.8 above and deemed to be rent under this lease for the purposes of the Bankruptcy Code as amended and from time to time in effect.

(b) In the event this lease is assumed in accordance with the requirements of the Bankruptcy Code and this lease, and is subsequently assigned, then, in addition to any other reasonable obligations that Landlord may require and in order to provide Landlord with the assurances contemplated by the Bankruptcy Code, Landlord shall be provided with (i) a financial statement of the proposed assignee prepared in accordance with generally accepted accounting principles consistently applied, though on a cash basis, which reveals a net worth in an amount sufficient, in Landlord's reasonable judgement, to assure the future performance by the proposed assignee of Tenant's obligations under this lease; or (ii) a written guaranty by one or more guarantors with financial ability sufficient to assure the future performance of Tenant's obligations under this lease, such guaranty to be in form and content satisfactory to Landlord and to cover the performance of all of Tenant's obligations under this lease.

22.9 No agreement except a surrender of the Demised Premises and no act or omission by Landlord or Landlord's agent during the term shall constitute an acceptance or surrender of the Demised Premises unless made in writing and signed by Landlord. No reentry or taking possession of the Demised Premises by Landlord shall constitute an election by Landlord to terminate this lease unless a written notice of such intention is given to Tenant.

22.10 In the event, and only in the event, that applicable law requires Landlord to attempt to mitigate damages, for purposes of this Article XXII, Landlord and Tenant agree that any Landlord's duty to mitigate shall be satisfied and Landlord shall be deemed to have used objectively reasonable efforts to fill the Demised Premises by doing the following: (a) posting a "For Lease" sign on the Demised Premises; (b) advising Landlord's leasing agent of the availability of the Demised Premises; and (c) advising at least one (1) outside commercial brokerage entities of the availability of the Demised Premises; provided, however, that Landlord shall not be obligated to relet the Demised Premises before leasing any other unoccupied portions of the Shopping Center and any other property under the ownership or control of Landlord. If Landlord receives any payments from the reletting of the Demised Premises, and is required to mitigate damages (despite the intent of the parties hereunder), any such payment shall first be applied to any costs or expenses incurred by Landlord as a result of a default by Tenant under this lease.

22.11 Repetitive Default: Should Tenant be in default for the same cause three (3) or more times during the Lease Term, regardless of whether Tenant has cured previous defaults, Landlord may elect to terminate this Lease and whether or not this Lease is terminated, re-enter the Leased Premises and take possession thereof, and remove all persons therefrom, without liability therefore, and Tenant shall have no further claim therein or hereunder.

ARTICLE XXIII. LANDLORD'S CONTRACTUAL SECURITY INTEREST

23.1 In addition to the statutory Landlord's lien, Landlord shall have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and

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to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment. fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be, situated on the Demised Premises, and all proceeds therefrom, and such property shall not be removed without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord or to become due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Demised Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this lease at least five (5) days before the time of sale. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the above described Demised Premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiencies forthwith. Tenant hereby agrees that a carbon, photographic or other reproduction of this lease shall be sufficient to constitute a financing statement. Tenant nevertheless agrees that upon request by Landlord, Tenant agrees that it will execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provision of the Uniform Commercial Code (or corresponding state statute or statutes) in force in the state in which the property is located, as well as any other state the laws of which Landlord may at any time consider to be applicable; moreover Landlord is hereby irrevocably vested with a power of attorney from Tenant to execute any and all such financing statements on behalf of Tenant.

23.2 Notwithstanding Section 23.1, Landlord agrees that it will subordinate its security interest and landlord's lien to the security interest of Tenant's supplier or institutional financial source for as long as the rental account of Tenant under this lease is current (or is brought current) and the lender is a bona fide third party institutional lender or otherwise approved by Landlord, provided that Landlord approves the transaction as being reasonably necessary for Tenant's operations at the Demised Premises, and further provided that the subordination must be limited to a specified transaction and specified items of the fixtures, equipment or inventory involved in the transaction.

ARTICLE XXIV. HOLDING OVER

24.1 In the event Tenant remains in possession of the Demised Premises after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month to month at a rental equal to the rental herein provided plus fifty percent (50%) of such amount otherwise subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenancy. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed as to extend the Term or prevent Landlord from immediate recovery of possession of the Demised Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to perform improvements or deliver possession

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of the Demised Premises to a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Demised Premises within seven (7) days after Landlord notifies Tenant of Landlord's inability to perform improvements or deliver possession, Tenant shall be liable to Landlord for all damages, including, without limitation, consequential damages, that Landlord suffers from the holdover. Notwithstanding anything herein to the contrary, pursuant to Section 91.001(c) of the Texas Property Code, Landlord and Tenant specifically agree that no notice to terminate Tenant's tenancy hereunder will be required from and after the expiration of the Term of this Lease under Section 91.001 or Section 24.005 of the Texas Property Code before Landlord files a forcible detainer suit on grounds that the tenant is holding over beyond the end of the rental term or renewal period (if any) hereof; and any sublease hereunder shall not be approved unless it also contains a specific comparable waiver by the subtenant thereunder. The provisions of this Section 24.1 shall survive the expiration or earlier termination of this Lease.

ARTICLE XXV. NOTICES

25.1 Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or, if earlier and regardless of whether actually received or not, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out in Section 1.1 above (or at Landlord's option, to Tenant at the Demised Premises), or at such other addresses as they have theretofore specified by written notice.

25.2 If and when included within the term **"Landlord"** as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term **"Tenant"** as used in this instrument there are more than one person, firm, or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payment to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment. In addition, Tenant agrees that notices to Tenant may be given by Landlord's attorney, property manager or other agent.

ARTICLE XXVI. COMMISSIONS; ADVICE FROM AGENT

26.1 Landlord and Tenant each hereby represents and warrants to the other that it has had no dealings related to this Lease with any broker or agent other than Agent, as defined in Section 1.1(g) (who represents the Landlord only) and Cooperating Agent, as defined in Section 1.1(h) (who represents the Tenant only) (collectively, the "**Brokers**"). Each party agrees to defend, indemnify, hold harmless and defend the other from all liability arising from any other claim for a commission or finder's fee arising from acts of said party with the exception of the Brokers or a breach of the foregoing representation. Landlord shall pay to Agent, a commission for negotiating this lease, in accordance with a separate agreement between Landlord and Agent. Pursuant to a separate agreement between Agent and Cooperating Agent, Agent shall pay directly to any Cooperating Agent a portion of the commission paid to Agent by Landlord. Landlord shall not be responsible for the payment of any commission directly to any Cooperating Agent.

26.2 Tenant hereby represents and warrants to Landlord that it has had no dealings related to this Lease with any broker or agent other than Agent. Tenant agrees to indemnify and hold the Landlord's Related Parties harmless from any claims, costs or expenses arising due to Tenant's breach of the foregoing representation.

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ARTICLE XXVII. REGULATIONS

27.1 Landlord and Tenant acknowledge that there are in effect federal, state, county and municipal laws, orders, rules directives and regulations (collectively referred to hereinafter as the **"Regulations"**) and that additional Regulations may hereafter be enacted or go into effect, relating to or affecting the Demised Premises or the Shopping Center, and concerning the impact on the environment of construction, land use, maintenance and operation of structures, toxic or otherwise hazardous substances, and conduct of business. Tenant will not cause, or permit to be caused, any act or practice, by negligence, omission or otherwise, that would adversely affect the environment, or do anything or permit anything to be done that would violate any of said laws, regulations or guidelines. Moreover, Tenant shall have no claim against Landlord by reason of any changes Landlord may make in the Shopping Center or the Demised Premises pursuant to said Regulations or any charges imposed upon Tenant, Tenant's customers or other invitees pursuant to same.

ARTICLE XXVIII. MISCELLANEOUS

28.1 Nothing in this lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

28.2 Tenant may (if Landlord has failed to honor a provision of this Lease after 30 day's notice and any applicable cure period) withhold or reduce Tenant's required payment of rentals and other charges provided in this lease,. In addition, if needed Tenant shall still have the ability of pursuing all rights granted it under this lease or at law; however, as contemplated in Texas Rule of Civil Procedure 174(b), as amended from time to time, at the direction of Landlord, Tenant's claims in this regard shall be litigated in proceedings different from any litigation involving rental claims or other claims by Landlord against Tenant (i.e., each party may proceed to a separate judgment without consideration, counterclaim or offset as to the claims asserted by the other party).

28.3 Notwithstanding anything herein to the contrary, Landlord shall in no event be liable to Tenant for any indirect, consequential or punitive damages or any claim for loss of profits, and no personal liability of any kind or character whatsoever now attaches or at any time hereafter under any conditions shall attach to Landlord or any partners, members, officers, directors, or shareholders of Landlord as applicable for payment of any amounts due under this Lease or for the performance of any obligation under this Lease. The exclusive remedies of Tenant for the failure of Landlord to perform any of its obligations under this Lease shall be to proceed against the interest of Landlord in and to the Center, it being understood that in no event shall a judgment for any deficiency or monetary claim be sought, obtained or enforced against any partner, officer, director or shareholder of Landlord as applicable. The immediately preceding sentence shall not be deemed to deny Tenant the ability of pursuing all rights expressly granted it under this Lease or at law; however, as contemplated in Rule 174(b) of the Texas Rules of Civil Procedure (as such may be amended from time to time), at the direction of Landlord, Tenant's claims in this regard will be litigated in proceedings different from any litigation involving rent claims or other claims by Landlord against Tenant (i.e., each party may proceed to a separate judgment without consideration, counterclaim or offset as to the claims asserted by the other party).

28.4 In all circumstances under this lease where the prior consent of one party (the **"consenting party"**), whether it be Landlord or Tenant, is required before the other party (the **"requesting party"**) is authorized to take any particular type of action, such consent shall not be withheld (or delayed) in a wholly unreasonable and arbitrary manner; however, the requesting party agrees that its exclusive remedy if it believes that consent has been withheld improperly (including, but not limited to, consent required from Landlord

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pursuant to Section 9.2 or Section 19.1) shall be to institute litigation either for a declaratory judgment or for a mandatory injunction requiring that such consent be given (with the requesting party hereby waiving any claim for damages, attorneys' fees or any other remedy unless the consenting party refuses to comply with a court order or judgment requiring it to grant its consent).

28.5 One or more waivers of any covenant, term or condition of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

28.6 Force Majeure Event. In the event that either party shall be unavoidably prevented or unavoidably delayed from the performance of any work, service or other acts required to be performed by such party under this Lease, and such unavoidable prevention or unavoidable delay is caused by washouts; explosions; earthquakes; fire; storms; shortages in labor and materials); weather (inclement weather which prevents construction); strikes; lockouts; acts of God; governmental acts; enemy acts; civil commotion; other casualty; epidemic or pandemic that results in community-wide quarantine, curfew, lockdown or other restriction against, or limitation of, public or private gatherings or events (including, without limitation, those that prevent employees or contractors from working in public or private spaces) imposed or mandated by governmental or quasi-governmental entities with binding authority (collectively, "**Pandemic**"); or other causes of a like nature beyond the control of, and without the fault or negligence of, the party so prevented or delayed from performance (collectively, "**Force Majeure Delay**"), then performance of such work, service or other act shall be deferred during the period of such prevention or delay. In no event shall any closures due to Pandemics that prevent Tenant's ability to operate in the Leased Premises for the Permitted Use constitute abandonment under the terms of this Lease. Provided, however, that the party claiming a Force Majeure Delay must give written notice of such event to the other party, promptly after the Force Majeure Delay occurred in order to claim any benefit under this Section 28.6.

The terms "unavoidable prevention or unavoidable delay" or "unavoidably prevented or unavoidably delayed" as used in this Section 28.6 shall mean that a party's performance (at any time) or timely performance, as applicable, was rendered impossible or commercially impracticable due to one or more of the events or circumstances described above. Performance (at any time) or timely performance, as applicable, shall be considered impossible or commercially impracticable only if (i) the non-performing party's failure to perform (at any time) or timely perform, as applicable, was beyond the control of, and not the result of the fault or negligence of, the non-performing party, and (ii) the event or circumstance resulting in the non-performing party's failure to perform (at any time) or timely perform, as applicable, could not reasonably have been avoided or overcome despite the non-performing party's best efforts. The provisions of this Section 28.6 shall not operate to defer or relieve Tenant's obligation to pay Rent and/or Tenant's proportionate share of Common Area costs and expenses, real estate charges, insurance expenses and other applicable costs described in this Lease.

28.7 If any provision of this lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby.

28.8 If this lease is in fact a sublease, Tenant accepts this lease subject to all of the terms and conditions of the underlying lease under which Landlord holds the Shopping Center as lessee. Tenant covenants that it will do no act or thing which would constitute a violation by Landlord of its obligation under such underlying lease; provided, however, that Tenant's agreement in this regard is premised on Landlord's assurances to the effect that the terms of this lease do not violate such underlying lease.

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28.9 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of the lease. Venue for any action under this lease shall be the county in which rentals are due pursuant to Section 4.1 and Section 1.1 of this lease.

28.10 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

28.11 Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

28.12 The terms, provisions and covenants contained in this lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

28.13 This lease contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified or expressly contemplated in this lease. No brochure, rendering, information or correspondence shall be deemed to be a part of this agreement unless specifically incorporated herein by reference. In addition, no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

28.14 LANDLORD AND TENANT HEREBY ACKNOWLEDGE THAT THEY ARE NOT RELYING UPON ANY BROCHURE, RENDERING, INFORMATION, REPRESENTATION OR PROMISE OF THE OTHER.

28.15 This lease consists of twenty-eight articles and **Exhibits "A" through "G-2"**. With the exception of Article VII, in the event any provision of an exhibit or other attached page shall be inconsistent with a provision in the body of the lease, the provision as set forth in the exhibit or other attached page shall be deemed to control.

28.16 USA Patriot Act.

(a) As of the date of this Lease, Tenant is and, at all times during the term of this Lease shall remain, in full compliance with all the applicable laws and regulations of the United States of America that prohibit, regulate or restrict financial transactions, including but not limited to, conducting any activity or failing to conduct any activity, that constitutes a money laundering crime, including any money laundering crime prohibited under the Money Laundering Control Act, 18 U.S.C. 1956, 1957, or the Bank Secrecy Act, 31 U.S.C. 5311 et seq. and any amendments or successors thereto and any applicable regulations promulgated thereunder ("**Anti-Money Laundering Regulations**").

(b) Tenant represents and warrants that: (i) neither it, nor any of its owners, officers, directors, members, managers, partners or employees, is named as a "**Specially Designated National and Blocked Person**" as designated by the United States Department of the Treasury's Office of Foreign Assets Control or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; (ii) it is not owned or controlled, directly or indirectly, by the government of any country that is subject to a United States Embargo; and (iii) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a "**Specially Designated National and Blocked Person**," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and (iv) it did not engage in this Lease directly or indirectly on behalf of, or facilitating this Lease directly or indirectly on behalf of, any such person, group, entity or nation.

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Tenant covenants and agrees that: (i) neither it, nor any of its owners, officers, directors, members, managers, partners or employees, will become named as a "**Specially Designated National and Blocked Person**" as designated by the United States Department of the Treasury's Office of Foreign Assets Control or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and (ii) no funds will be used to make any payments due under this Lease which were obtained directly or indirectly from a Specially Designated National and Blocked Person or otherwise derived from a country that is subject to a United States Embargo, is or will become named a Specially Designated National and Blocked Person. In the event that Tenant is a publicly-traded company whose shares are listed on a national stock exchange, the foregoing representations, warranties, covenants, and agreements shall not apply to shareholders of Tenant.

(c) Tenant acknowledges that it understands and has been advised by legal counsel on the requirements of the applicable laws referred to above, including the Money Laundering Control Act, 18 U.S.C. 1956, 1957, the Bank Secrecy Act, 31 U.S.C. 5311 et seq., the applicable regulations promulgated thereunder, and the Foreign Assets Control Regulations, 31 C.F.R. Section 500 et seq.

Tenant covenants and agrees to immediately notify Landlord upon receipt of any information indicating violation of the laws, regulations and executive order listed in this Section or if Tenant or any officer, director, member, manager, employee, or owner of Tenant is custodially detained on charges relating to money laundering, whereupon Landlord shall be entitled to take all actions necessary so that Landlord is in compliance with all Anti-Money Laundering Regulations, and any such violation or breach of this Section shall be deemed to be Events of Default hereunder.

28.17 **DTPA INAPPLICABLE. TENANT HEREBY REPRESENTS AND WARRANTS, AND ACKNOWLEDGES THAT (i) TENANT IS REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS LEASE AND (ii) THE DEMISED PREMISES WHICH ARE THE SUBJECT OF THIS LEASE ARE NOT A FAMILY RESIDENCE OCCUPIED OR TO BE OCCUPIED AS TENANT'S RESIDENCE. LANDLORD IS RELYING ON SUCH REPRESENTATION AND WARRANTY IN ORDER TO ESTABLISH THE INAPPLICABILITY OF THE TEXAS BUSINESS AND COMMERCE CODE, SECTION 17.41 ET. SEQ. TO THIS LEASE.**

28.18 WAIVER OF JURY TRIAL. IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED UNDER, IN RELATION TO, ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH THIS LEASE, WHETHER CONTRACTUAL, STATUTORY, AT LAW OR AT EQUITY INVOLVING LANDLORD AND TENANT, LANDLORD AND TENANT HEREBY WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO TRIAL BY JURY. LANDLORD AND TENANT HEREBY ACKNOWLEDGE AND AGREE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS AND HAS BEEN SPECIFICALLY BARGAINED FOR BY LANDLORD AND TENANT, AND LANDLORD AND TENANT KNOWINGLY, WILLINGLY AND VOLUNTARILY ENTER INTO THIS WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT REPRESENT THAT EACH PARTY HAS READ THIS WAIVER OF JURY TRIAL, HAD AN OPPORTUNITY TO DISCUSS SUCH WAIVER OF JURY TRIAL WITH AN ATTORNEY AND KNOWINGLY, WILLINGLY AND VOLUNTARILY ENTERED INTO THIS PROVISION. LANDLORD AND TENANT EACH ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER OF JURY TRIAL. THIS WAIVER OF JURY TRIAL HAS BEEN BARGAINED FOR BETWEEN LANDLORD AND TENANT, AND IF TENANT REQUIRED LANDLORD TO AGREE TO A JURY TRIAL, THE TERMS, CONDITIONS AND ECONOMICS OF THIS LEASE BETWEEN THE PARTIES WOULD HAVE BEEN AFFECTED AND WOULD HAVE REQUIRED A SIGNIFICANT INCREASE IN MINIMUM RENT AND IN CONSIDERATION

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THEREFOR, TENANT HAS AGREED TO THIS WAIVER OF JURY TRIAL. This Section shall survive the expiration or termination of this Lease.

28.19 NO SECURITY OBLIGATION. TENANT SPECIFICALLY ACKNOWLEDGES THAT LANDLORD HAS NO DUTY TO PROVIDE SECURITY FOR ANY PORTION OF THE SHOPPING CENTER, INCLUDING WITHOUT LIMITATION THE DEMISED PREMISES AND THE COMMON AREA, AND TENANT HAS ASSUMED SOLE RESPONSIBILITY AND LIABILITY FOR THE SECURITY OF ITSELF, ITS PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, VISITORS, INVITEES, LICENSEES, SUBTENANTS AND CONCESSIONAIRES AND THEIR RESPECTIVE PROPERTY, IN, ON OR ABOUT THE SHOPPING CENTER, INCLUDING WITHOUT LIMITATION THE DEMISED PREMISES AND THE COMMON AREA. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TENANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE EXTENT LANDLORD ELECTS TO PROVIDE ANY SECURITY, LANDLORD IS NOT WARRANTING THE EFFICACY OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT AND THAT TENANT IS NOT RELYING AND SHALL NOT HEREAFTER RELY ON ANY SUCH PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT. LANDLORD SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR FAILURE OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT TO PREVENT OR CONTROL, OR APPREHEND ANY ONE SUSPECTED OF, PERSONAL INJURY OR PROPERTY DAMAGE IN, ON OR AROUND THE SHOPPING CENTER.

28.20 **CONFIDENTIALITY.** Tenant agrees that it shall not, without the prior written consent of Landlord, make any public announcement about this lease or of any of the terms, conditions, or provisions hereof, including without limitation, the Rent, the Environmental Report (if any), or the results of any inspection, test, survey, or study conducted by Tenant pursuant to this lease. Tenant shall not disclose any of the information contained in this Lease or any document obtained by Landlord or Tenant in connection with this lease to any third party except Tenant's counsel, consultants, lenders, and other advisors engaged to help Tenant in connection with the lease of the Premises pursuant to this lease (collectively, the "**Permitted Parties**"), on a need-to-know basis, provided such Permitted Parties are advised of the confidentiality and nondisclosure obligations of Tenant and agree to be bound thereby. Tenant agrees to indemnify and hold Landlord harmless from and against any loss, injury, damage, claim, lien, cost or expenses, including attorneys' fees, arising from a breach of the foregoing confidentiality agreement. The covenants set forth in this Section 28.21 shall survive the termination or expiration of this lease.

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Signature Page Follows]

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EXECUTED as of the latest date accompanying a signature by Landlord or Tenant below (the "Effective Date").

LANDLORD:

Buffalo Heights-Cibolo Developers, LTD.,
a Texas limited partnership

By: Buffalo Heights-Cibolo GP, LLC,
a Texas limited liability company

Its: General Partner

Signed by:
By: Benjamin Dreszer
B70D7A3D333E458...
Name: Benjamin Dreszer
Title: Manager

Date of Signature: 6/30/2025

TENANT:

Cibolo Ace Hardware, LLC,
a Texas limited liability company
Taxpayer ID.39-2085311

Signed by:
By:
CF132AF7B8884C2...
Michael C. Eklund, Managing Director

DocuSigned by:
By: Shannon Eklund
2B30FD7A790D4AB...
Shannon Colleen Eklund, Managing Director

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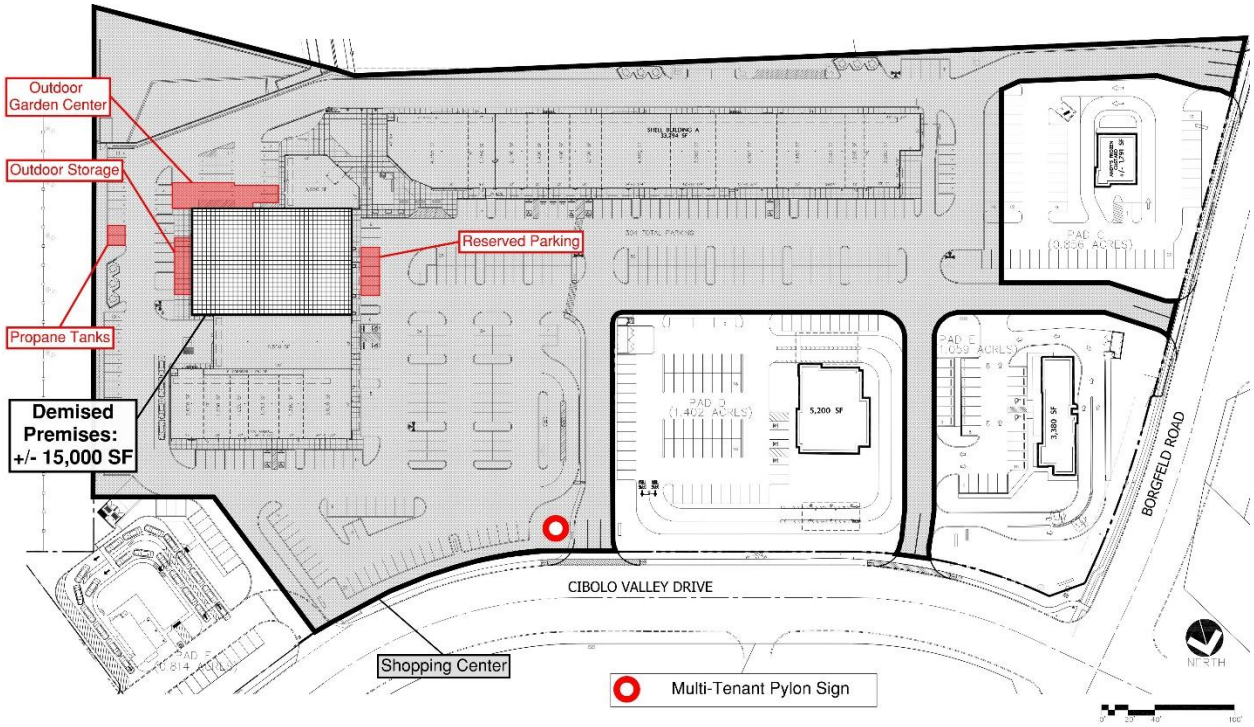
EXHIBIT "A"

SITE PLAN



This Site Plan is attached to this lease solely for the purpose of identifying the approximate location of the Demised Premises and the Shopping Center, and no representation, warranty, or covenant is to be implied by any other information shown on this Site Plan.

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EXHIBIT "A-1"

SHOPPING CENTER LEGAL DESCRIPTION

Lot 4 Block 3 – 7.320 acres out of the Final Replat and Subdivision Plat Establishing Buffalo Heights being a total of 11.896 acres establishing Lots 1-5 & 901 and right of way dedication of .061 acres being comprised of Lot 1, Block 2, Cibolo Shopping Center Subdivision and a portion of Lot 1, Woods Subdivision, Unit 2, recorded in volume 8 page 685 and volume 6, pages 52 & 53, respectively, of the map and plat records of Guadalupe County, Texas; and being out of the A.S. Lewis Survey, Abstract number 216, a 1.047 acre tract of land recorded in document No. 201299030406, of the official public records of Guadalupe County, Texas

DESCRIPTION OF LEASED PREMISES

The Storeroom in the City of Cibolo, County of Guadalupe State of Texas containing approximately 15,000 square feet of Floor Area. The approximate location of the Leased Premises is shaded in on Exhibit "A".

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EXHIBIT "B"

CONSTRUCTION RIDER

1. LANDLORD'S WORK

The Demised Premises shall be delivered by Landlord in the condition set forth on Exhibit B-1 ("Landlord's Construction Work") without any representations or warranties except as expressly set forth in the Lease. The cost of Landlord's Construction Work be at Landlord and Tenant's shared costs as further defined in the Lease. Upon execution of this Lease, Landlord will:

i.) work in good faith and comply with the Plan Delivery Schedule referenced in section 3 to establish the layout and materials to be used in the Demined Premises and submit a final set of plans to the City of Cibolo for approval and permitting.

a) The cost of the Mechanical, Engineering and Plumbing plans shall the be at Landlord's sole cost
b) The cost of any building permit or impact fees shall be at Landlord's sole cost

ii.) Build out the space (as reasonably agreed by the parties) with all improvements and work completed ad described in Exhibit B-1
a) Mechanical, Engineering and Plumbing Plans ("MEP Plans") shall be at Landlord's sole costs
b) Landlord shall be responsible for any permit or impact fees related to the build out of the Demised Premises at Landlord's sole cost.

iii.) Cause all of Landlord's Work to be in good workman-like quality and compliant with all applicable federal, state and local laws, regulations and codes

iv.) Deliver a Certificate of Occupancy to Tenant

v.) Resolve any punch list items related to Landlord's work

vi.) Pay for Landlord's Construction Work as further described on Exhibit B-1 less Tenant's portion of the cost which shall not exceed $200,000 ("Tenant Construction Cap").

2. TENANT'S WORK

Upon execution of this Lease, Tenant will:

i.) work in good faith and comply with the Plan Delivery Schedule referenced in section 3 below to establish the layout and materials to be used in the Demined Premises

a) The cost of the Architectural Plans shall the be at Tenant's sole cost

ii.) Prepare the Demised Premises to be able to fully staff and stock as an Ace Hardware following the Completion of Landlord's Work.

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iii.) Contribute up to the Tenant Construction Cap towards the cost of Landlord's Work on a percent completion basis throughout construction. Provided Tenant does not make material alternations or modifications to the agreed to Final Working Plans, Tenant's contribution will in no event exceed the Tenant Construction Cap.

a) For Example, if the cost of Landlord's Work is $900,000, Tenant will be required to pay 22.22% ($200,000/$900,000 = 22.22%) of each draw request from Landlord's contractor.

iv.) Install Tenant's signage on the building and on the Pylon at Tenant's sole cost.

3. **APPROVAL OF FINAL WORKING PLANS AND PLAN DELIVERY SCHEDULE:**

1. Tenant shall within thirty (30) days from the Effective Date of the Lease, at Tenant's expense, prepare and deliver to Landlord, preliminary architectural drawings in PDF and Auto CAD including architectural and structural engineering if applicable ("**Tenant's Architectural Plans**"), in such detail as Landlord may require, in full compliance with the Lease and the Exhibits attached thereto, certified by a licensed and registered architect and, if applicable, a licensed and registered professional engineer.

2. Tenant's Architectural Plans shall not deviate without Landlord's written approval from the plans generated by Villa Park Architects and dated 3/31/25, Project "Ace Hardware", Job No. 25-037

3. Following receipt of Tenant's Architectural plans and approval of said plans, Landlord shall have thirty (30)) days to deliver Mechanical, Electrical and Plumbing Plans ("**Landlord's MEP Plans**"). In the event that Landlord shall notify Tenant that Tenant's Architectural plans are not approved (such approval not to be unreasonably withheld, delayed, or conditioned or denied), Tenant shall have fifteen (15) days from the date of Landlord's disapproval to revise Tenant's Architectural Plans and resubmit them to Landlord for Landlord's approval and Landlord shall have then ten (10) days to review and approve the same. This process shall be repeated until the Tenant's Architectural Plans are agreed upon by Landlord and Tenant. Upon approval by Landlord and Tenant of Tenant's Architectural Plans and Landlord's MEP Plans, said approved plans will be deemed to be the "**Final Working Plans".** Landlord's and Tenant's written approval shall be obtained by Landlord and Tenant prior to the undertaking of any construction work which materially deviates from or materially modifies in any way the Final Working Plans or any work not explicitly shown on the Final Working Plans.

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LANDLORD:

Buffalo Heights - Cibolo Developers, Ltd.,
a Texas limited partnership

By: Buffalo Heights – Cibolo GP, LLC,
a Texas limited liability company,
General Partner

By: Signed by: Benjamin Dreszer
B70D7A3D333E458...
Benjamin R. Dreszer, Manager

Date of Signature: 6/30/2025

TENANT:

Cibolo Ace Hardware, LLC,
a Texas limited liability company

By: Signed by:
CF132AF7B8884C2...
Michael C. Eklund, Managing Director

By: DocuSigned by: Shannon Eklund
2B30ED7A790D4AB...
Shannon Colleen Eklund, Managing Director

Date of Signature: 7/1/2025

Taxpayer ID: EIN 39-2085311

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EXHIBIT "B-1"

DESCRIPTION OF LANDLORD'S WORK

Landlord shall cause the Final Working Drawings to be constructed for the Demises Premises. In addition to the Work Completed as part of the Demises Premises and Shopping Center prior to the effective date of this lease, Landlord's Work shall be limited to the following items as shown in the Villa Park pricing set dated March 1, 2025 Project No. 25-037 and further shown on Exhibit B-2 which will be further defined in the Final Working Plans:

1. Storefront Modification to include double sliding electric door
2. Garden Center double sliding electric door
3. Code Required Restroom(s)
4. Office
5. Stock Room
6. Mop Sink
7. Break Room
8. Plumbing
9. 400 Amp Electrical Service with lighting and code required outlets
10. Heating, ventilation, and air conditioning (HVAC)
11. Garage Doors (2)
12. Walls Taped, Floated and Painted
13. Exterior Concrete Work including pad for concrete with bollards and applicable ramps
14. Masonry work to infill existing back door. Relocated rear door to no location per plans
15. Code required sprinkler work
16. Lighting
17. Garden Center fencing/enclosure including shade cover (shade cover to be at Landlord's reasonable discretion)
18. Broom Clean concrete floors
19. Certificate of Occupancy
20. Drop Ceiling or skylights if required by code
21. Steel columns and steel roof joists with metal roof deck.
22. PVC or TPO Roofing System.
23. Concrete slab with 5' leave out in rear.
24. Straight aluminum and glass storefront with 1 ¾" x 4 ½" aluminum with 1" thick clear glass on the first floor or per minimum current city requirement.

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EXHIBIT "B-2"

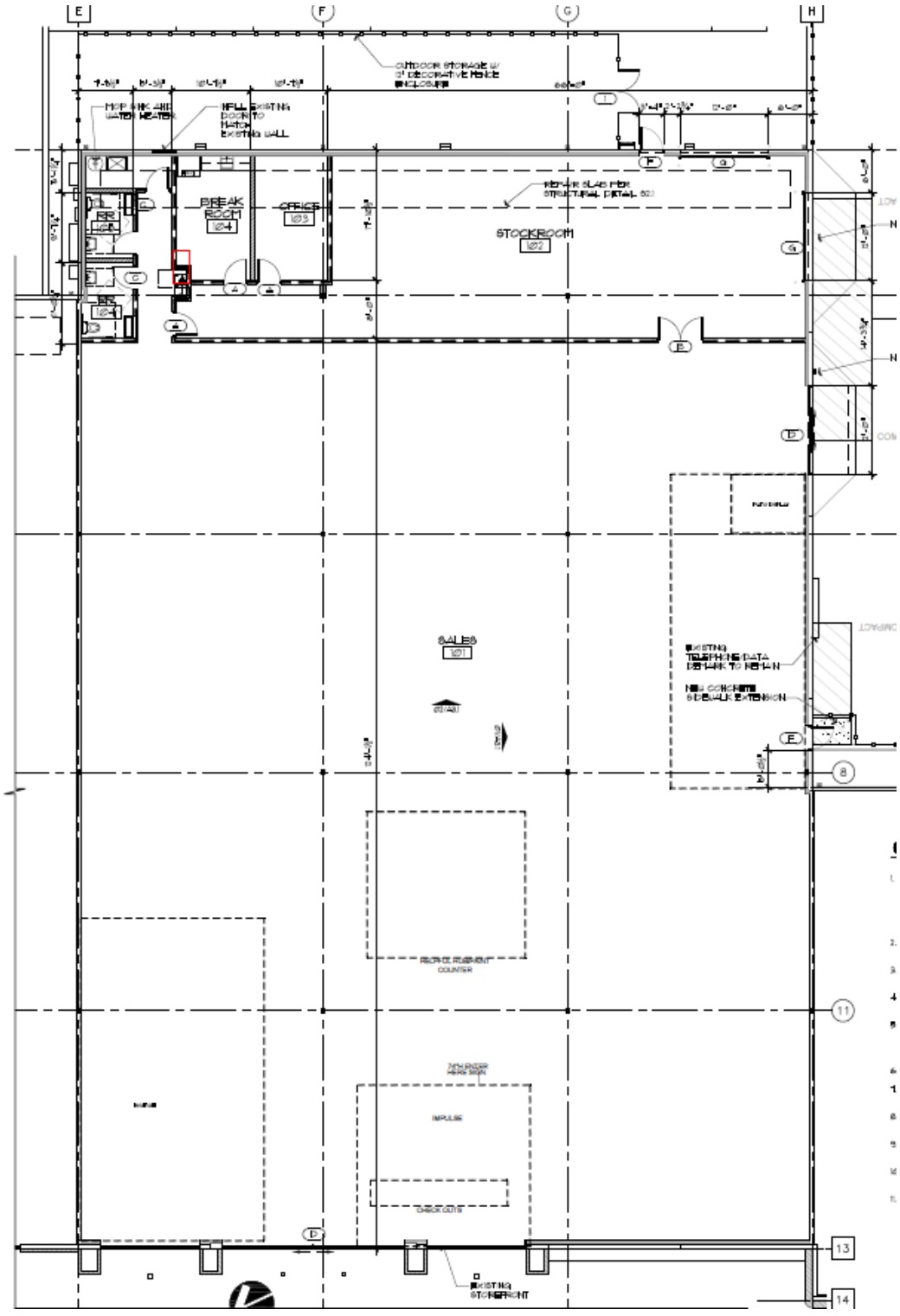

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EXHIBIT "D"

GUARANTY

THIS GUARANTY AGREEMENT (the "Guaranty"), having an effective date which is the Effective Date of the Lease (the "Effective Date" being defined in the Lease described in the paragraph below) is executed by Michael C. Eklund ("Guarantor"), with an address of 2638 Grape Creek Road, Fredericksburg, Texas 78624 in favor of Buffalo Heights-Cibolo Developers, Ltd., a Texas limited partnership ("Landlord") as follows:

Landlord and Cibolo Ace Hardware, LLC, a Texas limited liability company (herein, together with any assignee of or successor to Tenant's interest under the Lease, called the "Tenant") are entering into a Lease Agreement of even date herewith (herein, as the same may be amended or supplemented from time to time, called the "Lease") covering space in the shopping center known as Buffalo Heights**,** situated in 813 Cibolo Valley Dr., Suite 166, Cibolo, Bexar County, Texas. Terms used herein, but not defined herein, shall have the meanings ascribed thereto in the Lease.

Guarantor is executing and delivering this Guaranty in order to induce Landlord to enter into the Lease with Tenant.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises and intending to be legally bound by this Guaranty, Guarantor hereby agrees with Landlord as follows:

1. Guarantor hereby absolutely and unconditionally guarantees (a) subject to Section 9 below, the payment in full by Tenant of all rents and other payments, tenders and securities payable under or pursuant to the Lease (all of the foregoing herein referred to as "Rent"), in the manner and at the time prescribed in the Lease, and (b) the punctual and faithful performance by Tenant of any and all other duties, covenants, obligations and undertakings of Tenant under or contained in the Lease, whether now existing or hereafter arising or accruing, together with all costs of collection, attorneys' fees and enforcement thereof (the "Guaranteed Obligations").

2. If for any reason or no reason whatsoever any duty, covenant, obligation or undertaking of Tenant contained in the Lease (whether affirmative or negative in character) shall not be observed or performed by Tenant or (subject to Section 9) if any Rent payable pursuant to the Lease shall not be paid promptly when due and payable, then upon demand by Landlord, Guarantor will promptly perform or cause to be performed each of such duties, covenants, obligations and undertakings, and will forthwith pay such sums at the place and to the person entitled thereto pursuant to the Lease, regardless of any defense or setoff or counterclaim which Guarantor or Tenant may have or assert, except for those defenses, setoffs or counterclaims which are available to Tenant under the express terms of the Lease, and regardless of whether or not Landlord shall have instituted any suit, action or proceeding or exhausted its remedies or taken any steps to enforce any rights against Tenant or any other person to compel any such performance or to collect all or any part of such sums, either pursuant to the provisions of the Lease , under contract, statute, at law or in equity (it being understood that this is a guaranty of payment and not collection, and Guarantor's liability for the performance of the duties, covenants, obligations and undertakings guaranteed shall be primary), and regardless of any other condition or contingency and Guarantor hereby agrees to execute all such further instruments as are reasonably requested by Landlord to further evidence or protect the rights of Landlord hereunder.

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3. The duties, covenants, obligations and undertakings of Guarantor under this Guaranty are continuing and irrevocable, and shall not be affected or impaired by reason of the happening from time to time of any of the following with respect to the Lease or this Guaranty or any assignment of the rights of Landlord hereunder, even if the same be done without notice to or the consent of Guarantor: (a) any assignment, subletting or mortgaging of all or any part of the interest of Tenant in the Lease or in the Premises (as defined in the Lease, hereinafter called the "Premises"); (b) the waiver by Landlord of the observance or performance by Tenant or by Guarantor of any of the duties, covenants, obligations or undertakings contained in the Lease; (c) the extension of the time for payment by Tenant or Guarantor of any Rent owing or payable under any of such instruments, or the extension or the renewal of any thereof; (d) the modification or amendment as mutually agreed upon by Landlord and Tenant (whether material or otherwise) of any duty, covenant, obligation or undertaking of Landlord or Tenant set forth in any of such instruments; (e) the taking or the omission of any of the actions referred to in any of such instruments; (f) any failure, refusal, omission, delay or lack on the part of Landlord or Tenant to enforce, assert or exercise any right, power or remedy conferred on Landlord in any of such instruments or any action on the part of Landlord granting indulgence or extension in any form; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets or liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting Tenant or any of its assets, or the disaffirmance of the Lease in any such proceeding; (h) the release, substitution or replacement (whether or not in accordance with terms of the Lease) of the Premises or any portion thereof; (i) the receipt and acceptance by Landlord of notes, checks or other instruments for the payment of money made by Tenant and extensions and renewals thereof; or (j) any other cause, whether similar or dissimilar to the foregoing.

4. This Guaranty may be enforced as to any one or more breaches either separately or cumulatively, and shall be binding upon and inure to the benefit of the Guarantor and Landlord and their respective heirs, representatives, successors and assigns. The transfer or assignment of the Lease by Landlord shall operate as a transfer or assignment to the transferee or assignee of this Guaranty and all rights and privileges hereunder. All references herein to "Landlord" shall mean the above-named Landlord and any subsequent owner of Landlord's interest in the Lease. No transfer by Guarantor of Guarantor's obligations hereunder shall operate to release them from such obligations.

5. Guarantor waives notice or acceptance of this Guaranty; execution and delivery of the Lease; any assignment of Landlord's rights hereunder or under the Lease; release, discharge or modification of Tenant's obligations under the Lease; default in the payment of any sum payable by Tenant pursuant to the Lease; breach or non-performance of any other obligation or undertaking of Tenant contained in the Lease; and all other notices to the maximum extent permitted by applicable law.

6. If Landlord or its successors or assigns should commence any suit, action or other legal proceedings against Guarantor to enforce this Guaranty, the person or persons bringing such suit, action or proceeding shall be entitled to receive from Guarantor, and Guarantor agrees to pay to such person or persons, if such person or persons shall be successful in such suit, action or proceeding, the costs and expenses thereof (including but not limited to attorneys' fees and costs of suit).

7. Until all the duties, covenants and obligations in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor:

a. shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor in compliance with the obligations of the Guarantor hereunder;

b. waives any right to enforce any right or remedy whatsoever, whether now existing or hereafter arising or accruing, which Guarantor now or hereafter shall have against Tenant, and until

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payment in full with interest of all of the obligations of Tenant under the Lease (and including interest accruing on any such duties, covenants and obligations after any petition under the Federal Bankruptcy Code, which post-petition interest Guarantor agrees shall remain a claim that is prior and superior to any claim of Guarantor notwithstanding any contrary practice, custom or ruling in proceedings under the Federal Bankruptcy Code generally), Guarantor agrees not to accept any payment or satisfaction of any kind of any indebtedness of Tenant to Guarantor. If Guarantor should receive any such payment, satisfaction or security for any indebtedness of Tenant to Guarantor, Guarantor agrees forthwith to deliver the same to Landlord in the form received, endorsed or assigned, as may be appropriate for application on account of, or as security for the duties, covenants and obligations of, Tenant to Landlord, and until so delivered, agrees to hold the same in trust for Landlord.

8. In order to enter into the terms of the Lease, Guarantor agrees that Landlord shall have the right and authority to investigate Guarantor's credit and financial standing and to obtain any and all documents or other information in connection therewith without further consent by or authorization from Guarantor, and all third parties shall be entitled to rely upon the foregoing conclusively in providing any such documentation or information to Landlord. Landlord shall not require additional credit or financial checks of Guarantor once the Tenant's store has opened. Guarantor has not made investments in, advances to or guaranties of, and is not otherwise responsible for the duties, covenants and obligations of, any corporation, limited liability company, partnership, joint venture, person or other entity except as reflected in the financial statements presented to Landlord, or as heretofore disclosed to Landlord in writing concurrently with or subsequent to the delivery to Landlord of the latest financial statements submitted.

9. The Guaranty shall be a full and unconditional guaranty of Tenant's obligations under the Lease from the Effective Date through and until the date on which Tenant has opened and is operating the Premises for at least one (1) full day as a fully stocked and fully staffed Ace Hardware store (the "Opening Date"). Effective as of the Opening Date, provided that Tenant is not then in default under the Lease beyond any applicable notice and cure period, the scope of the Guaranty shall automatically be reduced to: (i) a continuing guaranty of Tenant's obligations under the Lease for a period of twenty-four (24) months following the Opening Date, and (ii) the Guaranty shall be limited to twelve months of Rent as of the date of a claim hereunder together with all of Landlord's costs of collection including reasonable attorneys fees. Provided that no event of default by Tenant under the Lease has occurred prior to such date which has not been cured, this Guaranty shall expire on the conclusion of the thirty-sixth (36th) month following the Opening Date. Notwithstanding the foregoing, in the event of a Force Majeure Event (as defined in the Lease) or Guarantor's Incapacity (as defined below) prior to the Opening Date such that, in the opinion of a qualified physician, Guarantor is unable to perform its obligations under the Guaranty or to complete construction and open the Premises for business as required under the Lease, either Tenant or Landlord shall have the right prior to the Opening Date to terminate the Lease and Guaranty upon written notice to Guarantor, Landlord and Tenant. In such event, Guarantor shall pay to Landlord, within ten (10) business days after such termination, as liquidated damages and not as a penalty, an amount equal to: (i) the total cost of Landlord's Work, (ii) any Tenant Improvement Allowances funded or credited by Landlord under the Lease, (iii) any leasing commissions paid or incurred by Landlord in connection with the Lease, (iv) an amount equal to one (1) year of Rent, and (v) all costs of collection, including reasonable attorneys' fees and court costs incurred in connection with enforcing Landlord's rights under this provision. For purposes of this Guaranty, "Incapacity" shall mean the death or permanent disability of the Guarantor, or any physical or mental condition that materially impairs the Guarantor's ability to oversee and complete the construction of the Premises or otherwise perform its obligations under the Guaranty or Lease, as reasonably determined by a qualified physician based on documentation or other credible evidence. Incapacity shall also include the voluntary or involuntary filing by or against the Guarantor of any bankruptcy, receivership, or insolvency proceeding that is not dismissed within thirty (30) days of filing.

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10. If Guarantor defaults in the performance or observance of any agreement, duty, covenant, term or condition contained herein, or makes a general assignment for the benefit of creditors, or petitions or applies to any tribunal for the appointment of a trustee or receiver of the whole or any substantial part of the business, estate or assets of Guarantor or commence any proceedings relating to Guarantor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or if any such petition or application is filed or any such proceedings are commenced against Guarantor and Guarantor by any act indicates approval thereof, consent thereto or acquiesce therein, or an order is entered appointing any such trustee or receiver, or adjudicating Guarantor bankrupt or insolvent, or approving a petition in any such proceedings, and such order remains in effect for more than sixty (60) days, then same shall be considered an event of default hereunder, and Event of Default (as defined in the Lease) shall be deemed to have occurred, and Landlord shall have all remedies contemplated in the Lease upon the occurrence of an Event of Default thereunder.

11. If any provision of this Guaranty, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Guaranty, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall be valid and shall be enforceable to the fullest extent permitted by law.

12. BY SIGNING THIS GUARANTY, GUARANTOR WAIVES EACH AND EVERY RIGHT TO WHICH THEY MAY BE ENTITLED BY VIRTUE OF ANY SURETYSHIP LAW, INCLUDING ANY RIGHTS THEY MAY HAVE PURSUANT TO RULE 31 OF THE TEXAS RULES OF CIVIL PROCEDURE, §17.001 AND CHAPTER 43 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE AND CHAPTER 34 OF THE TEXAS BUSINESS AND COMMERCE CODE, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

13. The value of the consideration received and to be received by Guarantor is reasonably worth at least as much as the liability and obligation of Guarantor incurred or arising under this Guaranty and all related papers and arrangements. Guarantor has determined that such liability and obligation may reasonably be expected to substantially benefit Guarantor directly or indirectly. Guarantor has had full and complete access to the underlying papers relating to the Lease and all other papers executed by Tenant in connection with the Lease. Guarantor is fully informed of all circumstances which bear upon the risks of executing this Guaranty and which a diligent inquiry would reveal. Guarantor agrees that Landlord shall have no obligation to advise or notify Guarantor or to provide Guarantor with any data or information.

14. Guarantor hereby represents, warrants, and covenants that (a) this Guaranty is duly authorized and valid, and is binding upon and enforceable against Guarantor; (b) Guarantor is not, and the execution, delivery and performance by Guarantor of this Guaranty will not cause Guarantor to be, in violation of or in default with respect to any laws or in default (or at risk of acceleration of indebtedness) under any agreement or restriction by which Guarantor is bound or affected; (c) except as heretofore otherwise expressly disclosed in writing to Landlord, there is no litigation pending or, to the knowledge of Guarantor, threatened before or by any tribunal or court against or affecting Guarantor; and (d) all financial statements and information heretofore furnished to Landlord by Guarantor do, and all financial statements and information hereafter furnished to Landlord by Guarantor will, fully and accurately present the condition (financial or otherwise) of Guarantor as of their dates and the results of Guarantor's operations for the periods therein specified. Guarantor's representations, warranties and covenants are a material inducement to Landlord to enter into the Lease and shall survive the execution hereof and any bankruptcy, foreclosure, transfer of security or other event affecting Borrower, Guarantor, any other party, or any security for all or any part of the Guaranteed Obligations.

15. This Guaranty embodies the entire agreement between Landlord and Guarantor with respect to the guaranty by Guarantor of the Guaranteed Obligations. This Guaranty supersedes all prior

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agreements and understandings, if any, with respect to guaranty by Guarantor of the Guaranteed Obligations. No condition or conditions precedent to the effectiveness of this Guaranty exist. This Guaranty shall be effective upon execution by Guarantor and delivery to Landlord.

16. This Guaranty is performable in Bexar County, Texas, and shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Guarantor agrees Landlord may bring suit against Guarantor in Bexar County, Texas, to enforce this Guaranty.

17. If this Guaranty is executed by more than one party as "Guarantor," all references herein to "Guarantor" shall refer to each and all of the undersigned parties signing this Guaranty as Guarantor; and the liability of said parties for the payment of Rent and the performance of the covenants, duties and obligations of Guarantor hereunder shall be joint and several.

18. GUARANTOR WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS GUARANTY. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY GUARANTOR, AND GUARANTOR ACKNOWLEDGES THAT LANDLORD HAS NOT MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. GUARANTOR FURTHER ACKNOWLEDGES THAT GUARANTOR HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS GUARANTY BY INDEPENDENT LEGAL COUNSEL SELECTED BY GUARANTOR AND THAT GUARANTOR HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

EXECUTED this 1st day of July, 2025 to be effective the same day as the effective date of the Lease.

GUARANTOR:

Signed by:
CF132AF7B8884C2...
Michael C. Eklund

Address:
2638 Grape Creek Road

Fredericksburg, TX 78734

Tel: +1.512.944.8469
Email: michaeleklund7@gmail.com

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EXHIBIT "E"

OPTION TERM

Tenant is hereby granted an option to extend the Initial Lease Term for four (4) additional periods comprised of five (5) years each, which shall commence on the day after the expiration of the Initial Lease Term or the then applicable Option Term (each an "**Option Term**" and collectively, the "**Option Terms**"), contingent upon all of the following conditions being satisfied upon the expiration of the Initial Lease Term or then applicable Option Term:

(i) There shall be no event of default by Tenant under any of the terms and conditions of this Lease beyond applicable notice and cure periods at the time Tenant gives its notice exercising the Option Term or on the commencement date of the Option Term;

(ii) Tenant shall not have assigned this Lease or any interest therein or sublet (or otherwise permitted occupancy by any third party of) all or any portion of the Demised Premises to a third party which is not owned or affiliated with Tenant regardless of whether any such assignment, sublease or occupancy is then still in effect and regardless of whether Landlord shall have consented to any such assignment, subletting or occupancy;

(iv) Tenant shall have given written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the Initial Lease Term or then applicable Option Term of Tenant's exercise of such Option Term.

In the event that any of the foregoing conditions are not satisfied upon the expiration of the Initial Lease Term or then applicable Option Term, the Lease shall expire at the end of such Initial Lease Term or then applicable Option Term and be of no further force and effect; provided, however, that Landlord shall have the right to waive any of said conditions in writing prior to the expiration or termination of the Initial Lease Term or then applicable Option Term.

Time is of the essence in the exercise of the Option Term and should Tenant fail or refuse to exercise the Option Term by timely notice, all remaining Option Terms shall lapse and be of no further force or effect.

In the event that Tenant effectively exercises an Option Term, then all of the terms and provisions as are applicable during the Initial Lease Term or applicable Option Term shall likewise be applicable during each Option Term except:

(a) Tenant shall have no further right to renew or extend the Term of this Lease after the expiration or other termination of the second (2nd) Option Term; and

(b) Minimum Guaranteed Rental during the Option Terms shall be as set forth in 1.1(m) of the Lease; and

(c) Landlord has no obligation to perform any subsequent improvements to the Demised Premises; and

(d) Subject to Subsection (c) above, Tenant shall accept the Demised Premises during the Option Terms in its then current "as is, where-is with all faults" condition.

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References in this Lease to the "**Lease Term**" shall mean the Initial Lease Term and, if properly exercised, the Option Terms, unless such interpretation is expressly negated.

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EXHIBIT "F"

LANDLORD'S SIGNAGE CRITERIA

POLICY

The following sign criteria have been established to assist tenants in complying with their lease. These basic standards have been made to govern the design, fabrication and application of tenant signage and are intended to afford all tenants with good visual identification, both day and night, and to protect against poorly designed and badly proportioned signage. This Exhibit "F" designates the type and style of standard sign on the wall above the tenant's premises, located within the sign band of the shopping center. Signs are to be installed and paid for by the tenant.

The Landlord, however, reserves the right to grant reasonable variances when considered to be beneficial to the center's appearance, on an individual basis.

GENERAL REQUIREMENTS

A. The tenant will submit three (3) sets of fully detailed sign drawings to the Landlord for his approval. All drawings will be reviewed and approved or rejected within thirty (30) days of receipt by the Landlord. Under no circumstances are any signs to be installed at the Shopping Center without Landlord's prior written approval. Signs installed without Landlord approval or not conforming to the sign criteria will be removed from Shopping Center at Tenant's expense.

B. The Tenants will be responsible, at their expense, for having a licensed sign company obtain all required permits.

C. The signage contractor must be approved in writing by Landlord in Landlord's sole and absolute discretion. Signage contractors must have experience in the fabrication and installation of comparable signage in first class shopping centers in San Antonio, Texas.

D. The Tenant is responsible for obtaining his own licensed electrical contractor to perform any primary electrical work required to hook up service to his sign, at his expense. Coordination to be performed by the tenant.

E. Tenant shall be responsible for providing a circuit from their electrical panel to Landlord's sign control system located above the store front and this must be shown on the finishout drawings for approval by Landlord

F. The Tenant is responsible for maintaining his sign. If sign is not maintained properly, the Landlord will have the authority to repair as required at the Tenant's expense.

G. It is the responsibility of the Tenant and the sign company to follow all sign criteria set forth by the Landlord and any city sign ordinance.

H. Any damage to the Building exterior or Common Areas caused by installation or removal of signage by will be repaired by Landlord at Tenant's expense

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I. Upon the expiration of the Lease Term, Landlord will remove Tenant's signage from the Building Face. The cost of completing any repairs to the Building Face, including the re-surfacing of the signage band, will be completed at Tenant's expense, with the actual cost to be credited against any Security Deposit held under the Lease

BUILDING AND FASCIA SIGNS

A. Number of Signs:
1. Except as otherwise provided in the lease, only one (1) sign is permitted per store, except as described as follows: When a store is located on a corner with two (2) matching fascias, one (1) sign per fascia will be permitted.

B. Locations of Signs:
Signs must be contained within the storefront sign band area. Signs must be centered both horizontally and vertically in sign band area. The exact location of Tenant's fascia signs must be approved by Landlord in writing.

C. Type of Signs Permitted:
All individual signs are to be channel front lit letters on a square metal tube. No exposed wiring, conduit or fasteners.

D. Size and Design Requirements:

1. The maximum overall length shall not exceed 80% of the lease frontage (i.e. a 20' frontage lease will have a maximum sign length of 16').

2. The maximum letter height is 24" for a one-line name and 36" total for a two-line name including space between the two lines. The minimum vertical letter heights shall not be less than 12".

3. Letter depth: 5" return to be painted same color as the letter faces.
Trim cap: 1" Jewelite to be painted the same color as the letter faces.

4. Letter Plexi color to be white unless landlord approved. Letters to be channel front lit with white LEDs. No exposed wiring or conduit.

5. Front and Sign Fascia sign letters to be mounted on a 5" square metal tube as detailed on Exhibit "F-2". Metal tube is to be provided by Tenant's sign contractor.

6. All wiring to be contained within the square metal tubing and must be installed in a manner that will not damage fascia. The metal tubing is to be painted to match the steel canopy using Landlord provided paint specification. Prior to painting, the metal tubing is to be prepped and primed per paint manufacturer's requirements. Power supple remote behind building fascia.

7. There will be no flashing lights, animation, exposed neon, or storefront graphics allowed in the center at any time.

8. Style of Letters: to be approved by Landlord.

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9. All signs to connect to master timer in center. Tenant responsible to bring primary power from master timer to sign fascia area.

WINDOW GRAPHICS

A. Glass areas of storefronts and offices shall remain free of graphics unless pre-approved in writing by Landlord. Only the address, hours of operation and entrance and exit information will be allowed without Landlord's prior written consent.

B. The copy should be unobtrusive and constructed of white die cut vinyl letters with a 5" maximum height.

C. There may be no illuminated or large signs behind glass areas, which advertise on a permanent basis. Landlord will allow pre-approved poster sized signs behind the glass areas but not the Spectrum Window Mesh or similar type glass coverings.

SIGN TEXT

Sign text shall be limited to Tenant's trade name as it appears in the lease. Landlord reserves the right to limit the use of Tenant's customary logo.

PROHIBITED SIGNS

A. Temporary trailer signs

B. Animated or moving signs.

C. Iridescent painted signs or "Day-Glo Colors".

D. Exposed fluorescent illumination.

E. Signs which make or create noise.

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EXHIBIT "F-1"

Conceptual Sample Fascia Signage

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EXHIBIT “F-2”

Parking sign detail

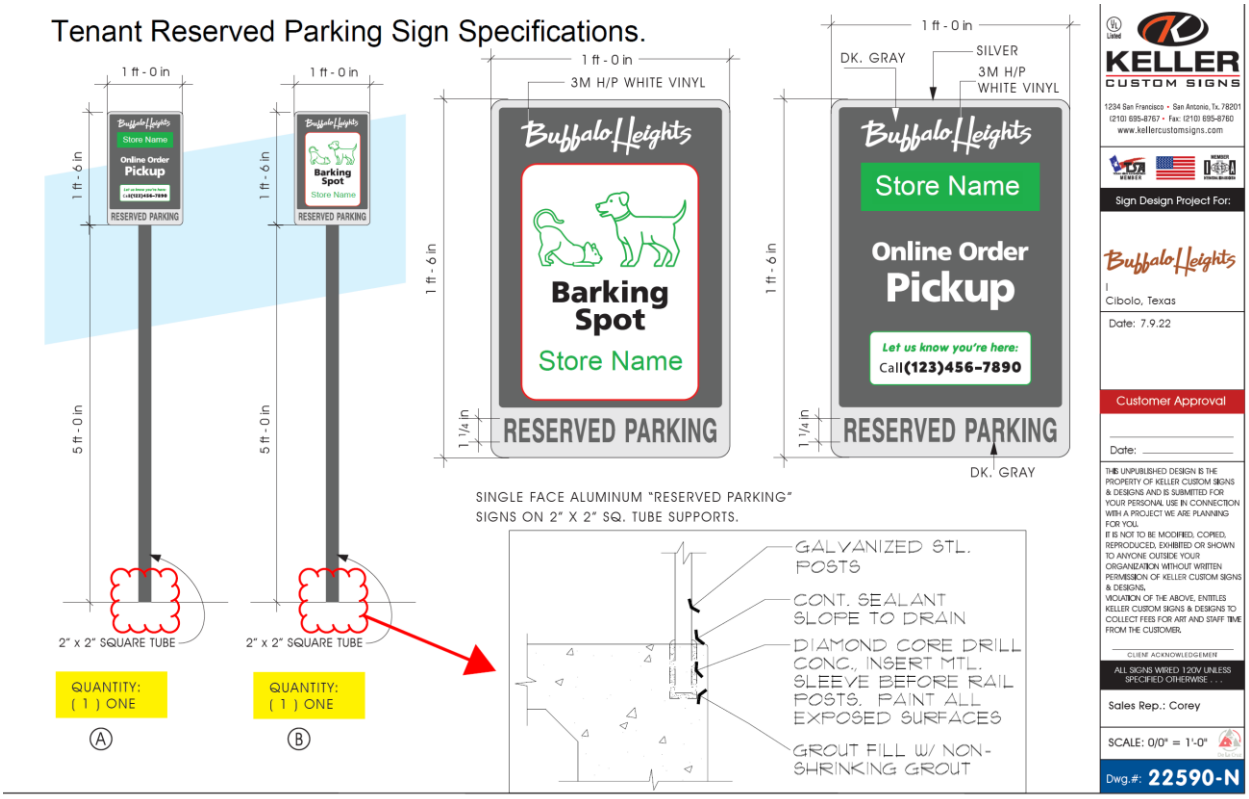

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EXHIBIT "F-3"

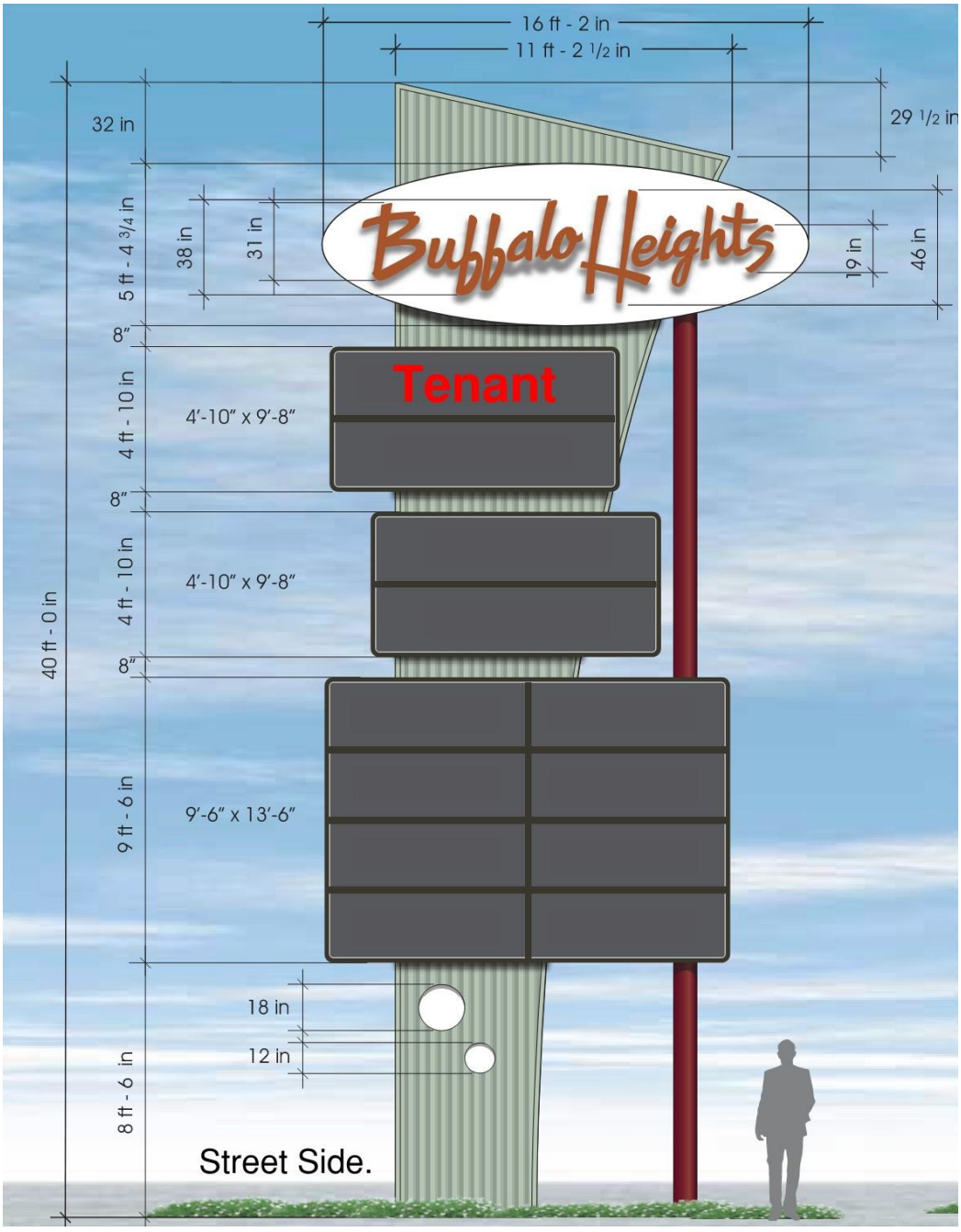

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EXHIBIT "G"

TENANT INSURANCE REQUIREMENTS

Tenant shall obtain, purchase and continuously maintain in-force at its sole cost and expense and during the entire Term of this Lease the following policies of insurance which represent the Landlord's minimum insurance requirements for the Tenant's use or occupancy at, in, on or about the Premises:

Commercial Property Insurance

Commercial Property Insurance policy covering risks of direct physical loss or damage insured against under Causes Of Loss - Special Form (ISO Form CP 10 30 10 12 or Equivalent) including loss due to Theft and including loss or damage insured against under Equipment Breakdown Cause Of Loss (ISO Form 10 46 10 12 or Equivalent), (herein "Covered Perils").

The Commercial Property Insurance policy maintained by Tenant shall provide insurance against Covered Perils for 100% of the Full Replacement Cost of Business Personal Property including all leasehold improvements and betterments made by or on behalf of Tenant and shall include all personal property, trade property, furniture, fixtures, machinery and equipment owned, leased or used by Tenant, Tenants employees, guests or invitees situated at, in, on or about the Premises, (herein "Tenant Property").

This Commercial Property Insurance policy shall be written to incorporate the following endorsements in the policy:

Waiver of Right to Recover ("Waiver of Subrogation") in favor of Landlord consistent with the Waiver Provision set out in Section 13.08.

Loss Payable Provisions (ISO Form CP 12 18 10 12) as Building Owner in favor of Landlord with respect to leasehold improvements and betterments including plate glass for which the Tenant is responsible or legally liable as set out in Section 11.01.

Thirty Days Advance Notice of Cancellation or Non-Renewal to Landlord.

Commercial General Liability. Commercial General Liability insurance providing coverage for bodily injury, including death, and property damage due to an Occurrence arising from activities of the Tenant or Tenant's employees, guests, invitees, contractors and subcontractors at every tier. The aggregate limit of the Commercial General Liability insurance policy shall apply separately and exclusively to the Tenant's use, occupancy and operations at, in, on or about the Premises. This Commercial General Liability insurance policy shall be written with Limits of Liability of no less than:

$2,000,000 General Aggregate (Per Location)
$1,000,000 Products Liability and Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury Limit
$1,000,000 Each Occurrence
$100,000 Damage To Rented Premises
$5,000 Medical Expense

This Commercial General Liability insurance policy shall be written to include and incorporate the following endorsements in the policy in favor of the Landlord:

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Additional Insured – Manager or Landlord of Premises (ISO Form CG 20 11 04 13).

Waiver of Transfer of Rights of Recovery Against Others To Us (ISO Form CG 24 04 05 09) in favor of Landlord consistent with the Waiver Provision set out in Section 13.08.

Primary and Noncontributory – Other Insurance Condition (ISO Form CG 20 01 04 13).

Thirty Days Advance Notice of Cancellation or Non-Renewal to Landlord.

Workers' Compensation and Employers Liability

Workers Compensation insurance to the statutory limit in the state of hire and Employer's Liability insurance to Limits of Liability of no less than:

$1,000,000 Each Accident
$1,000,000 Each Employee by Disease
$1,000,000 Policy Limit by Disease

This Workers Compensation and Employers Liability insurance policy shall be written to include and incorporate the following endorsements in the policy:

Waiver of Right to Recover ("Waiver of Subrogation") in favor of Landlord consistent with the Waiver Provision set out in Section 13.08.

Thirty Days Advance Notice of Cancellation or Non-Renewal to Landlord.

Commercial Umbrella Liability. Commercial Umbrella Liability insurance written on an Occurrence Policy Form and providing follow form coverage in excess of the underlying Commercial General Liability and Employers Liability insurance policies required herein. The Commercial Umbrella Liability shall be written with Limits of Liability of no less than $5,000,000. This Commercial Umbrella Liability insurance policy shall be written to include and incorporate the following endorsements in the policy:

Waiver of Right to Recover (Waiver of Subrogation) in favor of Landlord consistent with the Waiver Provision set out in Section 13.08.

Thirty Days Advance Notice of Cancellation or Non-Renewal to Landlord.

Reference To Specific ISO Forms. As used herein, the reference to specific ISO Forms refers to the insurance forms and endorsements published by Insurance Services Office. Based upon the advice and guidance of Tenant's insurance agent or broker, other insurance forms providing equivalent or better coverage may be substituted for the suggested ISO forms.

Tenant Insurance Primary and Non-Contributory. Each insurance policy maintained by Tenant shall apply as primary insurance and shall be applied without contribution from any insurance coverage maintained by Landlord as insurance coverage maintained by Landlord, if any, shall be excess of Tenant's insurance and Tenant shall have Tenant's insurance policies so endorsed. The amount of insurance under insurance policies maintained by Tenant shall not be reduced by the existence of any insurance coverage under insurance policies separately maintained by Landlord.

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Insurance Carrier Licensed and Rated. Tenant's insurance policies shall be issued by insurance companies authorized to do business in this State of Texas and assigned a Financial Strength Rating of at least "A-" and a Financial Size Category of at least "X" by A. M. Best Company. If the Best Credit Ratings are discontinued, an equivalent method of rating insurance company shall be selected by Landlord and applied.

Certificates of Insurance. Tenant shall provide Landlord with Certificates of Insurance describing the material terms of the insurance coverage required herein. Tenant shall provide certified copies of insurance policies or Certificates of Insurance on or before the date Tenant first occupies the Premises and not less than fifteen (15) days prior to the expiration of each policy term for each required coverage. It is understood and agreed that Landlord is under no obligation to approve of, reject or otherwise validate Tenants insurance coverage. Tenant's occupancy of the Premises without providing Landlord with certified copies of insurance policies or Certificates of Insurance shall not constitute a waiver of Tenant's obligations to maintain the required insurance coverage. If Tenant provides to Landlord certified copies of insurance policies or Certificates of Insurance that do not conform with the insurance coverage required herein, or that are faulty in any respect, such shall not constitute a waiver of Tenant's obligations to maintain the proper insurance coverage or relieve Tenant of the responsibility for loss, damage or claim that would have otherwise been covered by the required insurance policies.

Failure of Tenant to Maintain Insurance. Any failure of Tenant to purchase and maintain the insurance policies and coverage limits required hereunder or any failure by Tenant to meet any of the insurance requirements of this Lease shall constitute an event of default hereunder, and such failure shall entitle Landlord to pursue, exercise or obtain any of the remedies provided for in Section 17.02, and Tenant shall be solely responsible for any loss suffered by Landlord as a result of such failure.

Tenant Insurance Requirements of Contractors. Tenant shall require contractors and subcontractors at every tier while performing work for Tenant or providing any service to Tenant to purchase and maintain commercial insurance in amounts and for risks and exposures which, in the sole judgment of the Tenant, will be sufficient to protect Tenant and Landlord's interests from and against any and all claims, loss, damage, demands, causes of action, lawsuits, judgments, costs and expenses (including attorney's fees), and other adverse financial consequence howsoever caused. At a minimum, Tenant shall require contractors and subcontractors at every tier while performing work for Tenant or providing any service to Tenant in, on, at or about the Premises to purchase and maintain Commercial General Liability including Products Liability and Completed Operations insurance, Workers Compensation and Employers Liability and Automobile Liability insurance with equivalent coverage terms, Limits of Liability and endorsements (additional insured, waiver of rights to recover) in favor of Landlord as are described herein and required by Landlord of Tenant.

Landlord Makes No Representation As To Adequacy Of Landlords Minimum Insurance Requirements. It is expressly understood and agreed that the types of insurance coverage and the Limits Of Liability described herein and required by Landlord of Tenant represents the Landlords minimum insurance requirements and shall not be construed to represent advice as to the types or amount of insurance coverage Tenant should purchase to protect their interests. Tenant should consult with their insurance agent or broker to determine the forms of commercial insurance necessary to protect against risks and exposures and in amounts which, in the sole judgment of the Tenant, will be sufficient to protect Tenants interests from and against loss, property damage, claims, demands, causes of action, lawsuits, judgments, costs and expenses (including attorney's fees), and damages and other adverse financial consequence howsoever caused. It is expressly

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understood and agreed that the Landlord's minimum insurance requirements shall not void or limit Tenant's obligations contained in this Lease, including without limitation Tenant's indemnity obligations hereunder. Neither shall (A) the insolvency, bankruptcy or failure of any insurance company providing insurance coverage to Tenant, (B) the failure of any insurance company to pay claims, nor (C) any exclusion from or insufficiency of coverage be held to affect, negate or waive any of Tenant's indemnity obligations under Section 13.04 or any other provision of this Lease.

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EXHIBIT "G-1"

FORM OF EVIDENCE OF PROPERTY INSURANCE

ACORD®

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext):	COMPANY
Name of Agent		Insurance Company (A.M. Best Rate A- VIII or Better)
FAX (A/C, No):	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED: Name of Insured		LOAN NUMBER / POLICY NUMBER
		EFFECTIVE DATE / EXPIRATION DATE / ___ CONTINUED UNTIL TERMINATED IF CHECKED
		THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Location of Property

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION PERILS INSURED: BASIC ___ BROAD ___ SPECIAL ___

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Replacement Cost of Tenant Personal Property Including Leasehold Improvements	Limit	Deductible

REMARKS (Including Special Conditions)

See Attached

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS		
Landlord Parties 10003 NW Military Highway Suite 2205 San Antonio, Texas 78231	___ ADDITIONAL INSURED ___ LENDER'S LOSS PAYABLE [X] LOSS PAYEE ___ MORTGAGEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE Signature of Agent	

ACORD 27 (2016/03)

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ATTACHMENTS TO EVIDENCE OF PROPERTY INSURANCE (Acord Form 27)

Landlord Parties: _____
_____
_____

_____
_____
_____

_____
_____
_____

Commercial Property Insurance Endorsements:

- Waiver of Subrogation Endorsement(s) in favor of Landlord Parties
- Loss Payable Clause as respects Leasehold Improvements in favor of Landlord

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EXHIBIT "G-2"

FORM OF CERTIFICATE OF LIABILITY INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Name of Agent	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company	
INSURER B : (A.M. Best Rated A- VIII or Better)	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Name of Insured

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		Policy Number			EACH OCCURRENCE	$ $1,000,00
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $100,000
							MED EXP (Any one person)	$ $5,000
							PERSONAL & ADV INJURY	$ $1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ $2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ $1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR			Policy Number			EACH OCCURRENCE	$ $1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ $1,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			Policy Number			[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ $1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached

CERTIFICATE HOLDER

Landlord Parties
10003 NW Military Highway Suite 2205
San Antonio, Texas 78231

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature of Agent

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ATTACHMENTS TO CERTIFICATE OF LIABILITY INSURANCE (Acord Form 25)

Landlord Parties: _____
_____
_____

_____
_____
_____

_____
_____
_____

Commercial General Liability Policy Endorsements:

- Waiver of Subrogation Endorsement(s) in favor of Landlord Parties
- Additional Insured Endorsement(s) in favor of Landlord Parties

Workers Compensation Policy Endorsements:

- Waiver of Subrogation Endorsement(s) in favor of Landlord Parties

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

May 07, 2025

Attn: Hajjar Peters, LLP

Hajjar Peters, LLP
3144 Bee Caves Road
Austin, TX 78746 USA

RE: Cibolo Ace Hardware, LLC
File Number: 806024572

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at https://window.state.tx.us/taxinfo/franchise/index.html.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Cibolo Ace Hardware, LLC
File Number: 806024572

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 05/06/2025

Effective: 05/06/2025

Jane Nelson
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $300

Certificate of Formation
Limited Liability Company

Filed in the Office of the
Secretary of State of Texas
Filing #: 806024572 05/06/2025
Document #: 1478410470002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Cibolo Ace Hardware, LLC

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Michael C. Eklund

C. The business address of the registered agent and the registered office address is:

Street Address:
813 Cibolo Valley Rd., Ste. 166 Cibolo TX 78108

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☑ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Shannon C. Eklund** Title: **Managing Member**

Address: **813 Cibolo Valley Rd., Ste. 166 Cibolo TX, USA 78108**

Managing Member 2: **Michael C. Eklund** Title: **Managing Member**

Address: **813 Cibolo Valley Rd., Ste. 166 Cibolo TX, USA 78108**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

813 Cibolo Valley Rd., Ste. 166
Cibolo, TX 78108
USA

Organizer

The name and address of the organizer are set forth below.

Mark Avery, Attorney **Hajjar Peters, LLP 3144 Bee Cave Rd., Austin, TX 78746**

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Mark Avery, Attorney-In-Fact for Cibolo Ace Hardware, LLC

Signature of Organizer

FILING OFFICE COPY

cibolo tx ECONOMIC DEVELOPMENT CORP

FACT SHEET

ACE HARDWARE RIVER CITY

RECRUITMENT
Project Type

PROJECT INFO

NAICS	444130 Hardware Stores
SPACE	15,000 SF Retail
FACILITY	Lease space with renovations
LEASE TERM	
BEGIN RENOVATIONS	2025
BEGIN OPERATIONS	2026

EMPLOYMENT

250
New Jobs

CAPITAL INVESTMENT

$1.2M
$1.2M Buildings & Improvements
$0 Furniture, Fixtures, & Equipment

PAYROLL

$41,000
Avg Annual Salary

$10.3M
Annual Payroll

ADDRESS

816 Cibolo Valley Dr, Cibolo, TX 78108, USA

COMPANY INFO

Company Name	Ace River City
Year Established	2025
State of Formation	Texas
Business Structure	LLC
Ownership	Private

IMPACT DASHBOARD
EDGE GRANT

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-12-2025

Employer Identification Number:
39-2085311

Form: SS-4

Number of this notice: CP 575 B

CIBOLO ACE HARDWARE LLC
MICHAEL EKLUND MBR
813 CIBOLO VALLEY DR STE 166
CIBOLO, TX 78108

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-2085311. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065	03/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

(IRS USE ONLY) 575B 05-12-2025 CIBO B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is CIBO. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 05-12-2025
EMPLOYER IDENTIFICATION NUMBER: 39-2085311
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

CIBOLO ACE HARDWARE LLC
MICHAEL EKLUND MBR
813 CIBOLO VALLEY DR STE 166
CIBOLO, TX 78108

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Cibolo Ace Hardware LLC

2 Business name/disregarded entity name, if different from above.

River City Ace

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . **S**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

813 Cibolo Valley Dr. Ste 166

6 City, state, and ZIP code

Cibolo, TX 78108

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

3	9	–	2	0	8	5	3	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Guadalupe AD Property Search

2025 Certified values reflect new exemption propositions from SB4 & SB23 that will go before voters in November. In the event the propositions do not pass, the exemption amounts will be adjusted accordingly.

Property Details

Account		
Property ID:	191174	**Geographic ID:** 1G0417-0003-00400-0-00
Type:	R	**Zoning:**
Property Use:		
Location		
Situs Address:	816-857 CIBOLO VALLEY DR CIBOLO, TX 78108	
Map ID:	N-4	**Mapsco:**
Legal Description:	BUFFALO HEIGHTS BLOCK 3 LOT 4 7.32 AC	
Abstract/Subdivision:	G_0417	
Neighborhood:	(CLA24) Common Land Area - 24	
Owner		
Owner ID:	265258	
Name:	BUFFALO HEIGHTS CIBOLO DEVELOPERS LTD	
Agent:	220370	
Mailing Address:	10003 NW MILITARY HWY STE 2205 SAN ANTONIO, TX 78231	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	N/A (+)
Improvement Non-Homesite Value:	N/A (+)
Land Homesite Value:	N/A (+)
Land Non-Homesite Value:	N/A (+)
Agricultural Market Valuation:	N/A (+)
Market Value:	N/A (=)
Agricultural Value Loss:	N/A (-)

Appraised Value:	N/A (=)
HS Cap Loss:	N/A (-)
Circuit Breaker:	N/A (-)
Assessed Value:	N/A
Ag Use Value:	N/A

2025 Certified values reflect new exemption propositions from SB4 & SB23 that will go before voters in November. In the event the propositions do not pass, the exemption amounts will be adjusted accordingly.

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: BUFFALO HEIGHTS CIBOLO DEVELOPERS LTD **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
CCI	CITY OF CIBOLO	N/A	N/A	N/A	N/A
GCO	GUADALUPE COUNTY	N/A	N/A	N/A	N/A
LTR	LATERAL ROAD	N/A	N/A	N/A	N/A
SCS	SCHERTZ-CIBOLO-U.C. ISD	N/A	N/A	N/A	N/A

Total Tax Rate: N/A

Estimated Taxes With Exemptions: N/A

Estimated Taxes Without Exemptions: N/A

Property Improvement - Building

Description: COMMERCIAL - BUFFALO HEIGHTS **Type:** COMMERCIAL **Living Area:** 69638.5 sqft **Value:** N/A

Type	Description	Class CD	Year Built	SQFT
COM	COMMERCIAL MAIN AREA	NSEA	2023	33904
COM	COMMERCIAL MAIN AREA	NSEA	2023	35735
PP	PARKING & PAVING	PPA2	2024	238850

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
Complex_02	Commercial/Multi-family	7.32	318,859.20	0.00	0.00	N/A	N/A

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2026	N/A	N/A	N/A	N/A	N/A	N/A
2025	$7,046,018	$2,203,982	$0	$9,250,000	$0	$9,250,000
2024	$4,658,474	$2,341,526	$0	$7,000,000	$0	$7,000,000
2023	$0	$2,036,130	$0	$2,036,130	$0	$2,036,130

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
8/31/2021	WD	WARRANTY DEED	WOODS GARY C	BUFFALO HEIGHTS CIBOLO DEVELOPERS LTD	2021	99030169	202199030169

Lis Mathis
Owner
1908 House of Wine & Ale
P.O. Box 967
Cibolo, TX 78108
properties@lazyjmcranch.com • (210) 639-4935
January 2, 2026
Board of Directors
Cibolo Economic Development Corporation
200 South Main Street
Cibolo, TX 78108

Re: Business Improvement Grant Application – 1908 House of Wine & Ale (L.M. Lynkson Wine Inc.)

To the Cibolo Economic Development Corporation Board of Directors:
I am writing on behalf of 1908 House of Wine & Ale, operated under the corporate name L.M. Lynkson Wine Inc., to respectfully request consideration for a Business Improvement Grant from the City of Cibolo. Our establishment is committed to enhancing the appearance, safety, and functionality of our property in a way that aligns with the City's economic development and beautification goals.
The purpose of this project is to significantly improve the exterior of our business so that it better serves our guests, our neighbors, and the broader Cibolo community. These improvements will not only elevate the aesthetics of the property, but also increase usable seating capacity, enhance safety, and help us continue to grow as a local gathering place that contributes to the economic vitality of the area.
Specifically, we are seeking support for the following exterior improvements:

1. Replacement of the Front Wrap-Around Fence
   The existing white picket fence at the front of the property has deteriorated and is no longer consistent with the visual standards we aim to uphold. Replacing and upgrading this fence will improve curb appeal, reinforce the character of the property, and create a more welcoming, attractive frontage along the street.
   https://www.homedepot.com/p/3-1-2-ft-x-8-ft-Pressure-Treated-Pine-Spaced-French-Gothic-Fence-Panel-320037/304045604

2. Backyard Surface Improvements (Installation of Turf)
   The rear area of the property is currently dirt and mud, which is visually unappealing and limits its use, especially in inclement weather. Installing durable, high-quality turf will:
   • Improve the overall aesthetics of the outdoor space.
   • Provide a clean, comfortable, and accessible surface for guests.
   • Enable us to maximize seating and host more patrons and community events, thereby increasing sales and local economic activity.
   https://www.homedepot.com/p/TrafficMaster-Fescue-Multipurpose-12-ft-Wide-x-Cut-to-Length-Green-Artificial-Grass-Turf-TMCSBRN4212CTL/313236731

3. Outdoor Cooling Enhancements (Fans / Misting Fans)
   To improve guest comfort, particularly during the hotter months, we plan to install new outdoor cooling components, including fans and/or misting fans in the front and patio areas. These additions will:
   • Make the outdoor spaces more usable year-round.
   • Encourage longer visits and repeat business.
   • Support a more pleasant experience that reflects positively on Cibolo as a hospitality destination.

https://www.walmart.com/ip/Outdoor-Oscillating-Wall-Mounted-Fan-30-Diameter-10HP-8400CFM/708786636?wmlspartner=wlpa&selectedSellerId=18711

4. Parking Lot Lighting
   The addition of appropriate parking lot lighting is essential for both safety and accessibility. Improved lighting will:
   • Enhance visibility for customers and staff during evening hours.
   • Increase perceived safety and security on and around the property.
   • Present a more polished, professional appearance consistent with the City's development objectives.

https://www.homedepot.com/p/2-Pack-1000-Watt-Equivalent-Integrated-LED-Black-Dusk-to-Dawn-Wall-Pack-Light-5000K-Outdoor-Commercial-Lighting-150W-WL-2P-B/332289609

Collectively, these improvements will allow 1908 House of Wine & Ale to better serve residents and visitors, increase our capacity to host community-oriented activities, and continue investing in Cibolo's growing commercial corridor. As a local business, we are deeply committed to maintaining a property that reflects pride in our city and supports a vibrant local economy.

We believe the Business Improvement Grant program is an ideal partnership opportunity to help us complete these critical upgrades in a timely and high-quality manner. Your support would directly impact our ability to enhance both the guest experience and the overall appearance and safety of the area.

Thank you for your consideration of our request. I would welcome the opportunity to provide any additional information, cost estimates, or design details you may require.

Respectfully submitted,

Lis Mathis
Owner
1908 House of Wine & Ale
L.M. Lynkson Wine Inc.

Pre-start (0–2 wks before Week 1)	Confirm signed contracts; finalize product selections; place orders for long-lead items; submit permits/notifications	Confirmed vendor schedule; purchase orders; permit applications filed	Verify lead times and delivery windows
Week 1	Mobilization: site walk; utility marking; stake fence/turf lines; confirm contractor start dates	Site plan; utility marks; confirmed start schedule	City inspector meeting if required
Week 2	Demolition & site clearing: remove old fence; grade backyard; prep electrical access	Cleared site; graded turf base area; demo disposal receipts	Weather-dependent
Week 3	Sub-base & foundations: set fence posts; install turf sub-base; trench conduit for wiring	Set fence posts; compacted turf base; installed conduit	Allow concrete cure time for posts
Week 4	Main fence installation & lighting base prep	Installed fence panels/gates; lighting base ready	Fence alignment and finish checks
Week 5	Turf installation	Laid and seamed artificial turf; edge finishing	Drainage and infill as specified
Week 6	Electrical & lighting installation	Mounted/wired parking lights; timers/dusk sensors installed; electrical tests	Obtain electrical inspection if required
Week 7	Fan/misting system installation	Mounted fans/misters; wired connections; operational tests	Confirm weatherproofing and secure mounts
Week 8	Finishing & punchlist	Painting/staining; site clean-up; punchlist items completed	Finalize aesthetics and safety items

Week 9	Final inspections, testing & staff training	Passed inspections; tested systems; staff training completed	Training on controls and maintenance

Estimated total: 8–12 weeks (shorten by parallel scheduling; extend for permit or material delays).

cibolo tx
ECONOMIC DEVELOPMENT CORP

Application for Cibolo Business Improvement Grant (BIG Grant)

Contact: Cibolo Economic Development - economicdevelopment@cibolotx.gov, 210-659-1471

1	PROJECT INFORMATION	
A	Property Address: 207 N Main St Cibolo, TX 78108	
B	Estimated Begin Work Date: April 2026	Estimated Completion Date: June 2026
C	Date Company Established: 2015	Federal Taxpayer ID Number: 811775299
D	Company NAICS Code: 722511 – Full-Service Restaurants	
E	Choose Business Type: ☒Corporation ☐Partnership ☐Sole Proprietorship ☐Other	
F	Reason for Requesting Grant: improve the exterior appearance and functionality	
G	Today's Date: 02/26/2026	

2 OTHER BUSINESSES IN BUILDING (IF APPLICABLE) – Please list other businesses in the building and check those interested in participating in the Business Improvement Grant Program.

	Name of Business	Name of Owner
☐		
☐		
☐		
☐		
☐		

3 ELIGIBILITY

	YES	NO	Item	Notes
A	y		Within the Old Town/Downtown Area?	
B	y		Commercially Zoned?	
C	y		City taxes in good standing?	
D	y		No City liens existing?	
E	y		Proof of ownership provided?	
F		n	Outstanding code violations?	
G		n	Received a grant within past 365 days?	In accordance with Section 7 of Guidelines

4 ELIGIBILITY OF BUSINESS

	YES	NO	Item	Notes
A		✓	Any outstanding financial obligations to the City of Cibolo?	In accordance with Section 5C of Eligibility
B		✓	Involved in any ongoing lawsuits with the City of Cibolo?	
C	✓		Currently located or will be located in Old Town District or FM 78 Corridor?	See Section 10 for Map of Eligible Properties

5	ENHANCEMENTS (Section 6)	TOTAL COST	POLICY MAX %	POLICY MAX $	AMOUNT REQUESTED	AMOUNT APPROVED
A	Façade	$ $8,000–$12,000	50%	$15,000	$ 2500	$
B	Sign Improvement	$ 0	50%	$15,000	$	$
C	Property Improvement	$ $25,000	50%	$15,000	$ 12500	$
D	Demolition	$	50%	$15,000	$	$
E	New Construction	$	50%	$15,000	$	$

	TOTAL AMOUNT REQUESTED:			$
	TOTAL BUSINESS IMPROVEMENT GRANT APPROVED:			$
H	Please describe any planned "Non-Grant" Enhancements: general maintenance improvements that support the overall revitalization of the propety & old tow			
6	**ATTACHED ITEMS/EXHIBITS**			
	YES	**NO**	**Item**	**Notes**
A	X		Request letter to the CEDC Board of Directors describing proposed project and need for grant funds	
B	X		At least two photos of existing exterior or property	Will only accept pictures of property if new construction
C	X		Legal description of subject property	
D	X		Proof of Ownership if property owner	
E	X		Establishment of business entity name	
F	X		Project outline, illustrations, other supplemental information	
G	X		Construction cost estimates from a contractor/vendor	Itemized work estimates which include details and information such as color samples of paint, fabric, sign material, etc.
H	X		Applicant's W-9	
I	X		Completed Economic Impact Analysis	Contact staff for this form
J	X		Copy of signed lease agreement	If Business Owner is different from Property Owner
K	X		Vicinity map of subject property	

7	**CONTRACTOR INFORMATION**		
A	**Company Name:** BET Home Services		
	Contract Person: bobby thacker	Title:	
	Address: 1025 Shale Ln New Braunfels, TX		
	Phone Number: 210-827-9069	Fax:	
	Email: bobbythacker367@gmail.com	Website:	

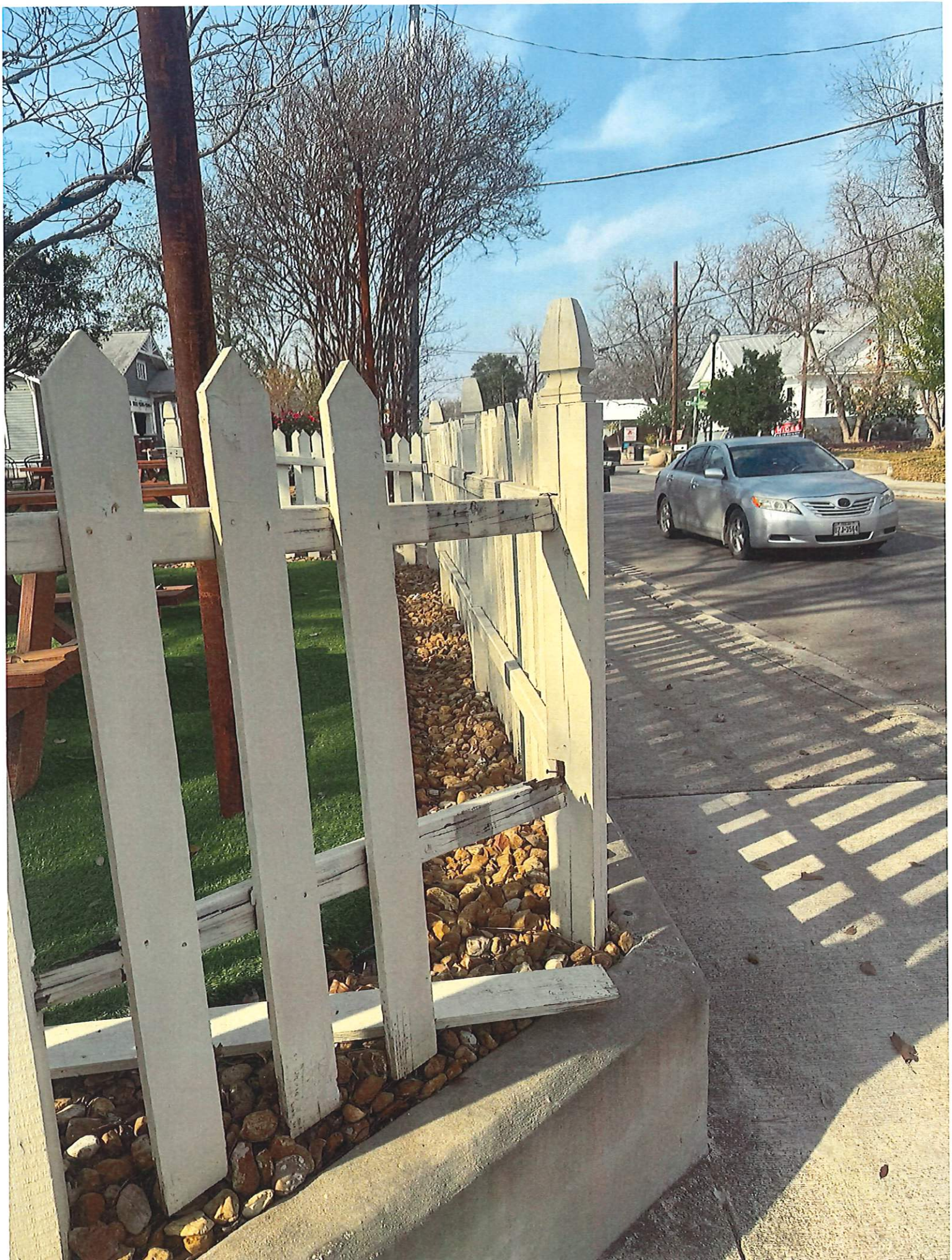
8 **I have read and agree to the terms and conditions set in the Cibolo EDGE application. I understand that my project will be evaluated and recommendations made as to the scope of work to be included in the Cibolo EDGE Program. I understand that the submittal of this application in no way guarantees me a grant from the Cibolo Economic Development Corporation. I understand that additional information may be requested as needed. The Cibolo Economic Development Corporation reserves the right to reject any and all applications at its sole discretion.**

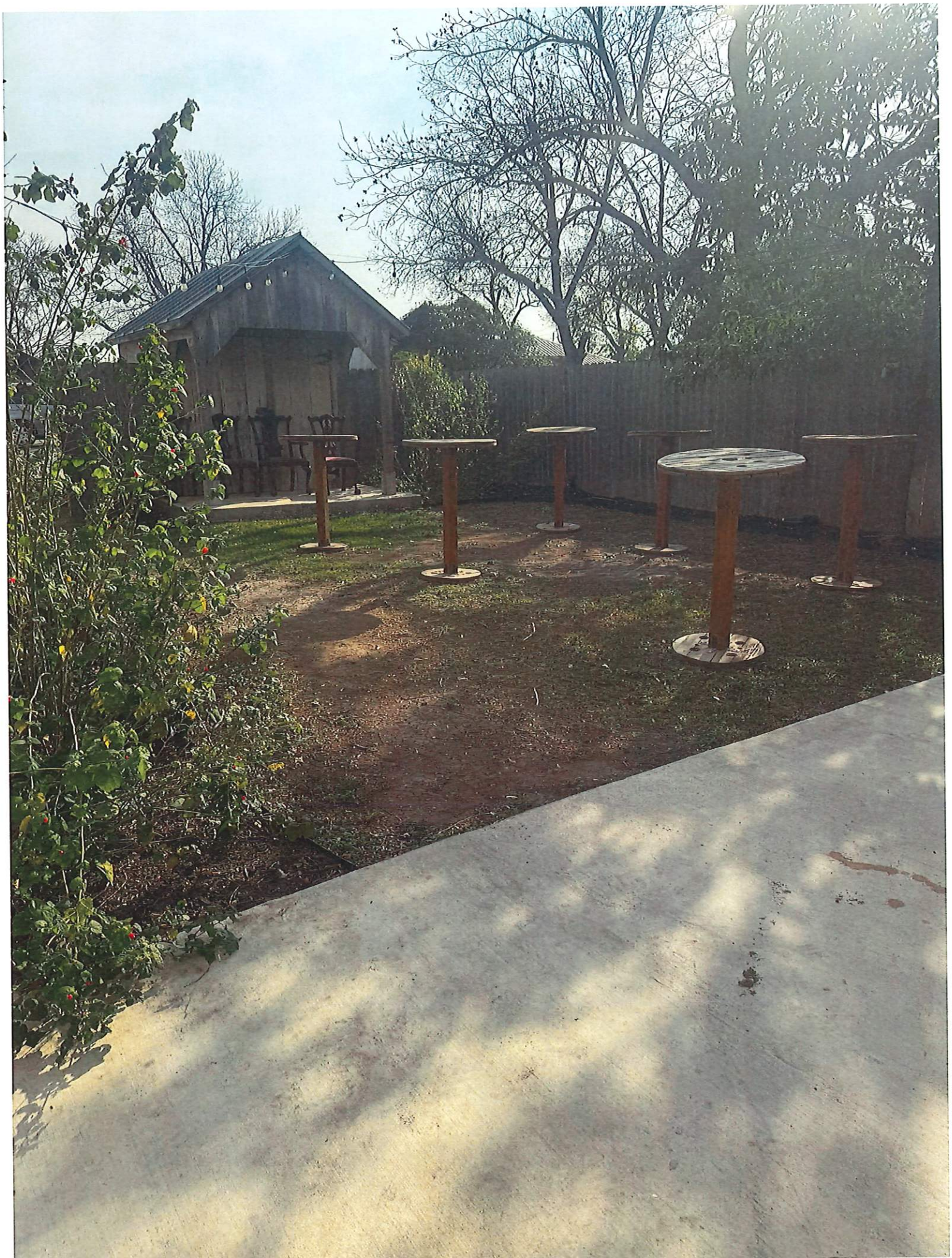
If the property is owned by a corporation, partnership, or joint venture, an individually legally authorized to represent the entity must sign below on behalf of the entity.

Applications will be considered on a monthly basis and complete applications must be submitted to CEDC a minimum of thirty (30) calendar days prior to being presented at a CEDC Board Meeting.

Business Owner		**Property Owner**
Company: 1908 house of wine & ale		Company: l.m. lynkson wine inc

Signature: Lis Mathis		Signature:
Print Name: lis mathis		Type of Print Name: same
Title: owner		Title:
Company Phone Number: 2104683887		Phone Number:
Company Email: staff@1908houseofwine.com		Email:
Company Physical Address: 207 n main st cibolo tx 78108		Address:
Company Website: www.1908houseofwine.com		Date:
Date: 03/02/2026		





Guadalupe AD Property Search

2025 Certified values reflect new exemption propositions from SB4 & SB23 that will go before voters in November. In the event the propositions do not pass, the exemption amounts will be adjusted accordingly.

Property Details

Account		
Property ID:	170855	**Geographic ID:** 2G0216-0000-10300-3-19
Type:	P	**Zoning:**
Property Use:		
Location		
Situs Address:	207 N MAIN ST CIBOLO, TX	
Map ID:		**Mapsco:**
Legal Description:	FURN FIXT EQUIP & INV	
Abstract/Subdivision:		
Neighborhood:		
Owner		
Owner ID:	227214	
Name:	L.M. LYNKSON WINE INC	
Agent:		
Mailing Address:	PO BOX 967 CIBOLO, TX 78108	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Personal Property Value:	N/A
Market Value:	N/A
Assessed Value:	N/A

2025 Certified values reflect new exemption propositions from SB4 & SB23 that will go before voters in November. In the event the propositions do not pass, the exemption amounts will be adjusted accordingly.

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: L.M. LYNKSON WINE INC **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
CCI	CITY OF CIBOLO	N/A	N/A	N/A	N/A
GCO	GUADALUPE COUNTY	N/A	N/A	N/A	N/A
LTR	LATERAL ROAD	N/A	N/A	N/A	N/A
SCS	SCHERTZ-CIBOLO-U.C. ISD	N/A	N/A	N/A	N/A

Total Tax Rate: N/A

Estimated Taxes With Exemptions: N/A

Estimated Taxes Without Exemptions: N/A

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2026	N/A	N/A	N/A	N/A	N/A	N/A
2025	$0	$0	$0	$56,620	$0	$56,620
2024	$0	$0	$0	$64,920	$0	$64,920
2023	$0	$0	$0	$64,920	$0	$64,920
2022	$0	$0	$0	$48,533	$0	$48,533
2021	$0	$0	$0	$48,533	$0	$48,533
2020	$0	$0	$0	$46,198	$0	$46,198
2019	$0	$0	$0	$46,198	$0	$46,198

FRANCHISE TAX ACCOUNT STATUS

This record as of February 26, 2026 at 11:37:20

L.M. LYNKSON WINE, INC.

Texas Taxpayer Number:	32059657737
Mailing Address:	1040 RANGER RDG NEW BRAUNFELS, TX 78132 - 1841
Right to Transact Business in Texas:	ACTIVE
State of Formation:	TX
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	02/22/2016
Texas SOS File Number:	0802397160
Registered Agent Name:	LIS MATHIS
Registered Office Street Address:	1040 RANGER RIDGE NEW BRAUNFELS, TX 78132

Public Information Report for Year 2025

Title	Name and Address
DIRECTOR	**ELIZABETH MATHIS** 1040 RANGER RIDGE NEW BRAUNFELS, TX 78132 **Source:** CPA

PRESIDENT	**ELIZABETH MATHIS** 1040 RANGER RIDGE NEW BRAUNFELS, TX 78132 **Source:** CPA

Information on this site is obtained from the most recent Public Information Report (PIR) submitted to the Comptroller of Public Accounts (CPA) or from the most recent PIR processed by the Secretary of State (SOS). Annual PIRs submitted to the CPA are forwarded to the SOS.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Carlos H. Cascos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

L.M. Lynkson Wine, Inc.
File Number: 802397160

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/22/2016

Effective: 02/22/2016

Carlos H. Cascos
Secretary of State

Phone: (512) 463-5555
Prepared by: Elizabeth "Annie" Denton

Come visit us on the internet at http://www.sos.state.tx.us/
Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 657294600002

BET
HOME SERVICES

Bonded & Fully Insured • Texas Contractor

789 Builder Blvd • San Antonio, TX 78230 • (825) 661-

Phone: (210) 827-9069 • Email: bobbythacker367@gmail.com

CONSTRUCTION SERVICES AGREEMENT

BET Home Services

Bobby Thacker

1025 Shale Ln

New Braunfels, TX

Phone: (210) 827-9069

Email: bobbythacker367@gmail.com

1. PARTIES

This Construction Services Agreement ("Agreement") is entered into on the ___ day of _____, 2026, by and between Lis Mathis, 1908 House of Wine & Ale – L.M. Lynkson Wine Inc. ("Owner"), and BET Home Services, Bobby Thacker ("Contractor").

2. PROJECT LOCATION

The work will be performed at 207 N Main St, Cibolo, TX 78108.

3. SCOPE OF WORK

Contractor shall furnish all labor, materials, equipment, supervision, and services necessary to complete the following improvements:

- Fence Repair & Repaint – Replacement of damaged rails and pickets; structural repair; surface preparation; repainting. Total: $4,817.13.
- Artificial Turf Installation – Site preparation; base compaction; turf installation; infill and edging; equipment use and hauling. Total: $18,750.00.
- Electrical & Lighting Installation – Lighting fixtures; conduit and wiring; fan/misting hardware; labor; testing/inspection. Total: $14,200.00.

4. CONTRACT SUM

Total Contract Amount: $37,767.13

This amount includes labor, materials, and applicable taxes as stated.

5. CHANGE ORDERS

Any work outside the Scope of Work must be approved in writing by the Owner prior to commencement. Additional work will be billed separately under a written Change Order.

6. WORKMANSHIP

Contractor agrees to perform all work in a professional and workmanlike manner consistent with standard commercial construction practices and applicable local building codes.

7. INSURANCE & COMPLIANCE

Contractor represents that it maintains appropriate general liability insurance coverage and will comply with all applicable local and state regulations governing construction services.

8. WARRANTY

Contractor warrants workmanship for a period of one (1) year from the date of substantial completion, excluding normal wear and tear, misuse, or damage caused by third parties or acts of nature.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior proposals or communications.

SIGNATURES

OWNER / CLIENT

Signature: _____

Printed Name: _____

Date Signed: _____

CONTRACTOR

Signature: _____

Printed Name: Bobby Thacker

Company: BET Home Services

Date Signed: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

lis mathis

2 Business name/disregarded entity name, if different from above.

dba : 1908 house of wine & ale LEGAL: L.M. LYNKSON WINE INC.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

207 N Main St

Requester's name and address (optional)

6 City, state, and ZIP code

CIBOLO TX 78108

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	1	–	1	7	7	5	2	9	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ELIZABETH KELII-MATHIS Date 02/19/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

cibolo tx ECONOMIC DEVELOPMENT CORP

FACT SHEET

1908 HOUSE OF WINE & ALE

BUSINESS RETENTION & EXPANSION
Project Type

TOURISM & HOSPITALITY
Industry

PROJECT INFO

NAICS	722410 Drinking Places (Alcoholic Beverages)
SPACE	No new space
FACILITY	
BREAK GROUND	
BEGIN OPERATIONS	

EMPLOYMENT

0
New Jobs

CAPITAL INVESTMENT

$37,000
$37,000 Buildings & Improvements
$0 Furniture, Fixtures, & Equipment

PAYROLL

$0
Avg Annual Salary

$0
Annual Payroll

ADDRESS
207 N Main St, Cibolo, TX 78108, USA

COMPANY INFO

Company Name	Confidential
Year Established	
State of Formation	
Business Structure	
Ownership	

CURRENT OPERATIONS

NAICS	722410
Space	825 SF
Facility	
Market Value of Property	$250,000

IMPACT DASHBOARD
BIG GRANT 2026

1908 House of
Wine & Ale

City of Cibolo

Economic Development Corporation Staff Report

F. Discussion/Action related to an application by Kindling Texas Kitchen for a Business Improvement Grant (BIG) in the amount not to exceed $15,000 for improvements to the site located at 209 N Main St Cibolo 78108. (Mr. Killion & Lis Mathis)

Meeting	Agenda Group
Thursday, March 19, 2026, 6:30 PM	Discussion/Action Item: 8F.

From
Luke Killion, Economic Development Specialist

BACKGROUND:

Staff received a Business Improvement Grant (BIG Grant) application from Lis Mathis, owner of the Kindling Texas Kitchen, requesting a BIG grant to help cover the costs of onsite improvements for their business located at 209 N Main Street, Cibolo, 78108.

Ms. Mathis wrote in her grant request the following statement

"I respectfully submit this letter in support of our application for the Business Improvement Grant (BIG) Program to assist with exterior upgrades that will preserve the building's structure while enhancing the appearance and longevity of the downtown corridor."

STAFF RECOMMENDATION:

Staff has found that this application meets all of the BIG Grant criteria and recommends approval of the BIG Grant to reimburse 50% of eligible costs, not to exceed $15,000, for this on-site improvement project. The improvements include exterior facade improvements, property enhancements, window framing and repairs, exterior painting, and finished work.

FINANCIAL IMPACT:

Staff has calculated, based on the application and quotes provided, that the total cost is $31,237.47, and the reimbursement amount is $15,000.

MOTION(S):

An example of a motion would be "*I motion to approve the BIG Grant application from Kindling Texas Kitchen for on-site improvements not to exceed $15,000, provided paid invoices are submitted and verified.*"

Attachments

Kindling Texas Kitchen BIG GRANT 2026.pdf

Business Improvement Grant (BIG) Application – Kindling Texas Kitchen Exterior Restoration & Preservation Project

Dear Members of the Cibolo Economic Development Corporation Board,

My name is **Lis Mathis**, owner of **Kindling Texas Kitchen**, located at **209 North Main Street in historic downtown Cibolo**. I respectfully submit this letter in support of our application for the **Business Improvement Grant (BIG) Program** to assist with exterior improvements that will preserve the building structure while enhancing the appearance and longevity of the downtown corridor.

Kindling Texas Kitchen was established to bring a distinctive **live-fire dining experience** to Cibolo, centered around Texas-inspired cuisine and a welcoming gathering place for residents and visitors. Since opening, our goal has been to contribute to the **economic vitality and continued revitalization of downtown Cibolo** by creating a destination restaurant that attracts guests to the Main Street district and supports surrounding local businesses.

As part of our continued investment in the property, we are undertaking **capital improvements focused on restoring and protecting the building exterior**. The windows currently installed on the property are **original to the structure** and have deteriorated over time, allowing moisture intrusion that has resulted in **wood rot and exterior structural decay around the window framing**.

To address these conditions, we plan to **replace the deteriorating windows and repair the surrounding framing and exterior materials where damage has occurred**. Following these structural repairs, the project will also include **exterior painting and finish work** around the window openings and adjacent surfaces to properly seal and protect the building while restoring the appearance of the façade.

These improvements will help preserve the long-term structural integrity of the building while providing a clear **before-and-after improvement to the exterior presentation** of the property. Continued investment in existing buildings along Main Street supports the **beautification and preservation of the historic downtown district** and encourages continued economic activity within the community.

Kindling Texas Kitchen proudly employs local staff, partners with regional vendors, and attracts residents and visitors to downtown Cibolo, contributing to the local economy and strengthening the district as a destination for dining and community gathering.

Thank you for your time and consideration of this request and for your continued support of small businesses investing in the future of Cibolo.

Warm regards,

Lis Mathis
Owner, Kindling Texas Kitchen
209 North Main Street
Cibolo, Texas 78108

210■639■4935

cibolo tx
ECONOMIC DEVELOPMENT CORP

Application for Cibolo Business Improvement Grant (BIG Grant)

Contact: Cibolo Economic Development - economicdevelopment@cibolotx.gov, 210-659-1471

1	PROJECT INFORMATION	
A	Property Address: 209 n main st cibolo tx 78108	
B	Estimated Begin Work Date: april 2026	Estimated Completion Date: junne 2026
C	Date Company Established: 2017	Federal Taxpayer ID Number:
D	Company NAICS Code: 721125	
E	Choose Business Type: x☐Corporation ☐Partnership ☐Sole Proprietorship ☐Other	
F	Reason for Requesting Grant: improve the exterior appearance and functionality	
G	Today's Date: 02/28/2026	

2	OTHER BUSINESSES IN BUILDING (IF APPLICABLE) – Please list other businesses in the building and check those interested in participating in the Business Improvement Grant Program.	
	Name of Business	Name of Owner
☐		
☐		
☐		
☐		
☐		

3	ELIGIBILITY			
	YES	NO	Item	Notes
A	xx		Within the Old Town/Downtown Area?	
B	x		Commercially Zoned?	
C	x		City taxes in good standing?	
D	x		No City liens existing?	
E	x		Proof of ownership provided?	
F		x	Outstanding code violations?	
G		x	Received a grant within past 365 days?	In accordance with Section 7 of Guidelines

4	ELIGIBILITY OF BUSINESS			
	YES	NO	Item	Notes
A		x	Any outstanding financial obligations to the City of Cibolo?	In accordance with Section 5C of Eligibility
B		x	Involved in any ongoing lawsuits with the City of Cibolo?	
C	x		Currently located or will be located in Old Town District or FM 78 Corridor?	See Section 10 for Map of Eligible Properties

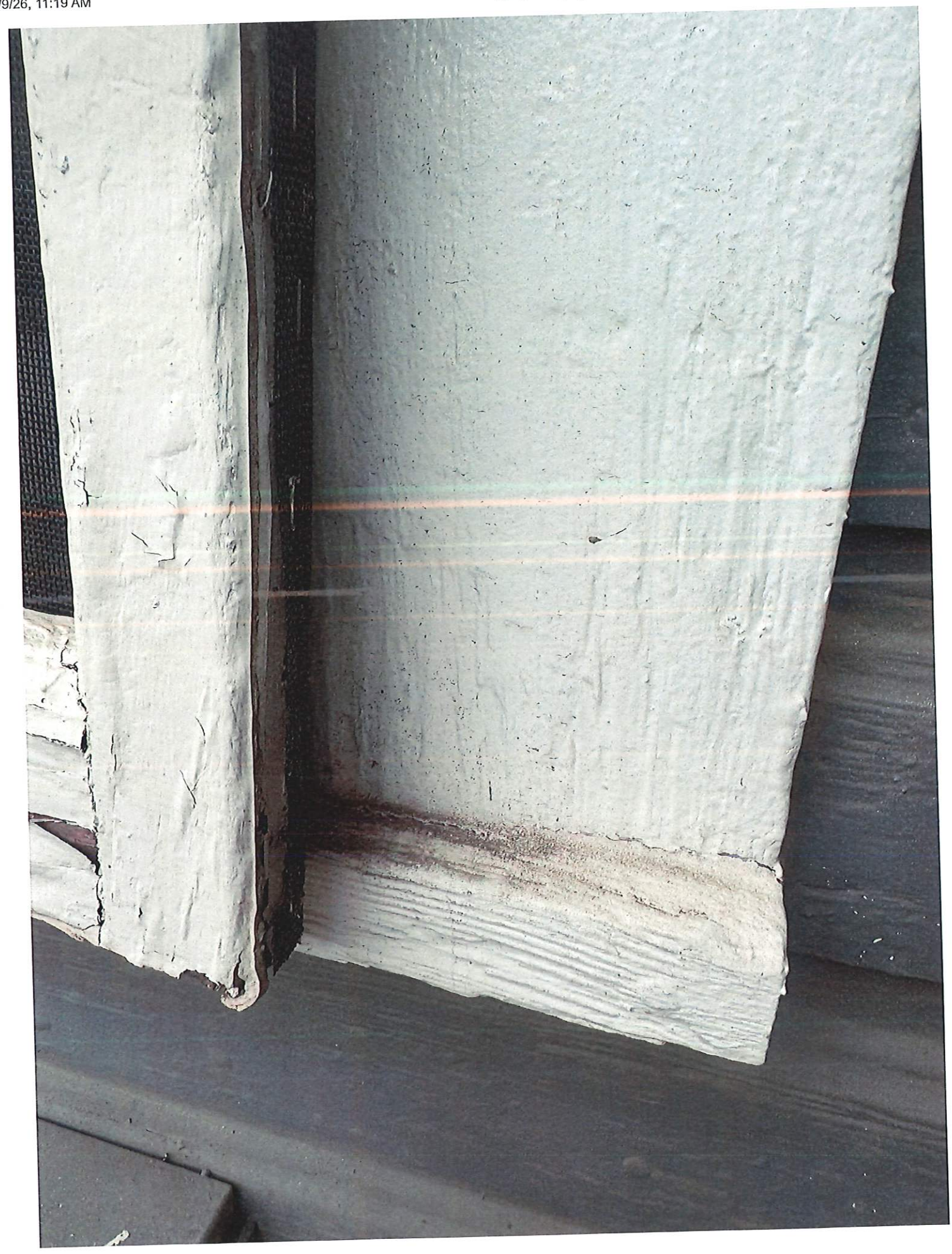
5	ENHANCEMENTS (Section 6)	TOTAL COST	POLICY MAX %	POLICY MAX $	AMOUNT REQUESTED	AMOUNT APPROVED
A	Façade	$	50%	$15,000	$	$
B	Sign Improvement	$	50%	$15,000	$	$
C	Property Improvement	$ ~~$30k~~ 31,237.47	50%	$15,000	$ 15K	$
D	Demolition	$	50%	$15,000	$	$
E	New Construction	$	50%	$15,000	$	$

	TOTAL AMOUNT REQUESTED:			$
	TOTAL BUSINESS IMPROVEMENT GRANT APPROVED:			$
H	Please describe any planned "Non-Grant" Enhancements: general maintenance improvements that support the overall revitalization of the propety & old tow			
6	**ATTACHED ITEMS/EXHIBITS**			
	YES	**NO**	**Item**	**Notes**
A	x		Request letter to the CEDC Board of Directors describing proposed project and need for grant funds	
B	X		At least two photos of existing exterior or property	Will only accept pictures of property if new construction
C	x		Legal description of subject property	
D	X		Proof of Ownership if property owner	
E	x		Establishment of business entity name	
F	X		Project outline, illustrations, other supplemental information	
G	x		Construction cost estimates from a contractor/vendor	Itemized work estimates which include details and information such as color samples of paint, fabric, sign material, etc.
H	X		Applicant's W-9	
I	X		Completed Economic Impact Analysis	Contact staff for this form
J	X		Copy of signed lease agreement	If Business Owner is different from Property Owner
K	X		Vicinity map of subject property	

7	**CONTRACTOR INFORMATION**	
A	**Company Name:** window worl & bet home servcices	
	Contract Person:	Title:
	Address:	
	Phone Number:	Fax:
	Email:	Website:
8	**I have read and agree to the terms and conditions set in the Cibolo EDGE application. I understand that my project will be evaluated and recommendations made as to the scope of work to be included in the Cibolo EDGE Program. I understand that the submittal of this application in no way guarantees me a grant from the Cibolo Economic Development Corporation. I understand that additional information may be requested as needed. The Cibolo Economic Development Corporation reserves the right to reject any and all applications at its sole discretion.** **If the property is owned by a corporation, partnership, or joint venture, an individually legally authorized to represent the entity must sign below on behalf of the entity.** **Applications will be considered on a monthly basis and complete applications must be submitted to CEDC a minimum of thirty (30) calendar days prior to being presented at a CEDC Board Meeting.**	

Business Owner		**Property Owner**
Company: kindling tx kitchen		Company: 1911 enterprises

Signature: Lis Mathis		Signature:
Print Name: lis mathis		Type of Print Name:
Title:		Title:
Company Phone Number: 2106394935		Phone Number:
Company Email: propjmcranch.comerties@lazy		Email:
Company Physical Address: 209 n main cibolo tx 78108		Address:
Company Website:		Date:
Date: 03/04/2026		



Guadalupe AD Property Search

2025 Certified values reflect new exemption propositions from SB4 & SB23 that will go before voters in November. In the event the propositions do not pass, the exemption amounts will be adjusted accordingly.

Property Details

Account		
Property ID:	172488	**Geographic ID:** 1G1539-0001-00100-0-00
Type:	R	**Zoning:** RETAIL/OFFICE (C-2)
Property Use:		
Location		
Situs Address:	209 N MAIN ST TX	
Map ID:	O-4	**Mapsco:**
Legal Description:	KEALOHA SUB LOT #1 BLK #1 .436 AC	
Abstract/Subdivision:	G_1539	
Neighborhood:	(MAINST1) Main Street (Cibolo) - 1	
Owner		
Owner ID:	289936	
Name:	ABSOLUTE ASSET MANAGEMENT LLC 209 N MAIN SERIES	
Agent:		
Mailing Address:	C/O JAYME B MATHIS 1040 RANGER RDG NEW BRAUNFELS, TX 78132	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	N/A (+)
Improvement Non-Homesite Value:	N/A (+)
Land Homesite Value:	N/A (+)
Land Non-Homesite Value:	N/A (+)
Agricultural Market Valuation:	N/A (+)
Market Value:	N/A (=)

Agricultural Value Loss:	N/A (-)
Appraised Value:	N/A (=)
HS Cap Loss:	N/A (-)
Circuit Breaker:	N/A (-)
Assessed Value:	N/A
Ag Use Value:	N/A

2025 Certified values reflect new exemption propositions from SB4 & SB23 that will go before voters in November. In the event the propositions do not pass, the exemption amounts will be adjusted accordingly.

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: ABSOLUTE ASSET MANAGEMENT LLC 209 N MAIN SERIES **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
CCI	CITY OF CIBOLO	N/A	N/A	N/A	N/A
GCO	GUADALUPE COUNTY	N/A	N/A	N/A	N/A
LTR	LATERAL ROAD	N/A	N/A	N/A	N/A
SCS	SCHERTZ-CIBOLO-U.C. ISD	N/A	N/A	N/A	N/A

Total Tax Rate: N/A

Estimated Taxes With Exemptions: N/A

Estimated Taxes Without Exemptions: N/A

Property Improvement - Building

Description: RESTAURANT **Type:** COMMERCIAL **Living Area:** 2439.0 sqft **Value:** N/A

Type	Description	Class CD	Year Built	SQFT
COM	COMMERCIAL MAIN AREA	RLDH	1909	1808
CCP	COVERED PORCH ATTACHED COMMERCIAL	*	0	240
CADDN	ADDITION COMPARABLE COMMERCIAL	*	0	631
BARN	BARN	WBD	0	720
STG	STORAGE	STGF	0	360

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
Complex_02	Commercial/Multi-family	0.44	18,992.16	0.00	0.00	N/A	N/A

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2026	N/A	N/A	N/A	N/A	N/A	N/A
2025	$272,189	$62,243	$0	$334,432	$0	$334,432
2024	$286,305	$63,014	$0	$349,319	$0	$349,319
2023	$268,750	$71,868	$0	$340,618	$0	$340,618
2022	$287,914	$61,247	$0	$349,161	$0	$349,161
2021	$192,240	$54,369	$0	$246,609	$0	$246,609
2020	$172,431	$54,369	$0	$226,800	$0	$226,800
2019	$128,976	$54,369	$0	$183,345	$0	$183,345

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
6/6/2023	WD	WARRANTY DEED	MATHIS JAYME & ELIZABETH LK KELII-MATHIS	ABSOLUTE ASSET MANAGEMENT LLC 209 N MAIN SERIES	2023	99017791	202399017791
6/6/2023	WD	WARRANTY DEED	KEALOHA ENTERPRISE LLC	MATHIS JAYME & ELIZABETH LK KELII-MATHIS	2023	99017537	2023-99017537
6/19/2017	WD	WARRANTY DEED	HARLESS WALTER & JEANNE M	KEALOHA ENTERPRISE LLC	2017	014670	2017-014670

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Carlos H. Cascos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Lazy JMC Ranch, LLC
File Number: 802333796

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/17/2015

Effective: 11/17/2015

Carlos H. Cascos
Secretary of State

PROMISSORY NOTE

Dated as of: January 1, 2018

FOR VALUE RECEIVED, Justin & Gwyn Hammerson ("Maker"), unconditionally promises to pay to Lazy JMC Ranch. (together with its successors and assigns, "Payee"), having a place of business at 109 Skyharbor Cibolo Tx 78108 or at such other place as the holder of this Promissory Note ("Note") may hereafter direct in writing, the principal sum of all monies advanced to Maker as set forth by this document. The obligations are secured by the Collateral held by the Payee in the form of the Maker's business of Kindling Texas Kitchen or 1911 Enterprises.

Payee agrees to lend Maker the amount of $250,000. An interest rate of eight percent (8%) per annum will be applied toward any outstanding balance beginning on September 1, 2018. The minimum monthly payment will be $1400 beginning on September 1, 2018. Any additional payment made by Maker will be applied to the principal balance based on the deposit date of Payee. No prepayment penalty will be applied.

In the event any of the Loan Installments or other payment required to be made under this Note is not received by or on behalf of Payee in full within ten (10) days after the due date thereof, and the same subsequently is received and accepted by or on behalf of Payee, Maker shall pay on demand a late charge in the amount of five percent (5%) of the amount of the delinquent payment.

In the event of a termination of the relationship between Maker and Payee, the entire unpaid balance of principal and interest of this Note shall become due and payable

In the event of any payment not received within 90 days from due date, the entire unpaid balance of principal and interest of this Note shall become due and payable immediately, without notice or demand, at the election of the holder of this Note, provided that the holder of this Note shall endeavor (but is not required) to provide notice to Maker of any such acceleration. Maker waives demand, presentment for payment, protest, notice of protest and notice of nonpayment or dishonor of this Note.

All amounts payable under this Note shall be payable with all collection costs and attorneys' fees. This Note shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to principles of conflicts of laws. TO THE FULLEST EXTENT PERMITTED BY LAW, DEBTOR, AFTER CONSULTING WITH COUNSEL OR HAVING HAD THE OPPORTUNITY TO DO SO, HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH THIS NOTE.

Agreed by Maker:

By: _____
Name: Justin Hammerson

By:_____
Name: Gwyn Hammerson

Agreed by Payee:

By:_____
Name: Jayme B. Mathis
Company: Lazy JMC Ranch

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-26-2017

Employer Identification Number:
82-2289477

Form: SS-4

Number of this notice: CP 575 A

1911 ENTERPRISES LLC
KINDLING TEXAS KITCHEN
% JAYME MATHIS MBR
17353 BELL NORTH DR STE 104
SCHERTZ, TX 78154

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-2289477. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	07/31/2017
Form 940	01/31/2018
Form 1065	03/15/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

San Antonio
1027 NE Loop 410
San Antonio, TX 78209
Office: (210) 767-0995
www.windowworldtx.com

New Braunfels
332 Landa St
New Braunfels, TX 78130
Office: (830) 632-6125

Lis Mathis

Phone: 2106394935

Install Address: 209 N Main St

Email: properties@lazyjmcranch.com

Cibolo, TX 78108
Quote Name: Lis Mathis - Sales - Windows

Design Consultant: Arnold Piontkowski

Measured By:

☐ **Measure Approved**

Date: 2/12/2026

Status: Quote

Payment Method: Unknown

Lender:

Contract Type: Sales

Comments:
Whole property quote:

Product	Description	Txbl	Qty	Price	Extension
Standard Window Extraction	Includes the cost of extracting a window for brick, fiber cement, stone, asbestos, wood, masonite, vinyl, cinder block and aluminum	N	26	$81.50	$2119.00
Standard Installation (Included)	Includes the utilization of drop cloths. Window debris will be removed and disposed of. Drywall damage is repaired to a paint-ready state. Customer is responsible for removal of window treatments, any painting post installation and dusting/light cleaning after install.	N	26	$0.00	$0.00
Single Hung 4000 Series	Standard Features: SZ Elite Glass, Screens, Double Strength Glass, Argon Gas, Spray Foam (as needed)	N	17	$853.60	$14511.20
Picture Window 4000 Series	Standard Features: SZ Elite Glass, Double Strength Glass, Argon Gas, Spray Foam (as needed). Windows come standard with a white extrusion (White Interior, White Exterior)	N	3	$853.60	$2560.80
2 Lite Slider 4000 Series	Standard Features: SZ Elite Glass, Screens, Double Strength Glass, Argon Gas, Spray Foam (as needed). Windows come standard with a white extrusion (White Interior, White Exterior)	N	6	$907.75	$5446.50
Standard Trim	Standard Trim - Low expansion closed cell foam, snap trim, shims and caulking (as needed)	N	26	$97.00	$2522.00
Grids Standard - Queen Anne (Craftsman)	Grids Standard - Queen Anne	N	15	$91.25	$1,368.75
Clear Story Install (Under 100UI)	Clear Story	N	3	$115.00	$345.00

Cash/Check Discount (5%)	-$1443.66
Total Information	
Unit Total:	26
Original Subtotal:	$28873.25
Discount:	
Subtotal:	$28873.25
Tax Rate:	0%
Tax:	$0.00

Total:	$28873.25
Amount Financed:	$0.00
Payment Method:	Unknown
Deposit Amount:	$14436.63
Balance Paid to Installer upon Completion:	$14436.62

Renovation, Repair and Paint Act (RRP) Compliance

RRP Pamphlet Provided Date:
Year Home Built:
RRP Signed Date:

San Antonio
1027 NE Loop 410
San Antonio, TX 78209
Office: (210) 767-0995
www.windowworldtx.com

New Braunfels
332 Landa St
New Braunfels, TX 78130
Office: (830) 632-6125

Product Acknowledgements

☐ **THIS IS A CUSTOM ORDER AND CANNOT BE ALTERED OR CANCELLED AFTER PRODUCTION.**

☐ **You, the buyer may cancel this transaction at any time prior to midnight of the 3rd business day after the date of this transaction. Notice of cancellation must be in writing no later than midnight of the following 3rd business day.**

☐ **NO EXTRA WORK IF NOT IN WRITING ON ADDITIONAL WORK ADDENDUM!**

☐ **In the event that the project is not fully completed, customers may withhold 10% of the remaining balance, as outlined below, until the work is completed in full.**

Primary Homeowner

Secondary Homeowner

San Antonio
1027 NE Loop 410
San Antonio, TX 78209
Office: (210) 767-0995
www.windowworldtx.com

New Braunfels
332 Landa St
New Braunfels, TX 78130
Office: (830) 632-6125

Terms and Conditions

1. This contract constitutes the entire understanding of the parties and no other understanding, collateral, verbal or otherwise; shall be binding. In simple terms, if a sales representative tells you anything contrary to the terms of this contract, you should ignore it and not rely on it. In addition, if you feel a sales representative has told you something contrary to these Terms and Conditions, you should not sign this contract and Window World would appreciate you letting us know about the issue so we can address it.

2. By signing this contract, you understand that you are ordering custom made-to-order goods. Because Window World will be expending money, time, and materials to have these goods manufactured and that this contract cannot be cancelled except as set forth on the first page of the contract; specifically, with written notice prior to midnight on the third business day after your down payment is paid. All down payments are non-refundable. Window World will not be held responsible for delays caused by weather, acts of God, or any other causes outside of Window World's control. You understand that equity in this property is security for this contract. Dependent upon the items ordered and the manufacturers' delays currently, lead times are typically **8-10 weeks**. Absolutely no discounts will be extended due to extended lead times.

3. Permits - The City of San Antonio (and many other municipalities) require permits for window replacement. This helps protect you, the homeowner. Although Window World will secure the necessary required permits, it is the responsibility of you, the homeowner, to allow the city inspector to perform a final inspection to close your permit. If the permit fails due to the homeowner not allowing the inspection you, the homeowner, will be assessed a non-compliance fee of $200 to re-schedule the inspection. Failure to close the permit may impact future projects and the sale of your property.

4. From time to time, product comes in that does not fit properly or has a factory defect. Window World will re-order at no cost to the customer but the customer is not entitled to any refund or discount, nor will Window World be responsible for any missed work days the homeowner may incur.

5. Balance due to be paid/funded upon installation. It is the homeowner's responsibility to inspect the job and pay the balance upon completion. If you fail to be on the job site when the work is completed and to sign off on the job, all work will be deemed complete and finished.

6. Homeowner alone is responsible for ordering colors, grids, or any other options. Window World will not be held responsible for owner selections. Oriel style double hung windows exceeding a critical height may have a fixed top sash due to safety concerns. SolarZone Elite coating on energy efficient glass will have a slight green hue. Frame style will not match existing windows.

7. Some drywall damage may occur which is beyond our control. If this occurs we will repair the damaged area back to ready for paint condition. Painting is not included. Should we discover any hidden damage or deterioration to the frame or wall area requiring extra work, we will advise you before we proceed. Should you decide to have us repair these areas, the price of this repair will be added to your balance. **WW policy is to repair any damaged areas to a paint ready condition.** Products removed from home will be disposed of by Window World unless otherwise specified on agreement. WW can not guarantee preservation of products removed from home.

8. Customer is responsible for all Historical District and HOA approvals.

9. Customer is responsible for removing window treatments, brackets, blinds, furniture, window AC units, and security bars. If we need to remove any of these, there will be a service charge of $20.00 per window/furniture piece added to the balance of the order. We are not responsible for any damage that may occur and are not responsible for re-hanging of blinds or window treatments. Dependent upon window installation requirements, old blinds may not fit as before. AC unit removal cost is $75 (NO Re-Installation). Security bar removal cost is $80 per window (NO Re-Installation). Window World is not responsible for any damages caused by removal. Note: If you have plantation Shutters, windows may not tilt in.

10. No more than 10% of the balance may be held back at time of installation due to quality control or service issues. These issues will be resolved as quickly as possible at which time the final balance is due. Payment is required on all installed items.

11. Collections. Homeowner agrees to pay all of Window World's expenses incurred to enforce or collect any and all indebtedness and other obligations under this contract, including, without limitation, attorneys' fee, and 1.5% per month interest until collected in full.

12. Access to windows and doors. Inside your home, we will need approximately 3 feet in front of each window, so we can place our drop cloths and tools necessary to perform our work. When the old windows are removed, gusts of wind may flow through your home. It is advisable to gather important papers and other small items that can be disturbed by the wind and relocate them. Computers and other electronic equipment should be covered or relocated temporarily. Please move aside any furnishings that are in the way of our work. Outside your home, occasionally we need to work in planters and other landscaped areas of your home that are adjacent to the windows and doors. Please survey your yard prior to us arriving and look for potential problems. Some trees and vigorous bushes need to be pruned back to give us access to your windows. Delicate plants and shrubs in areas right below a window should be temporarily relocated if they cannot survive being stepped on and you want to preserve them.

13. Pre-existing Conditions. Any previous leaking or water infiltration can lead to damage to the existing frame of the window or door. (Reference Term 7 for procedure on repair) Any issues present before WW installation may not be due to the window or door. If the problem persists following the install, WW is not liable for damages as a result of pre-existing conditions.

14. Arrival and Departure Times. We will advise you of the expected arrival time for our crew when we set up the installation date with you. Unless it will be a 2 or 3-day job, in which case we will normally work as long as there is daylight. It is our policy that our installers get a sign-off form and collect the outstanding balance at the completion of the job. We ask that you be available to approve the job and make final payment at the time of completion. If this is not convenient for you, we need to know before we start the job. Inclement weather and other unforeseen hindrances are beyond our control and as such we ask that you understand if the weather, traffic, etc. cause a delay or cancellation of an installation appointment. All arrival times are approximate and cannot be guaranteed.

15. Alarm Systems. For those of you who have alarm systems, the alarm company should be notified and advised of our job. They will be responsible for the disconnection and reconnection of your alarm system. Window World IS NOT responsible for pulling old wires as they may be too short or brittle. It is recommended that wireless, surface mounted contacts are installed on the new windows or doors as drilling into the frames will void your frame warranty.

16. Final Measurements. After final measurements have been taken for production, customer will be solely responsible for windows that do not fit as a result of opening modifications made by homeowner or other contractor prior to Window World's installation.

17. If the job takes more than one day, will there be any openings in my house? We only remove that which can be reinstalled in the same day. Although there may not be a complete window, it will be weather-tight and secure for overnight. (Please no critiquing at this time)

18. Pets. We love furry, four-legged creatures; however, we need you to supervise them. We are not always able to close a door or a gate behind us when carrying a window so please keep them in a safe place. Our job description does not include scampering down the street after Fido. Many people say, "Don't worry, he doesn't bite," but many installers have been bitten. Please secure any and all animals.

19. Expect some dust, noise and general disruption of your living space. Construction work can sometimes be messy depending upon the scope of your job. It is an unfortunate reality of remodeling, but we do our best to keep things under control. We appreciate your patience and understanding during the job and until everything is finished.

20. What's Next? Our office will call to set a time to measure your windows (if necessary) for manufacturing within a week or so of contract signing. Our office will contact you via phone or email when your windows have arrived and we are ready to schedule. After we've arrived and surveyed the job feel free to relax. If a question should arise, by all means ask the crew leader for clarification. We enjoy people who are interested in what we do and most customers are intrigued with the process. Like any professional, we're always happy to answer questions, but we appreciate being able to concentrate on our work without interruptions and distractions. This ensures a safe and quality installation. An adult over the age of 18 must be present during the duration of the installation.

I have read, understand, and agree to these terms & conditions.
THIS QUOTE IS VALID FOR 7 DAYS FROM THE DATE LISTED ON THE QUOTE

Primary Homeowner

Secondary Homeowner

Design Consultant

BET
HOME SERVICES

Bonded & Fully Insured • Texas Contractor

789 Builder Blvd • San Antonio, TX 78230 • (825) 661-
Phone: (210) 827-9069 • Email: bobbythacker367@gmail.com|.com

BET Construction 420 Industrial Park Drive San Antonio, TX 78219 Phone: (210) 555-0147 Email: info@betconstruction.com

02/27/2026

Lis Mathis

Kindling Texas Kitchen 209 N Main St Cibolo, TX 78108

Re: Written Quote — Exterior Wood-Rot Repair & Exterior Painting Job Address: 209 N Main St, Cibolo, TX 78108

Per your request, below is a written quote confirming the informal total of $2,364.22.

Scope of Work

- Inspect and remove exterior rotten wood at identified locations (trim, fascia, sills)
- Replace/repair rotten wood with new pressure-treated or rot-resistant wood
- Prep, prime, and paint exterior areas repaired and adjacent surfaces to blend
- Disposal of removed materials and jobsite clean-up
- Project management and travel to/from site

Itemized Estimate

1. Labor (repair & painting) — 16 hours @ $55.00/hr = $880.00
2. Materials (lumber, fasteners, fillers, primers) = $520.00
3. Paint & primers (sufficient for described areas) = $360.00
4. Disposal (dump fees, bags, hauling) = $120.00

5. Travel & mobilization (round trips, small tools) = $84.22

Subtotal = $1,964.22 Sales Tax (if applicable) = $0.00 (not included; will be added if required) Total Due = $2,364.22

Notes

- This quote is based on visible rot and areas identified during initial walk-through. If additional hidden rot or structural issues are discovered once work begins, see contingency terms below.
- Estimated duration: 1–2 business days (weather permitting).
- Work performed during normal weekday hours. Weekend/after-hours available by prior arrangement and may affect cost.

Contingency Terms for Hidden Rot / Additional Work

- If additional hidden rot is found beyond the visible scope, BET Construction will notify the client immediately and provide one of the following options: a) Hourly Repair Option — Additional carpentry labor billed at $55.00/hour plus materials at cost + 15% handling fee. Client approval required for changes exceeding $250. b) Pre-Approved Threshold Option — For unforeseen repairs estimated at $250–$750, BET Construction may proceed with repairs up to $750 without separate approval if client signs pre-authorization. Repairs over $750 require written approval before proceeding.
- Replacement of major structural members (beams/posts/joists) is excluded from this quote and will require a separate estimate.
- Any additional paint/materials required due to expanded scope will be billed at cost plus 15% handling.

Payment Terms

- 50% deposit required to schedule work. Balance due on completion.
- Accepted payment: check, ACH, card (card processing fee may apply).
- Quote valid for 30 days from date above.

Acceptance Please sign below or reply in writing/email to accept this quote and authorize BET Construction to schedule the work.

Accepted by: _____ Date: _____ BET Construction
Authorized Rep: _____ Date: _____

- Kindling Texas Kitchen — Whole-Building Window Replacement, Exterior Wood Repair & Exterior Painting

Project Summary / Need

- Kindling Texas Kitchen requests funding to replace failing, original windows across the entire building; repair exterior wood rot uncovered by failed seals; and restore exterior finishes with patching and exterior painting. Existing windows are original and no longer properly sealed, allowing moisture infiltration that has caused exterior wood deterioration. This work will stop ongoing water damage, improve energy efficiency and indoor comfort, restore the storefront appearance, and protect the building's long-term structural integrity.

Contractor and Quote References

- Window World full-property quote (attached; pages 1–6) — primary window scope and pricing (itemized line items included).
- BET Construction quote — paint and wood-rot repair (for exterior wood repair and exterior painting).

Scope of Work (summary)

- Full-property window removal and installation per Window World quote: 17 Single Hung 4000 Series, 3 Picture Windows, 6 Two-Lite Sliders, 3 clear-story installs, associated extraction, trim, and specified grids (26 total extractions/units as itemized).
- Repair and replace rotted exterior wood framing/panels uncovered during window removal so new windows mount to sound substrate.
- Patch disturbed exterior and interior surfaces to paint-ready condition (per Window World) and perform exterior painting and final wood-rot repairs per BET Construction quote.
- Coordinate installation schedule with Window World and BET Construction.

Project Outcomes / Benefits

- Stop water infiltration, remove rot, and halt further structural deterioration.
- Improve energy efficiency and reduce utility costs.
- Restore and preserve the building's storefront appearance and commercial viability.

- Reduce future maintenance and repair costs; provide a safer, more comfortable environment for staff and patrons.

Budget / Cost (updated)

- Window World full-property quote (pages 1–2): $28,873.25 (subtotal/total as shown; includes 5% cash/check discount of $1,443.66). Deposit: $14,436.63; balance: $14,436.62.
    - Key line-items (page 1): extraction (26) $2,119.00; Single Hung (17) $14,511.20; Picture (3) $2,560.80; 2-Lite Sliders (6) $5,446.50; trim (26) $2,522.00; grids (15) $1,368.75; clear story installs (3) $345.00.
- BET Construction quote (paint + wood-rot repair): $2,364.22
    - Note: BET's quote covers exterior wood-rot repair and exterior painting; BET's quote includes a contingency statement that additional fees may apply if more rot or additional repairs are discovered during work.
- Combined project budget (window quote + BET repair/paint): $28,873.25 + $2,364.22 = $31,237.47
- Contingency note: BET Construction and Window World note possible additional costs if hidden rot or additional repairs are discovered; include a modest contingency in final grant budget if desired.

Attachments (to include with grant)

- Window World full-property quote (attached — pages 1–6).
- BET Construction quote for wood-rot repair and exterior painting ($2,364.22).
- Photos of existing windows and rot (recommended).
- Short contractor availability/statement if required.

Timeline

WEEK 0 — PROJECT START / PROCUREMENT

- Finalize contracts and deposits with Window World and BET Construction.
- Confirm scope, measurements, and installation/phasing plan.

- BET schedules site visit and orders paint/repair materials.

WEEKS 1–6 — MANUFACTURING / PREP

- Window World: manufacturing lead time / production.
- BET: procure paint, wood, and repair materials; site protection prep.
- Owner/site: clear areas, remove fragile items, stage access routes.
- Regular coordination calls between Window World and BET to confirm delivery.

WEEK 7 — DELIVERY / ON-SITE STAGING

- Windows delivered and inventoried on site; staging organized by section.
- BET final walkthrough to confirm wood-rot scope and identify high-priority repair areas.
- Confirm installation crew schedule and logistics.

WEEK 8 — REMOVAL & WOOD-ROT REPAIR (PHASE A)

- Remove existing windows in Phase A (selected section).
- BET repairs/replaces rotted exterior wood framing and panels uncovered.
- Interior drywall repairs to paint-ready condition as needed.

WEEK 9 — INSTALLATION & PREP (PHASE A)

- Install new windows (Phase A): set, foam, trim, caulk, test operation.
- Patch and sand exterior surfaces in Phase A; prepare for painting.
- Begin painting prep where completed.

WEEK 10 — REPEAT PHASES B & C (PARALLEL AS POSSIBLE) & FINAL PAINTING

- Continue removal, repair, and installation for Phases B and C.
- BET completes exterior painting of repaired/affected areas (all phases).
- Final punchlist, touch-ups, thorough cleanup.
- Final walkthrough with contractors; closeout and final payments.

Kindling Texas Kitchen requests $31,237.47 to replace failing original windows, repair exterior wood rot, and restore exterior paint at 209 N Main St, Cibolo, TX 78108. Window World (Design Consultant: Arnold Piontkowski) provided a full-property window replacement quote for $28,873.25 (17 Single Hung, 3 Picture, 6 two-lite sliders, trim, extraction, grids, clear-story installs) and BET Construction provided a wood-rot repair and exterior painting quote for $2,364.22 (may increase if additional hidden rot is found). City of Cibolo permits/inspections and HOA/historic approvals are not required. Replacement will stop water infiltration, remove rot, improve energy efficiency, and restore the storefront appearance.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

lis mathis

2 Business name/disregarded entity name, if different from above.

KINDLING TEXAS KITCHE N LEGAL :1911 ENTERPRIZES

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

209 N MAIN ST

Requester's name and address (optional)

6 City, state, and ZIP code

CIBOLO TX 78108

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-		-				

or

Employer identification number

7	4	-	5	6	1	6	3	8	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ELIZABETH KELII-MATHIS Date 02/19/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-18-2015

Employer Identification Number:
47-5616289

Form: SS-4

Number of this notice: CP 575 B

LAZY JMC RANCH LLC
JAYME MATHIS MBR
109 SKY HBR
CIBOLO, TX 78108

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-5616289. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 04/15/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

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INTERNAL REVENUE SERVICE
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(IRS USE ONLY) 575B 11-18-2015 LAZY B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is LAZY. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 11-18-2015
EMPLOYER IDENTIFICATION NUMBER: 47-5616289
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

LAZY JMC RANCH LLC
JAYME MATHIS MBR
109 SKY HBR
CIBOLO, TX 78108

(IRS USE ONLY) 575B 11-18-2015 LAZY B 9999999999 SS-4

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CINCINNATI OH 45999-0023

LAZY JMC RANCH LLC
JAYME MATHIS MBR
109 SKY HBR
CIBOLO, TX 78108

cibolo·tx ECONOMIC DEVELOPMENT CORP

FACT SHEET

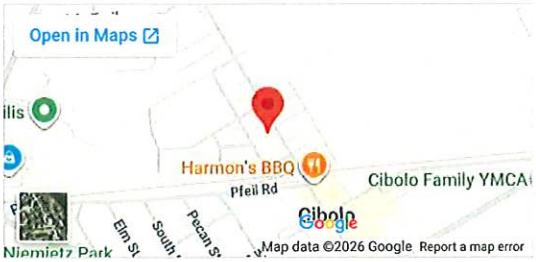
KINDLING TEXAS KITCHEN

BUSINESS RETENTION & EXPANSION
Project Type

TOURISM & HOSPITALITY
Industry

PROJECT INFO

NAICS	722511 Full-Service Restaurants
SPACE	No new space
FACILITY	
BREAK GROUND	
BEGIN OPERATIONS	



EMPLOYMENT

0
New Jobs

CAPITAL INVESTMENT

$31,237
$31,237 Buildings & Improvements
$0 Furniture, Fixtures, & Equipment

PAYROLL

$0
Avg Annual Salary

$0
Annual Payroll

ADDRESS
209 N Main St, Cibolo, TX 78108, USA

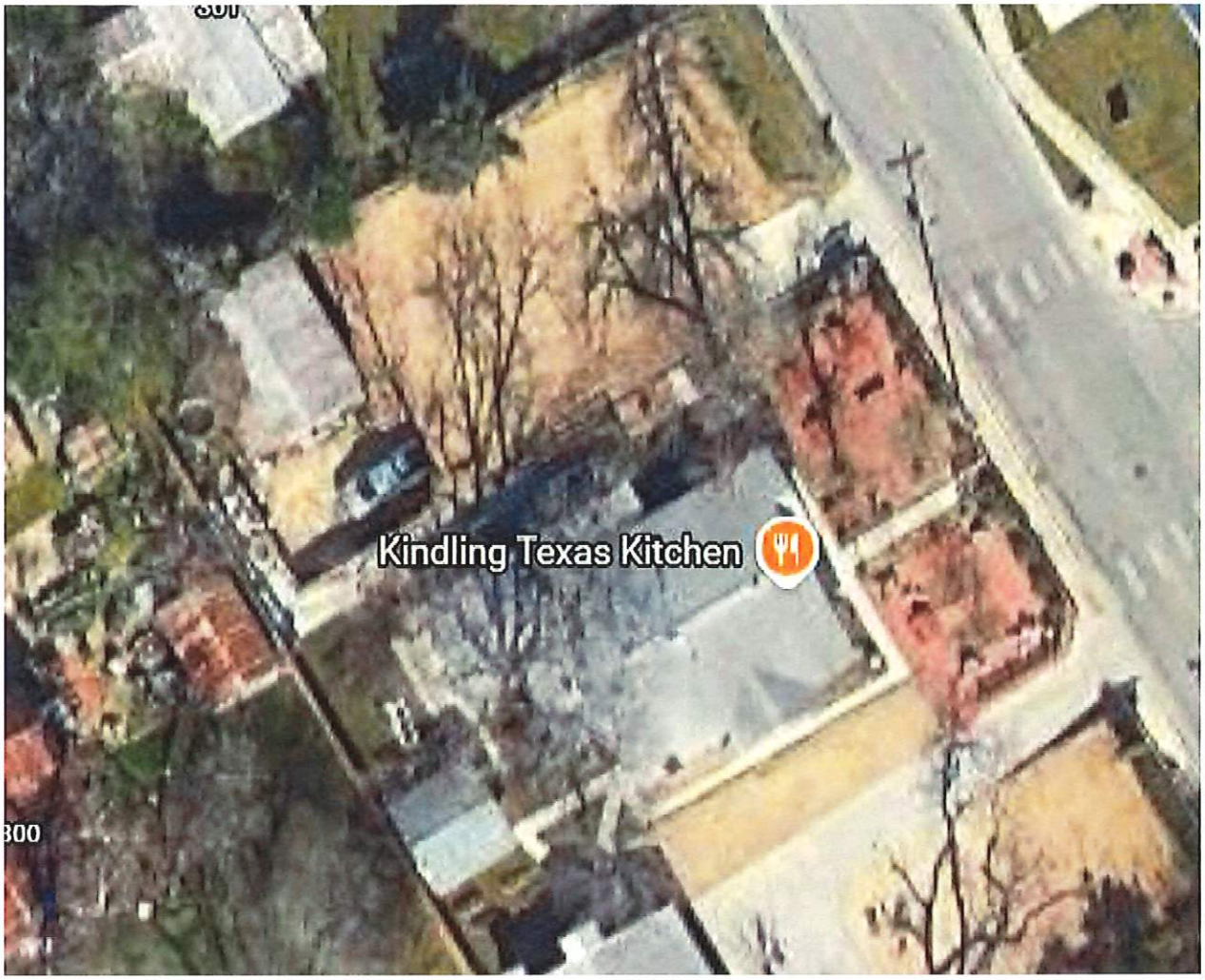
COMPANY INFO

Company Name	Confidential
Year Established	
State of Formation	
Business Structure	
Ownership	

CURRENT OPERATIONS

NAICS	722511
Space	1,000 SF
Facility	
Market Value of Property	$250,000

IMPACT DASHBOARD
Big GRANT 2026


Kindling Texas Kitchen

City of Cibolo

Economic Development Corporation Staff Report

G. Discussion/Action related to an application by Maria Silveyra for an Economic Development Growth and Expansion (EDGE) in the amount not to exceed $15,000 for improvements to the site located at 240 Brite Rd. (Mr. Hardin and Maria Silveyra)

Meeting	Agenda Group
Thursday, March 19, 2026, 6:30 PM	Discussion/Action Item: 8G.

From
Luke Killion, Economic Development Specialist

BACKGROUND:

Staff received a Business Improvement Grant (EDGE Grant) application from Maria Silveyra, owner of the Little Cowboys & Tiaras Daycare, requesting an EDGE grant to help cover the costs of on-site improvements for their business located at 240 Brite Rd, Cibolo, TX 78108.

Ms.Silveyra wrote in her grant request the following statement

" We believe this project aligns with the mission of the Cibolo Economic Development Corporation by supporting a long-standing local business that directly contributes to the community's workforce by providing reliable childcare for working families."

STAFF RECOMMENDATION:

Staff has found that this application meets all of the EDGE Grant criteria and recommends approval of the EDGE Grant to reimburse 50% of eligible costs, not to exceed $15,000, for this on-site improvement project. The improvements include property improvements, assistance with Sewer Connection

FINANCIAL IMPACT:

Staff has calculated, based on the application and quotes provided, that the total cost is $16,534.85, and the reimbursement amount is $15,000.

MOTION(S):

An example of a motion would be "*I motion to approve the EDGE Grant application from Little Cowboys & Tiaras Daycare for on-site improvements not to exceed $15,000, provided paid invoices are submitted and verified.*"

Attachments

Little Cowboys and Tiaras daycare EDGE GRANT 2026.pdf

Little Cowboys & Tiaras Daycare

240 Brite Rd.

Cibolo, TX 78108

March 11, 2026

Cibolo Economic Development Corporation

200 S. Main Street

Cibolo, TX 78108

RE: EDGE Grant Consideration – Sewer Connection Infrastructure Project

Dear Members of the Cibolo Economic Development Corporation Board,

On behalf of Little Cowboys & Tiaras Daycare, I would like to respectfully submit this letter requesting consideration for the City of Cibolo's EDGE Grant Program to assist with a proposed infrastructure project: connection to the City of Cibolo's sewer system.

Little Cowboys & Tiaras Daycare, located at 240 Brite Rd. in Cibolo, has proudly served local families and young children since 2014. Over the past 12 years, our center has grown alongside the City of Cibolo and its rapidly expanding population. What began as a small center licensed for 81 children has expanded through continued investment and community commitment, and today we are proud to be licensed to serve 176 children.

Our mission has always been to provide high-quality early childhood education while supporting working families in our community. Throughout our years of operation, we have prioritized not only the children in our care but also the professional growth of our educators. We have proudly invested in our staff by providing 100% paid tuition for more than 15 early childhood teachers to obtain their Child Development Associate (CDA) credentials, strengthening the quality of care and education provided at our center.

In addition, Little Cowboys & Tiaras Daycare was honored to become the first daycare center in our area to receive accreditation through the Texas Rising Star program, achieving the highest possible rating. We have maintained that distinction since 2020, demonstrating our ongoing commitment to excellence in early childhood education.

Recently, Little Cowboys & Tiaras Daycare was annexed into the City of Cibolo, transitioning from governance under Guadalupe County to becoming part of the City. We are incredibly excited about this new chapter and the opportunity to more closely align with the city we have long served. Being officially part of the City of Cibolo allows us to deepen our partnership with local leadership and continue supporting the families that make up the backbone of this growing community.

Access to reliable city infrastructure, specifically connection to the City of Cibolo's sewer system, is an important next step for our facility. This project will allow us to support our current operations while positioning our center to continue serving the growing number of families moving to Cibolo. As childcare availability becomes an increasingly critical component of workforce stability and economic growth, ensuring our facility has the infrastructure necessary to operate efficiently is essential.

We believe this project aligns with the mission of the Cibolo Economic Development Corporation by supporting a long-standing local business that directly contributes to the community's workforce by providing reliable childcare for working families.

Little Cowboys & Tiaras Daycare has proudly been a pillar in the Cibolo community for over a decade, and we look forward to continuing to grow alongside the city for many years to come. We appreciate your consideration for the EDGE Grant Program and the opportunity to partner with the City of Cibolo on this important infrastructure improvement.

Thank you for your time and dedication to supporting local businesses and community growth.

Sincerely,

Little Cowboys & Tiaras Daycare

240 Brite Rd.

Cibolo, TX 78108

cibolo·tx
ECONOMIC DEVELOPMENT CORP

Application for Cibolo Economic Development for Growth & Enhancement (EDGE) Grant

Contact: Cibolo Economic Development - economicdevelopment@cibolotx.gov, 210-659-1471

1	PROJECT INFORMATION
A	Property Address: 240 Brite Rd Cibolo Tx 78108
B	Estimated Begin Work Date: Pending Permit Appr Estimated Completion Date:
C	Date Company Established: 11/2014 Federal Taxpayer ID Number: 47-4159818
D	Company NAICS Code:
E	Choose Business Type: ☑Corporation ☐Partnership ☐Sole Proprietorship ☐Other
F	Reason for Requesting Grant: Assistance with Sewer Connection
G	Today's Date: 3-9-2026

2	OTHER BUSINESSES IN BUILDING (IF APPLICABLE) – Please list other businesses in the building and check those interested in participating in the Business Improvement Grant Program.	
	Name of Business	Name of Owner
☐		
☐		
☐		
☐		
☐		

3	ELIGIBILITY			
	YES	NO	Item	Notes
A	✓		Within the City?	
B	✓		Commercially Zoned?	
C	✓		City taxes in good standing?	
D		✓	No City liens existing?	
E	✓		Proof of ownership provided?	
F		✓	Outstanding code violations?	
G		✓	Received a grant within past 365 days?	In accordance with Section 7 of Guidelines

4	ELIGIBILITY OF BUSINESS			
	YES	NO	Item	Notes
A		✓	Any outstanding financial obligations to the City of Cibolo?	In accordance with Section 5C of Eligibility
B		✓	Involved in any ongoing lawsuits with the City of Cibolo?	
C		✓	Currently located or will be located in Old Town District or FM 78 Corridor?	See Section 10 for Map of Eligible Properties

5	ENHANCEMENTS (Section 6)	TOTAL COST	POLICY MAX %	POLICY MAX $	AMOUNT REQUESTED	AMOUNT APPROVED
A	Façade	$	50%	$15,000	$	$
B	Sign Improvement	$	50%	$15,000	$	$
C	Property Improvement	$ 16,534.85	50%	$15,000	$ 8300-	$
D	Demolition	$	50%	$15,000	$	$
E	New Construction	$	50%	$15,000	$	$

F	Fees	$	50%	$15,000	$	$
G	Special Circumstances	$	50%	$15,000	$	$
	TOTAL AMOUNT REQUESTED:				$	
	TOTAL BUSINESS IMPROVEMENT GRANT APPROVED:				$	
H	Please describe any planned "Non-Grant" Enhancements:					

6	ATTACHED ITEMS/EXHIBITS			
	YES	NO	Item	Notes
A			Request letter to the CEDC Board of Directors describing proposed project and need for grant funds	
B		✓	At least two photos of existing exterior or property	Will only accept pictures of property if new construction
C	✓		Legal description of subject property	LOT #1 BLK 1 4.6375 ACS AKA ABS 110 SUR: S DOMINGUEZ MH: PRS0606239-240
D	✓		Proof of Ownership if property owner	
E			Establishment of business entity name	
F	✓		Project outline, illustrations, other supplemental information	
G	✓		Construction cost estimates from a contractor/vendor	Itemized work estimates which include details and information such as color samples of paint, fabric, sign material, etc.
H	✓		Applicant's W-9	
I		✓	Completed Economic Impact Analysis	Contact staff for this form
J		✓	Copy of signed lease agreement	If Business Owner is different from Property Owner
K		✓	Vicinity map of subject property	

7	CONTRACTOR INFORMATION	
A	**Company Name:** WH BUILDERS	
	Contract Person: JOSE VALDEZ	Title: OWNER/CONTRACTOR
	Address:	
	Phone Number: 210-852-3249	Fax:
	Email: jose@windmillheritage.com	Website:

8	
	I have read and agree to the terms and conditions set in the Cibolo EDGE application. I understand that my project will be evaluated and recommendations made as to the scope of work to be included in the Cibolo EDGE Program. I understand that the submittal of this application in no way guarantees me a grant from the Cibolo Economic Development Corporation. I understand that additional information may be requested as needed. The Cibolo Economic Development Corporation reserves the right to reject any and all applications at its sole discretion. **If the property is owned by a corporation, partnership, or joint venture, an individually legally authorized to represent the entity must sign below on behalf of the entity.**

Applications will be considered on a monthly basis and complete applications must be submitted to CEDC a minimum of thirty (30) calendar days prior to being presented at a CEDC Board Meeting.

Business Owner		Property Owner
Company: Little Cowboys and Tiaras LLC		Company:
Signature:		Signature:
Print Name: Maria Amparo Silveyra		Type of Print Name: Maria Amparo Silveyra
Title: OWNER/ DIRECTOR		Title: OWNER
Company Phone Number: 210-566-1570		Phone Number: 210-291-4755
Company Email: cowboysandtiaras@gmail		Email: msilveyra@cbharper.com
Company Physical Address: 240 Brite Rd Cibolo TX 78108		Address: 115 Lakeview Cv La Vernia, TX 78121
Company Website:		Date:
Date: 8/9/2024		

ASSUMED NAME (DBA) CERTIFICATE OF OWNERSHIP
FOR UNINCORPORATED BUSINESS OR PROFESSION

NOTICE: Assumed Names/DBA are valid only for a period not to exceed 10 years form the date filed in the County Clerk's Office. THE COUNTY CLERK IS NOT RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED IN AN "ASSUMED NAME/DBA" CERTIFICATE. ONCE FILED WITH THE COUNTY CLERK, THIS DOCUMENT BECOMES A PERMANENT RECORD AND MAY BE CHANGED OR AMENDED ONLY BY FILING A NEW CERTIFICATE. THE COUNTY CLERK MAY REFUSE TO RECORD A CERTIFICATE THAT IS CLEARLY DEFECTIVE ON ITS FACE. CHAPTER 71, TEXAS BUSINESS & COMMERCE CODE.

1. BUSINESS NAME: Little Cowboys and Tiaras Daycare
   PHYSICAL BUSINESS ADDRESS: 240 J Brite Rd
   CITY: Cibolo STATE: TX ZIP CODE: 78108
   PHONE NUMBER (optional): 210-566-1570

2. THE PERIOD, NOT TO EXCEED 10 YEARS, DURING WHICH THE ASSUMED NAME WILL BE USED (i.e., "10 years"):
   10 years

3. BUSINESS IS TO BE CONDUCTED AS (Check One):

   ☑ Sole Proprietorship/Proprietorship ☐ Sole Practitioner ☐ General Partnership ☐ Joint Venture

   ☐ Other (specify) _____

CERTIFICATE OF OWNERSHIP

I/We, the undersigned, are the owner(s) of the above named business and my/our name(s) and address(es) given is/are true and correct, and there is/are no ownership(s) in said business other than those listed herein below. By signing below, the applicant(s) acknowledge understanding of and compliance with the statutes cited below.

-OWNER(S) INFORMATION and SIGNATURE(S)-

Name: Amparo M Silveyra
Residence Address: 4201 Crown Oak Pass
City, State, Zip: Schertz TX 78154
Signature: [signature]
Title: owner/Director

Name: Hector Silveyra
Residence Address: 4201 Crown Oak Pass
City, State, Zip: Schertz TX 7815
Signature: [signature]
Title: owner

Name: _____
Residence Address: _____
City, State, Zip: _____
Signature: _____
Title: _____

WARNING: INTENTIONALLY PROVIDING FALSE OR FRAUDULENT INFORMATION ON THIS APPLICATION IS A VIOLATION OF THE LAW AND MAY RESULT IN IMPRISONMENT OF NOT MORE THAN 5 YEARS AND/OR A FINE OF UP TO $10,000. (Texas Business and Commerce Code, Chapter 71, Sec. 71.203; Texas Penal Code, Chapter 12 and Chapter 37, Sec. 37.10)

THE STATE OF Texas
COUNTY OF Guadalupe

Before me on this day personally appeared Amparo Maria Silveyra, known to me or proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same of the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE November 14th

Approve | Decline | Request Edits | Copy Link | Download

CHANGE ORDER #001

Design-SWPPP-Depth

$16,534.85 /2 = 8267.43 Granted

Pending Approval

PREPARED BY

Jose Valdez
WH Builders
jose@windmillheritage.com

PREPARED FOR

Hector Silveyra
+12108757065
msilveyra@cbharper.com
240 Brite Rd, Cibolo, TX 78108, USA

CHANGE ORDER DETAILS

Change Order details are as a result of the City of Cibolo's requirements for sewer work to be completed as well as information discovered regarding depth of the existing 8" sewer main:

- 14' depth Change Order
- Storm Water Pollution Prevention Plan (SWPPP)
- Civil drawings

AREA OF CONCERN:
While this addresses the work to be done for your project there are 2 items that we highly recommend clarifying with the City of Cibolo.

1. The sewer main is in a private citizen's property. Given the fact that there is an easement, depending on municipalities, and subsequent service providers, it is ***our experience*** that this responsibility is delegated by each municipality to the service provider by appointing, verifying, and approving specific utility contractors for the work in an easement as well as in a private citizens property. While there is no consensus among municipalities and service providers on how this is handled, we are prepared to (with an approved permit) perform this work without hesitation.
2. To add to what is mentioned above and given the fact that the future development project, at moments, significantly adds to the city utility usage; the conversation must be had with the city regarding the type of connection point needed to be sufficient and the party responsible for

installing. Our experience is that a manhole is needed in order to maintain adequate utility services. Again, we are prepared to perform this work without hesitation.

	UNIT PRICE	QTD	UNIT TOTAL
00-444S Civil Engineering-S Civil engineering to determine area of work to be done, scope of work to be done, site plan, extend sewer main, to extend 200' of lateral for 2 connections, This assumes we are only dealing with the City of Cibolo. If we end up having to process the extension through other agencies such as GVSUP or SARA, the price will increase by $5910.75			
1	Estimate	$13,003.65	$13,003.65
01-5723S Temporary Storm Water Pollution Control-S Storm Water Pollution Prevention Plan plus inspections and a hard copy to keep on site			
1	Estimate	$3,181.17	$3,181.17
22-1000S Plumbing Piping-S Depth increase to greater than 7' cost is for 7' at $50 a foot			
7	Linear Feet	$50.00	$350.00

Change Order Total Amount	$16,534.85

TERMS AND CONDITIONS

Windmill Heritage LLC

1. Project Start & Timeline *Start date is based on mutual availability following client approval and signed estimate. Estimated completion time is specified in the Memos section of the estimate and may be adjusted due to permitting, site readiness, or weather delays.*

2. Scope & Inclusions *Unless otherwise stated, the estimate includes labor, materials, and project management necessary for full project execution. Any exclusions are listed per line item.*

3. Site Access & Utilities *Client must provide access between 7:00 a.m. and 7:00 p.m. and ensure utility service to the job site. If applicable, space must be available for materials, dumpsters, trailers, and equipment staging.*

4. Draw Schedule Adherence *Payment terms and draw schedules are provided in the estimate. Non-payment halts work and may result in lien filings.*

5. Change Orders *Scope changes must be in writing, signed, and paid in full before work proceeds. A $35 administrative fee applies to unpaid Change Orders beyond 5 business days.*

6. Urgent Repairs *Urgent repairs without a written estimate may be approved verbally and must be paid in full upon completion.*

7. Warranty *Windmill Heritage LLC warrants:*

- ***Labor and workmanship****: 1 year from substantial completion.*
- ***Mechanical, Electrical, and Plumbing systems****: 2 years against installation defects.*
- ***Structural components****: 10 years against failure due to workmanship or construction methods.*

Manufacturer warranties apply to materials and will be passed to the client. This warranty excludes damage from misuse, neglect, or acts of God.

8. Client Responsibilities *Client must:*

- *Provide timely material and design selections*
- *Maintain homeowner's insurance once framing begins*
- *Secure pets, children, and valuables from work areas*

9. Permitting & Compliance *Windmill Heritage LLC will obtain required permits unless otherwise agreed. Work will comply with applicable codes and ordinances.*

10. Force Majeure & Delays *Delays due to weather, inspections, shortages, emergencies, or government actions are not the responsibility of Windmill Heritage LLC.*

11. Non-Solicitation Clause *Subcontractors engaged by Windmill Heritage LLC may not be hired directly by the client during the project or for 12 months thereafter without written consent.*

12. Dispute Resolution

Disputes will be resolved via mediation, then if necessary, binding arbitration in the jurisdiction where the project is located.

*This contract, together with the estimate, forms the entire agreement between Windmill Heritage LLC and the client.****Residential New Build Contract Terms & Conditions***

ACTIVITY

03/08/2026 04:18pm	- Email Status Update: Change Order Opened
03/07/2026 02:22pm	- Email Status Update: Change Order Opened
03/07/2026 02:22pm	- Email Status Update: Delivered
03/07/2026 02:22pm	- Email Status Update: Delivered
03/07/2026 02:22pm	- Change Order sent by email to msilveyra@cbharper.com.

Additional Info: Maria,

Apologies for the delay but her it is. Please review the Area of Concern. Have a great day.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Little Cowboys and Tiaras Daycare LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes:

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

240 Brite Rd

Requester's name and address (optional)

6 City, state, and ZIP code

Cibolo Tx 78108

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	4	1	5	9	8	1	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 3/9/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

FACT SHEET

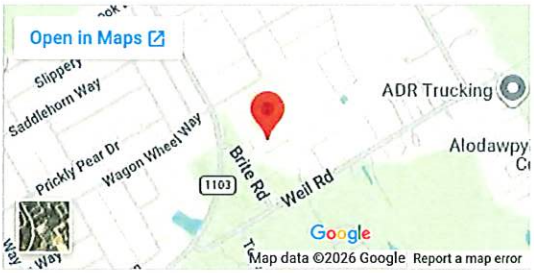
LITTLE COWBOY & TIARAS DAYCARE

BUSINESS RETENTION & EXPANSION
Project Type

HEALTH CARE & LIFE SCIENCES
Industry

PROJECT INFO

NAICS	624410 Child Day Care Services
SPACE	No new space
FACILITY	
BREAK GROUND	
BEGIN OPERATIONS	



EMPLOYMENT

0
New Jobs

CAPITAL INVESTMENT

$16,535
$16,535 Buildings & Improvements
$0 Furniture, Fixtures, & Equipment

PAYROLL

$0
Avg Annual Salary

$0
Annual Payroll

ADDRESS

240 Brite Rd, Cibolo, TX 78108, USA

COMPANY INFO

Company Name	Confidential
Year Established	
State of Formation	
Business Structure	
Ownership	

CURRENT OPERATIONS

NAICS	624410
Space	1,500 SF
Facility	
Market Value of Property	$325,000

City of Cibolo

Economic Development Corporation Staff Report

H. Discussion/Action related to an application by 102 Rawe Ave for a Business Improvement Grant (BIG) in the amount not to exceed $15,000 for improvements to the site located at 102 Rawe Ave, Cibolo, TX 78108. (Mr. Killion & Lis Mathis)

Meeting	Agenda Group
Thursday, March 19, 2026, 6:30 PM	Discussion/Action Item: 8H.

From
Luke Killion, Economic Development Specialist

BACKGROUND:

Staff received a Business Improvement Grant (BIG Grant) application from Lis Mathis, the owner of 102 Rawe Avenue, requesting funding to help offset the costs of on-site improvements for their business located at 102 Rawe Ave, Cibolo, TX 78108

Ms. Mathis wrote in her grant request the following statement:

" This property plays a crucial role in enhancing the functionality, accessibility, and visual appeal of downtown Cibolo. The project aims to improve the overall facade and usability of the parking area, which offers valuable parking access for visitors and customers of the businesses in Old Town."

STAFF RECOMMENDATION:

Staff has found that this application meets all of the BIG Grant criteria and recommends approval of the BIG Grant to reimburse 50% of eligible costs not to exceed $15,000 for this on-site improvement. Related improvements include property enhancements such as paving, new asphalt, signage, and pole installation, along with a final inspection.

FINANCIAL IMPACT:

Staff has calculated, based on the application and quotes provided, that the total estimated cost is $32,000 that the reimbursement amount is $15,000.

MOTION(S):

An example of a motion would be: "*I motion to approve the BIG Grant application from 102 Rawe Avenue for on-site improvements not to exceed $15,000, provided paid invoices are submitted and verified*."

Attachments

102 Rawe Ave BIG GRANT 2026.pdf

Absolute Asset Management, LLC

PO Box 967

Cibolo, Texas 78108

March 11, 2026

Cibolo Economic Development Corporation / ADC Board

City of Cibolo

200 S Main Street

Cibolo, Texas 78108

RE: BIG Grant Application – Property Improvements at 102 Rawe Avenue

Dear Board Members,

On behalf of Absolute Asset Management, LLC, I respectfully submit this letter in support of our BIG Grant application for planned exterior improvements to the property located at 102 Rawe Avenue, Cibolo, Texas, within the Old Town Cibolo Overlay District.

This property serves an important role in supporting the functionality, accessibility, and visual appeal of downtown Cibolo. The project scope focuses on improving the overall façade and usability of the parking area, which provides valuable parking access for visitors and customers frequenting Old Town businesses.

Planned improvements include:

Complete asphalt resurfacing of the parking lot

Installation of new parking striping

Wayfinding and parking signage to improve navigation for visitors

Installation of new entry and exit poles to better define traffic flow

General site improvements to enhance the overall façade and presentation of the property

These improvements are designed to support the continued growth and usability of the Old Town Cibolo district, helping provide safe, clearly marked parking for customers visiting downtown establishments.

Additionally, the property at 102 Rawe Avenue is home to the well-known Downtown Cibolo Buffalo mural, which has been featured in multiple city communications and promotional materials highlighting Old Town Cibolo. As a recognizable landmark within the district, maintaining and improving the surrounding property contributes positively to the overall visitor experience and visual character of downtown.

All improvements proposed under this project are being undertaken by the private property owner as an investment into the continued success and vitality of Old Town Cibolo. Support from the BIG Grant program would help accelerate these improvements and further strengthen the partnership between private property owners and the City in enhancing the downtown overlay district.

We appreciate the board's time and consideration of this request and look forward to continuing to contribute to the growth, accessibility, and beautification of Old Town Cibolo.

Respectfully,

Lis Mathis

Property Manager

Absolute Asset Management, LLC

210-639-4935

properties@lazyjmcranch.co

cibolo tx
ECONOMIC DEVELOPMENT CORP

Application for Cibolo Business Improvement Grant (BIG Grant)

Contact: Cibolo Economic Development - economicdevelopment@cibolotx.gov, 210-659-1471

1	PROJECT INFORMATION	
A	Property Address: 102 Rawe Avenue, Cibolo, Tx 78108	
B	Estimated Begin Work Date: 3/12/2026	Estimated Completion Date: 4/1/2026
C	Date Company Established: 2019	Federal Taxpayer ID Number: 207389834
D	Company NAICS Code: 722511 ☐ Full-Service Restaurants	
E	Choose Business Type: x Corporation Partnership Sole Proprietorship Other	
F	Reason for Requesting Grant: improve the exterior appearance and functionality	
G	Today's Date: 3/11/2026	

2	OTHER BUSINESSES IN BUILDING (IF APPLICABLE) – Please list other businesses in the building and check those interested in participating in the Business Improvement Grant Program.	
	Name of Business	Name of Owner

3	ELIGIBILITY			
	YES	NO	Item	Notes
A	y		Within the Old Town/Downtown Area?	
B	y		Commercially Zoned?	
C	y		City taxes in good standing?	
D	y		No City liens existing?	
E	y		Proof of ownership provided?	
F		n	Outstanding code violations?	
G		n	Received a grant within past 365 days?	In accordance with Section 7 of Guidelines

4	ELIGIBILITY OF BUSINESS			
	YES	NO	Item	Notes
A		✓	Any outstanding financial obligations to the City of Cibolo?	In accordance with Section 5C of Eligibility
B		✓	Involved in any ongoing lawsuits with the City of Cibolo?	
C	✓		Currently located or will be located in Old Town District or FM 78 Corridor?	See Section 10 for Map of Eligible Properties

5	ENHANCEMENTS (Section 6)	TOTAL COST	POLICY MAX %	POLICY MAX $	AMOUNT REQUESTED	AMOUNT APPROVED
A	Façade	$	50%	$15,000	$	$
B	Sign Improvement	$	50%	$15,000	$	$
C	Property Improvement	$ 21k+ Kicking Asphalt B.E.T. Home Services $11k+	50%	$15,000	$ 12500	$
D	Demolition	$	50%	$15,000	$	$
E	New Construction	$	50%	$15,000	$	$

	TOTAL AMOUNT REQUESTED:			$
	TOTAL BUSINESS IMPROVEMENT GRANT APPROVED:			$ 20k+ mural (already been completed)
H	Please describe any planned "Non-Grant" Enhancements: mural already exists on side of building visible from main street.			
6	**ATTACHED ITEMS/EXHIBITS**			
	YES	**NO**	**Item**	**Notes**
A	✓		Request letter to the CEDC Board of Directors describing proposed project and need for grant funds	
B	✓		At least two photos of existing exterior or property	Will only accept pictures of property if new construction
C	✓		Legal description of subject property	
D	✓		Proof of Ownership if property owner	
E	✓		Establishment of business entity name	
F	✓		Project outline, illustrations, other supplemental information	
G	✓		Construction cost estimates from a contractor/vendor	Itemized work estimates which include details and information such as color samples of paint, fabric, sign material, etc.
H	✓		Applicant's W-9	
I	✓		Completed Economic Impact Analysis	Contact staff for this form
J		✓	Copy of signed lease agreement	If Business Owner is different from Property Owner
K	✓		Vicinity map of subject property	
7	**CONTRACTOR INFORMATION**			
A	**Company Name:** Kickin' Asphalt			
	Contract Person: Donald Butterworth		Title:	
	Address: San Antonio Texas / St Hedwig Texas 78152			
	Phone Number: 210-385-8103		Fax:	
	Email: contactus@kickinasphalttx.com		Website: www.kickinasphalttx.com	
8	**I have read and agree to the terms and conditions set in the Cibolo EDGE application. I understand that my project will be evaluated and recommendations made as to the scope of work to be included in the Cibolo EDGE Program. I understand that the submittal of this application in no way guarantees me a grant from the Cibolo Economic Development Corporation. I understand that additional information may be requested as needed. The Cibolo Economic Development Corporation reserves the right to reject any and all applications at its sole discretion.** **If the property is owned by a corporation, partnership, or joint venture, an individually legally authorized to represent the entity must sign below on behalf of the entity.** **Applications will be considered on a monthly basis and complete applications must be submitted to CEDC a minimum of thirty (30) calendar days prior to being presented at a CEDC Board Meeting.**			
	Business Owner		**Property Owner**	
	Company: Lis Mathis		Company: Absolute Asset Management	

Signature: *Lis Mathis*		Signature:
Print Name: Lis Mathis		Type of Print Name:
Title: Owner		Title:
Company Phone Number: 210-639-4935		Phone Number:
Company Email: properties@lazyjmcranch.com		Email:
Company Physical Address: 102 Rawe Ave, Cibolo, Tx 78108		Address:
Company Website: N/A		Date:
Date: 3/11/2026		

DO NOT
BLOCK
DRIVEWAY
ACCESS

END OF THE TRAIL
CIBOLO, TX

OLD
MAIN
STOP

GUADALUPE COUNTY TAX OFFICE

Property	Owner	Property Address	Tax Year	2025 Assessed Value
R33317	ABSOLUTE ASSET MANAGEMENT LLC 102 RAWE SERIES	102 RAWE AVE	2025	CERTIFIED $40,352

Property Page: Details

2025 GENERAL INFORMATION

Property Status	**Active**
Property Type	**Real**
Legal Description	**ABS: 216 SUR: A S LEWIS 0.1670 AC.**
Neighborhood	**-**
Account	**2G0216-0000-02200-0-00**
Map Number	**-**

2025 OWNER INFORMATION

Owner Name	**ABSOLUTE ASSET MANAGEMENT LLC 102 RAWE SERIES**
Owner ID	
Exemptions	
Percent Ownership	**100%**
Mailing Address	**C/O JAYME B MATHIS 1040 RANGER RDG NEW BRAUNFELS, TX 78132**
Agent	**-**

2025 VALUE INFORMATION

MARKET VALUE

Improvement Homesite Value	**$0**
Improvement Non-Homesite Value	**$16,511**
Total Improvement Market Value	**$16,511**
Land Homesite Value	**$0**
Land Non-Homesite Value	**$23,841**
Land Agricultural Market Value	**$0**
Total Land Market Value	**$23,841**
Total Market Value	**$40,352**

ASSESSED VALUE

Total Improvement Market Value	**$16,511**
Land Homesite Value	**$0**
Land Non-Homesite Value	**$23,841**
Agricultural Use	**$0**
Timber Use	**$0**
Total Appraised Value	**$40,352**
Homestead Cap Loss	**-$0**
Total Assessed Value	**$40,352**

2025 ENTITIES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CCI- City Of Cibolo		-	$40,352	0.5226	0
GGU- Guadalupe County		-	$40,352	0.2784	0
RLT- Lateral Roads		-	$40,352	0.052	0
SCS- Sch-cib-uc Isd		-	$40,352	1.0769	0
TOTALS				**1.9299**	

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	APPRAISED	HS CAP LOSS	ASSESSED
2024	$9,597	$24,136	$33,733	$0	$0	$33,733	$0	$33,733
2023	$3,028	$31,758	$34,786	$0	$0	$34,786	$0	$34,786
2022	$3,694	$17,146	$20,840	$0	$0	$20,840	$0	$20,840
2021	$3,694	$15,220	$18,914	$0	$0	$18,914	$0	$18,914
2020	$18	$15,220	$15,238	$0	$0	$15,238	$0	$15,238

DISCLAIMER

Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by County staff from a variety of sources, and is subject to change without notice. The Guadalupe County Tax Office makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The Guadalupe County Tax Office reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Guadalupe County Tax Office shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information implied.

Form 414
(Revised 09/13)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions

This space reserved for office use.

Restated Certificate of Formation With New Amendments

Entity Information

The name of the filing entity is:

ABSOLUTE ASSET MANAGEMENT LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- ☐ For-profit Corporation
- ☐ Nonprofit Corporation
- ☐ Cooperative Association
- ☑ Limited Liability Company
- ☐ Professional Corporation
- ☐ Professional Limited Liability Company
- ☐ Professional Association
- ☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 0803588579

The date of formation of the filing entity is: March 30, 2020

Statement of Approval

Each new amendment has been made in accordance with the provisions of the Texas Business Organizations Code. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the Code and by the governing documents of the entity.

Required Statements

The restated certificate of formation, which is attached to this form, accurately states the text of the certificate of formation being restated and each amendment to the certificate of formation being restated that is in effect, and as further amended by the restated certificate of formation. The attached restated certificate of formation does not contain any other change in the certificate of formation being restated except for the information permitted to be omitted by the provisions of the Texas Business Organizations Code applicable to the filing entity.

Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent in the restated certificate of formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: February 22, 2023

Absolute Asset Management, LLC
Name of entity (see Execution instructions)

Jayme B. Mathis
Signature of authorized individual (see instructions)

Jayme B. Mathis, Manager
Printed or typed name of authorized individual

Attach the text of the amended and restated certificate of formation to the completed statement form. Identify the attachment as "Restated Certificate of Formation of [Name of Entity]."

RESTATED CERTIFICATE OF FORMATION
OF
ABSOLUTE ASSET MANAGEMENT, LLC

The undersigned, as an authorized manager of ***ABSOLUTE ASSET MANAGEMENT, LLC*** (the "Company"), a Texas limited liability company, and pursuant to the Texas Business Organizations Code (the "TBOC"), does hereby submit for filing pursuant to the TBOC the following Restated Certificate of Formation.

ARTICLE ONE

The name of the Limited Liability Company is ***ABSOLUTE ASSET MANAGEMENT, LLC.***

ARTICLE TWO

The period of duration of the Company is perpetual.

ARTICLE THREE

The purpose for which the Company is organized is the transaction of any or all lawful business for which limited liability companies may be organized under the TBOC.

ARTICLE FOUR

The Company has the powers granted under the applicable provisions of the Texas Business Organizations Code.

ARTICLE FIVE

The contribution of a member may be in cash, property, services rendered, a promissory note, or other obligation to pay cash or transfer property to the Company. A member will receive one membership unit for each dollar value and a fraction of a membership unit for each fraction of a dollar value contributed by that member.

ARTICLE SIX

The mailing address of the Company is P.O. Box 967, Cibolo, Texas 78108.

ARTICLE SEVEN

On each matter that a member is entitled to vote, a member will have one vote per membership unit and a fraction of one vote per fraction of membership unit owned by the member.

ARTICLE EIGHT

The name of the registered agent of the Company in the State of Texas is JAYME B. MATHIS. The street address of the registered office of the Company is 1040 Ranger Ridge, New Braunfels, Texas 78132.

ARTICLE NINE

The Company will be managed by a Manager or Managers. The number of managers is two (2) on the date hereof but may be increased or decreased by the Members in accordance with the Company Agreement without amendment to this Certificate of Formation. The name and address of the persons who are to serve as Managers until successors are elected and qualified pursuant to the Company Agreement are:

JAYME B. MATHIS
1040 Ranger Ridge
New Braunfels, Texas 78132; and

ELIZABETH LK KELII-MATHIS
1040 Ranger Ridge
New Braunfels, Texas 78132.

ARTICLE TEN

The powers to alter, amend, or repeal the Company Agreement or adopt a new Company Agreement shall be vested in the Members.

ARTICLE ELEVEN

A. As permitted by law, no Manager of the Company will be liable to the Company or its Members for damages caused by that Manager's act or omission. This Article does not eliminate or limit the liability of a Manager for any of the following: (i) a breach of the Manager's duty of loyalty to the Company or its other Members; (ii) an act or omission that breaches the Manager's duty to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the Manager received an improper benefit whether or not the benefit resulted from an action taken within the scope of the Manager's office; or, (iv) an act or omission for which the liability of a Manager is expressly provided by an applicable statute.

B. Any repeal or amendment of this Article by the Members will not adversely affect the limitation of a Manager's liability existing at the time of the repeal or amendment. The Manager will not be liable to the extent permitted by Texas law limiting the liability of a Manager or of a director of a corporation. The foregoing limitation of a Manager's liability to the Company or its

other members will not be exclusive. The Manager will have any other rights or limitations of liability or indemnity to which a Manager may be entitled under any other provision in the following: (i) the Certificate of Formation; (ii) the Company Agreement; (iii) contract or agreement; (iv) vote of members or disinterested members of the Company; or, (v) otherwise.

ARTICLE TWELVE

A. If proper written consent is given, any action that may be taken at any meeting of members may be taken without a meeting, without prior notice, and without a vote. The written consents must set forth the action taken and be signed by holders of membership units having not less than the minimum number of votes necessary to take the action at a meeting at which the holders of all membership units entitled to vote on the action were present and voted. Any written consent must be dated, signed, and delivered in the manner required by the TBOC as amended and will be effective for the period specified. The taking of any action by written consent will be subject to satisfaction of all applicable requirements of the TBOC.

B. Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent will be given to those members who did not consent in writing to the action.

ARTICLE THIRTEEN

The Company's membership interest will be subject to transfer restrictions defined in the Company Agreement. The Company Agreement will be kept with the Company's records. The Company will provide a copy of the Company Agreement, without charge, to any record holder of a membership unit upon written request addressed to the Company at its principal business office or its registered agent's address.

ARTICLE FOURTEEN

A. Pursuant to the applicable provisions of the TBOC, including without limitation Sections 101.601 and 101.602 of the TBOC, the Company shall be authorized to establish or provide for the establishment in its Company Agreement one or more designated series of members, managers, membership interests, or assets that (1) has separate rights, powers, or duties with respect to specified property or obligations of the Company or profits and losses associated with specified property or obligations or (2) has a separate business purpose or investment objective.

B. Notice is hereby provided that the debts, liabilities, obligations, and expenses incurred, contracted for, or otherwise existing with respect to any such particular series shall be enforceable against the assets of that series only, and shall not be enforceable against the assets of the Company generally or any other series; and, none of the debts, liabilities, obligations, and

expenses incurred, contracted for, or otherwise existing with respect to the Company generally or any other series shall be enforceable against the assets of a particular series.

C. Consistent with the requirements of the TBOC, the Company shall maintain records for any particular series account established for the assets associated with that series separately from the other assets of the company or any other series. For any such series established by the Company, the Company Agreement shall contain a statement to the effect of the limitations provided in Section 101.601(a) of the TBOC.

ARTICLE FIFTEEN

This Restated Certificate of Formation may be amended or restated in any manner permitted by applicable law. All amendments and restatements must be approved by the affirmative vote of members owning a majority of the membership units. This Restated Certificate of Formation becomes effective when the document is filed by the secretary of state.

IN WITNESS WHEREOF, this document is signed subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument on Feb 22nd, 2023, by the undersigned.

AUTHORIZED MANAGER:

Jayme B Mathis

JAYME B. MATHIS

BET
HOME SERVICES

"Bonded & Fully Insured • Texas Contractor"
789 Builder Blvd • San Antonio, TX 78230 • (825) 661-
Phone: (210) 827-9069 • Email: bobbythacker367@gmail.com|.com

CONTRACTOR BID / ESTIMATE

Prepared For: Absolute Asset Management, LLC
Project Location: 102 Rawe Avenue, Cibolo, Texas 78108
Project: Parking Lot Wayfinding Signage & Traffic Flow Improvements

Item	Description	Amount
1	Concrete pole installation (5 poles) including excavation and concrete footings	$1,650
2	Fabrication and installation of entrance / exit wayfinding signage	$950
3	Fabrication and installation of 'No Semi Trucks / No Utility Trucks' signage	$575
4	Traffic flow layout and signage placement coordination	$350
5	Labor for installation, drilling, mounting and site work	$650
6	Materials, hardware, brackets and mounting components	$250
	Total Project Estimate	$4,425

Scope of Work:
Installation of parking lot wayfinding signage and pole placements designed to improve traffic flow, clearly designate entrances and exits, and restrict unauthorized large commercial vehicles from entering the property. Work will be coordinated with asphalt resurfacing activities to ensure proper placement of poles and signage.

Estimated Project Cost: $4,425

_____
Authorized Contractor Representative
BET Home Services

Kickin' Asphalt, LLC
PO Box 39
Stockdale, TX 78160
+12103858103
contactus@kickinasphalttx.com

ADDRESS
Lazy JMC Ranch
207 N Main St
Cibolo, Texas 78108

Estimate

DATE 03/11/2026

DATE	ACTIVITY	AMOUNT
03/11/2026	**Asphalt Custom** 1. Site Preparation • Grade the existing ground to establish proper elevation and drainage flow. • Set drainage to ensure water runoff away from the parking area. 2. Subgrade Preparation • Prepare and compact the existing subgrade to provide a stable foundation for the asphalt pavement. 3. Asphalt Installation • Furnish and install 2.5 inches of Type D Hot Mix Asphalt, compacted to 2 inches. • Asphalt will be properly rolled and compacted to achieve a smooth and durable surface. 4. Striping • Stripe the parking lot as needed for parking spaces and traffic flow. Upon completion of these steps, the project will result in a finished asphalt parking lot ready for use. Materials & Equipment Included • Grading equipment • Compaction equipment • Asphalt paving equipment • Hot mix asphalt materials • Striping materials Exclusions (unless otherwise noted) • Major excavation or import of base material • Concrete work • Additional drainage structures beyond grading	23,456.89

Thank you for your business! We accept cash, checks, and credit cards (paid thru Quickbooks online with a fee associated)

** Estimate must be signed and returned via email to Kickin' Asphalt, LLC before work will begin. By signing this estimate you agree to the terms listed below.

** Please note that payments are due: half down at start of job and FINAL PAYMENT DUE AT COMPLETION OF JOB - unless otherwise approved by Kickin' Asphalt, LLC

** If final payment is NOT received at completion of job there will be a 30% late fee added to the remaining balance.

** If Final payment is not received with in 10 days of completion of job, Kickin' Asphalt, LLC will - under Chapter 53 of the Texas Property Code - file a lien on the customer's property at which the work by Kickin' Asphalt, LLC was completed. Customers will be responsible for ALL legal fees incurred if a lien is placed on customer's property due to nonpayment.

** Please note that the email will also have warranty information documentation. Email delivery of this document acts as acknowledgement/agreement with Kickin' Asphalt's warranty agreement

TOTAL	**$23,456.89**

Accepted By

Accepted Date

Project Implementation Timeline

102 Rawe Avenue – Parking & Wayfinding Improvements | BIG Grant Submission

This document outlines the anticipated implementation timeline for exterior site improvements at **102 Rawe Avenue, Cibolo, Texas**, located within the **Old Town Cibolo Overlay District**. The project focuses on improving parking accessibility, site appearance, and visitor navigation through asphalt resurfacing, parking striping, wayfinding signage, and entry/exit pole installation.

Week	Project Phase	Contractor	Scope of Work
Week 1	Project Coordination	Kickin' Asphalt	Final site verification, scheduling coordination, and stag
Week 2	Surface Preparation	Kickin' Asphalt	Preparation and grading of existing parking surface for a
Week 3	Asphalt Installation	Kickin' Asphalt	Full asphalt resurfacing including leveling, paving, and c
Week 4	Striping & Marking	Kickin' Asphalt	Parking striping and traffic flow markings throughout the
Week 5	Signage & Pole Installation	BET Home Services	Installation of entry/exit poles and wayfinding signage.
Week 6	Final Inspection	Project Team	Final walkthrough and completion verification of improve

Project Impact: These improvements support downtown accessibility, improved traffic flow, and visitor parking capacity for the Old Town Cibolo district. The project is a private investment by the property owner and complements ongoing improvements made to nearby properties including 1908 House of Wine & Ale and Kindling Texas Kitchen, reinforcing continued investment in the economic vitality and visitor experience of downtown Cibolo.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

lis mathis

2 Business name/disregarded entity name, if different from above.

Absolute Asset Management

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

102 Rawe Ave, Cibolo, Tx 78108

Requester's name and address (optional)

6 City, state, and ZIP code

CIBOLO TX 78108

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

4	6	1	–	3	9	–	4	9	2	6

or

Employer identification number

2	0	–	7	3	8	9	8	3	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ELIZABETH KELII-MATHIS Date 03/11/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

cibolo tx
ECONOMIC DEVELOPMENT CORP

FACT SHEET

102 RAWE AVENUE

BUSINESS RETENTION & EXPANSION
Project Type

TOURISM & HOSPITALITY
Industry

PROJECT INFO

NAICS	531120 Lessors of Nonresidential Buildings (except Miniwarehouses)
SPACE	No new space
FACILITY	
BREAK GROUND	
BEGIN OPERATIONS	

EMPLOYMENT

0
New Jobs

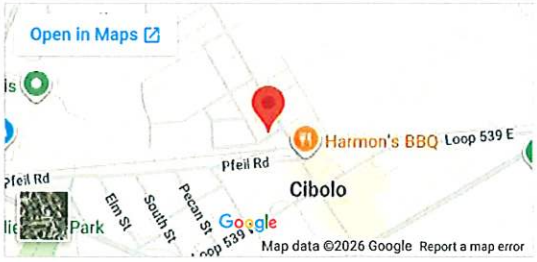
CAPITAL INVESTMENT

$32,000
$32,000 Buildings & Improvements
$0 Furniture, Fixtures, & Equipment

PAYROLL

$0
Avg Annual Salary

$0
Annual Payroll



ADDRESS
102 Rawe Ave, Cibolo, TX 78108, USA

COMPANY INFO

Company Name	Confidential
Year Established	
State of Formation	
Business Structure	
Ownership	

CURRENT OPERATIONS

NAICS	531120
Space	800 SF
Facility	
Market Value of Property	$250,000

IMPACT DASHBOARD

172487
67072
66950
(1 of 4)
Parcels: ABSOLUTE ASSET MANAGEMENT LLC 102 RAWE SERIES
View More Property Information
Click Here for GIS Shapefile Data
Property Information
Property ID: 66950
Legal Acreage: 0.17
GEO ID: 2G0216-0000-02200-0-00
Legal Description: ABS: 216 SUR: A S LEWIS 0.1670 AC.
Tract or Lot:
Abstract Subdivision Code: G_A0216
Block:
Neighborhood Code: MAINST1
Zoom to

City of Cibolo

Economic Development Corporation Staff Report

I. Discussion/Action to fund lighting improvements for Old Town/Downtown Cibolo

Meeting	Agenda Group
Thursday, March 19, 2026, 6:30 PM	Discussion/Action Item: 8I.

From
Clancy Hardin, Economic Development Manager

BACKGROUND:

During the February 19, 2026 meeting staff brought an item related to funding Old Town Lighting improvements. The lighting item was tabled until the March meeting to allow for staff to bring the quote back after the delay of not having it for the meeting.

EDC, Planning and Public Works staff are working closely together to improve the safety in Downtown. Below is a list of what has been completed to improve the safety and environment in Old Town. This initiatives have been funded by the CEDC Board of Directors.

- Old Town Study
- Downtown Banner Updates
- Beacon crossing on Main Street near Old Main
- BIG Grant- Rooted Fork

Staff received the quote back from 2m Lighting Controls. For the Signma-PLE Transitional LED Lantern. The technical specs are below of what is best for our district to provide enhanced safety.

There is an average of 1.4 footcandles, which is in range of the 0.5-2+ fc typically recommended for downtown roadways.
Equipped with a type 3-wide optical distribution so that light is punched out along the roadway with a little light shining back on the sidewalk. We wanted to make sure that not too much light was shining backwards toward the housing.
Quoting 21 fixtures at the highest output (to reach the recommended levels) and 3000K for the color temp (to give a warm, downtown feel). It also has a photocontrol so that these will automatically cut on at dusk and off at dawn.

Staff has received feedback from Council member Donetta Roberts, business owners Cassandra Kearns (Rooted Fork), Tony Catalano (Catalano's) related to safety and lighting in the Old Town core (Schlather St to Hwy 78).

STAFF RECOMMENDATION:

Staff recommends approval of this expenditure for safety improvements in Old Town.

FINANCIAL IMPACT:

21 toppers- $37,327.50 (one time cost) or about $1,777.50 each, The attached quote is strictly for the materials and does not include installation, staff has reached out to public works to inquire if their staff can install the toppers. These fixtures have very low maintenance, there will be no bulbs just drivers or LED boards that typically have a lifespan of 5-10 years.

MOTION(S):

I motion to approve staff to approve moving forward with the Old Town lighting project as presented in the not to exceed amount of $40,000 provided quotes and invoices are verified and to work with public works if possible to schedule installation.

Attachments

2M2641698_FSGSA6212526291757721385.pdf
CiboloMainSt_260225_usaltg (1).pdf
Lighting.pdf

Date: Feb 26, 2026 Quote: 2M26-41698-1

Quote

2M Lighting + Controls
204 E Rhapsody Dr, San Antonio, TX
San Antonio TX 78216
Phone: (210) 599-4040

From: Spencer Canarina
Quoter Ph:
Email: Spencer@2meli.com

Project **Cibolo Main St. Post Tops**
Location Cibolo TX
Quote 2M26-41698-1

To:

FSG LIGHTING
3003 NE LOOP 410 STE. 130
SAN ANTONIO TX 78218
Phone: (210) 657-5025

For
Bid Date Feb 26, 2026
Expires Mar 28, 2026

QTY	Type	MFG	Part
21		USAL/SVL	SIG23/PLED-III-W/48LED-875MA/30K/120/PT23/RAL-9005-T/PC120

Total: **$37,327.50**

Terms and conditions of sale:

** ALL QUOTES ARE SUBJECT TO FINAL APPROVAL UNLESS OTHERWISE NOTED ABOVE, OR 2M IS SPECIFIED ON THE FIXTURE SCHEDULE. PRICE IS SUBJECT TO CHANGE PENDING APPROVAL FOR LINES 2M IS NOT SPECIFIED ON **

SPARES ARE NOT INCLUDED ON THIS QUOTE UNLESS LISTED ON THE CONTRACTOR'S BILL OF MATERIAL (BOM) AND NOTED ON THE QUOTE ABOVE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE REQUIRED INFORMATION IN ORDER TO PROPERLY QUOTE THE SPARES NEEDED. (THIS MUST BE INCLUDED ON THE CONTRACTOR'S BILL OF MATERIAL (BOM) OR WILL NOT BE INCLUDED IN THE QUOTE ABOVE.) ONE LOT OF SPARES WILL NOT BE ACCEPTABLE.

**IF SPARES ARE NEEDED AND ARE NOT LISTED ABOVE, ADD 5% TO THE TOTAL QUOTED PRICE **

**This quotation is valid for 30 days. After that period, 2M Lighting reserves the right to requote the above project due to possible price changes for provided manufacturers' products. 2M Lighting also reserves the right to void this quotation at any time.

TAXES ARE NOT INCLUDED

**2M Lighting, Inc. takes no responsibility in reviewing and/or correcting the contractor's Bill of Material (BOM). It is the responsibility of the contractor to provide dimensions for all linear fixture runs and patterns; any change made to these dimensions or quantities after the initial bid is subject to a price increase/decrease.

**A Purchase order or "Hold for Release PO" is required for all factory drawings; Lead times for drawings will vary, depending on workload and/or size of the job. Therefore, it is the contractor and/or electrical distributor's responsibility to provide sufficient time for the factory to create and issue these drawings; Expediting fees may apply.

**Distributor rebate incentives are not included in this quotation.

**Distributor storage and handling fees are not included in this quotation.

**Mark-up for Minority Contractor projects is not included in this quotation unless noted on the above quote.

2M Lighting + Controls
204 E Rhapsody Dr, San Antonio, TX
San Antonio TX 78216
Phone: (210) 599-4040

From: Spencer Canarina
Quoter Ph:
Email: Spencer@2meli.com

Project **Cibolo Main St. Post Tops**
Location Cibolo TX
Quote 2M26-41698-1

**Allowances are not provided in the quote above unless noted. It is the responsibility of the contractor to carry any required allowances.

**Any modification or change required to the above quoted project will be subject to a requotation. This quotation is only valid for the quantities listed on the above project. Any deviation from or modification of the above quoted quantities will require a requote.

**Any requotation of a project voids all previous quotes provided by 2M Lighting for said project.

**2M Lighting is not responsible for any errors in counts or Bills of Material provided to us for projects.
All quotations by 2M Lighting not using specified or approved equal products are to be considered subject to approval by the purchasing party.

**All quotes are "plus freight" unless otherwise specified.

**All fixtures are quoted with standard finishes unless noted. Any fixture finishes unspecified at the time of quotation will be considered standard and quoted as such. If a custom color is later desired, additional charges may apply and will require a requote.

**All fixtures are quoted with standard mounting hardware unless noted. Any fixture with an unspecified mounting style at the time of quotation will be considered standard and quoted as such. If a mounting style requiring additional hardware is later desired, additional charges may apply and will require a requote.

**All quotations by 2M Lighting are subject to the quoted manufacturers' published terms and conditions.

**Any estimated delivery dates or lead times provided are for guidance purposes only and are subject to change.

**All orders from this quotation are binding and non-refundable. Any cancellation or modification to an order will be at the sole discretion of 2M Lighting and may be subject to a restocking fee.

**All quoted items are not considered Buy American, Buy America, or ARRA compliant unless otherwise specified.

LIGHTING CONTROLS TERMS:

**Startup included in any quotations, whether by factory or by 2M, is quoted as ONE trip to the job site for any applicable programming, startup and/or training unless otherwise noted on the bill of materials.

**Startup should be requested at least three weeks in advance to allow for scheduling and project review by factory or 2M. 2M and partner manufacturers will strive to perform startups as quickly as possible but startup requests that are less than three weeks out may be pushed out to later dates depending on availability.

**System commissioning required by IECC is not included in this quote and is assumed to be provided by the architect, engineer or an authorized certified commissioning agent.

**Custom engraving of wall stations/switches/other devices is not included in this quote unless explicitly noted in a

2M Lighting + Controls
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San Antonio TX 78216
Phone: (210) 599-4040

From: Spencer Canarina
Quoter Ph:
Email: Spencer@2meli.com

Project **Cibolo Main St. Post Tops**
Location Cibolo TX
Quote 2M26-41698-1

line item on the bill of materials. Custom engraving could result in additional costs and lead times if needed. If custom engraving is required, please contact 2M Lighting to obtain the necessary custom engraving paperwork
Ste

TYPE L: 20'0" POLE HEIGHT

Luminaire Schedule								
Scenario: L3								
Symbol	Qty	Label	Arrangement	Manufacturer	Description	Luminaire Lumens	Luminaire Watts	LLF
	8	L3W	Single	SUN VALLEY LIGHTING	SIG23-PLED-III-W-48LED-875mA-40K	11935	132	0.920

Calculation Summary							
Scenario: L3							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Site	Illuminance	Fc	1.4	3.0	0.3	4.7	10.0

NOTES:
See schedule for luminaire specifications.
Luminaire Symbols are not to scale.
Varying the position, mounting height,
or orientation from what is specified in this
drawing will invalidate the calculation performed.

DRAWN BY: L.C.P.
AGENCY: 2M Lighting + Controls
Date:2/25/2026
SCALE: 1" = 300'

Point-By-Point Illuminance Calculation
(At Grade)

Cibolo - Main St

AREA & ROADWAY LIGHTING

PROJECT NAME:

PROJECT TYPE:

SIGMA® - PLED

TRANSITIONAL LED LANTERN

Luminaire
Cast Aluminum Struts and Housing are heavy wall, low copper aluminum alloy (A356 alloy, <0.2% copper). Traditional styling of the housing provided with hinged top for easy access.

PLED™ Optics
Emitters (LED's) are arrayed on a metal core PCB panel with each emitter located on a copper thermal transfer pad and enclosed by an LED refractor. LED optics completely seal each individual emitter to meet an IP66 rating. In asymmetric distributions, a micro-reflector inside the refractor re-directs the house side emitter output towards the street side, maximizing usable light. Optional house side shields are available that cover each individual optic. Refractors are injection molded H12 acrylic. Each LED refractor is sealed to the PCB over an emitter and all refractors are retained by an aluminum frame. Any one Panel, or group of Panels in a luminaire, have the same optical pattern. LED refractors produce standard site/area distributions. Panels are field replaceable and field rotatable in 90° increments. Quick-disconnects are provided above each panel for fast field replacement. All fixture optical options will provide a "U0" no uplight optical package and is are dark sky friendly.

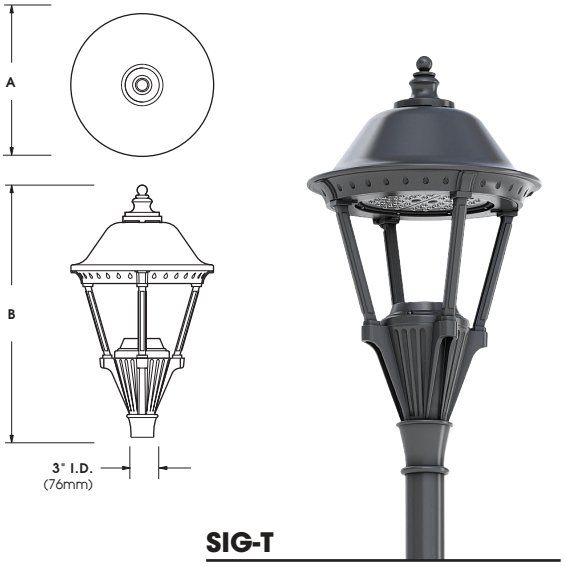
Ambience Low Luminance Lens
Optional Ambience Lens (AL) provides low luminance reduced glare distributions. Lens diffuses the PLED Optics and provides a more uniform luminance across the aperture reducing glare at all angles. Lens is provided with an aluminum frame and is sealed to the housing with high temp gasketing.

LED Emitters
High Power White LED's are driven between 350mA and 875mA for a maximum output of 2.5 Watts nominal. LED's are available in standard Neutral White (4000K), Cool White (5000K), or Warm White (2700K & 3000K). All Standard LED's have a minimum of 70 CRI. Consult Factory for other LED options. Lumen Maintenance of L94 at 60,000 hours (TM-21 calculated at 6x Test Time).

True Amber LED's TRA-True Amber LED's emit light in the amber spectral bandwidth centered on 585-590nm. True Amber has negligible blue light and is suitable for wildlife.

LED Driver
Constant current electronic with a power factor of >.90 and a minimum operating temperature of -40°F/-40°C. Driver(s) is/are UL and cUL recognized. In-line terminal blocks facilitate wiring between the driver and optical arrays. Drivers accept an input of 120-277V, 50/60Hz or 347V-480V, 50,60Hz. (0 - 10V dimmable driver is standard. Driver has a minimum of 3KV internal surge protection. Luminaire supplied with 20KV surge protector for field installation.)

Finish
Polyester powder coat incorporates four step iron phosphate process to pretreat metal surface for maximum adhesion. Top coat is baked at 400°F for maximum hardness and exterior durability.



SIG-T

(SIG23 shown)

Fitter supplied to fit over 2 7/8" X 3" (73mm X 76mm) tennon.

Fixture	A	B
SIG23-T	23.5" 597mm	41.75" 1060mm
SIG18-T	18.5" 470mm	32" 813mm

SIG-P

(SIG23 Pendant Mount shown)

Fixture	A	B
SIG23-P	23.5" 597mm	35.5" 911mm
SIG18-P	18.5" 470mm	27.5" 696mm

U.L. Listed for Wet Location

2023101

U.S. Pole Company Inc
An Employee Owned Company
660 West Avenue O, Palmdale, CA 93551
Phone (661) 233-2000 www.usaltg.com

MADE IN THE USA

SUN VALLEY LIGHTING

SIG SERIES - PLED

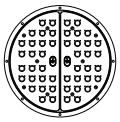
PRODUCT CONFIGURATIONS

EPA & WEIGHT

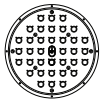
No Lens		w/ Ambience Low Luminance Lens	
SIG23-P Max Weight = 56 lbs Max EPA = 1.74 48 LED Max	**SIG23T** Max Weight = 57 lbs Max EPA = 1.83 48 LED Max	**SIG23-P-AL** Max Weight = 56 lbs Max EPA = 1.74 48 LED Max	**SIG23-T-AL** Max Weight = 57 lbs Max EPA = 1.83 48 LED Max
SIG18-P Max Weight = 28 lbs Max EPA = 1.08 36 LED Max	**SIG18-P** Max Weight = 28.5 lbs Max EPA = 1.14 36 LED Max	**SIG18-P-AL** Max Weight = 28 lbs Max EPA = 1.08 36 LED Max	**SIG18-P-AL** Max Weight = 28.5 lbs Max EPA = 1.14 36 LED Max

SIG SERIES - PLED

PLED™ MODULES



48 LED Module



36 LED Module

20 LED Module

ORDERING INFORMATION

Spec/Order Example: SIG18-P/PLED-III/20LED-525mA/40K/240/PM-WM/RAL-6005-S/NL

Luminaire	Optics	LED Mode	Voltage	Mounting	Finish	Options

Luminaire

Tenon Mount:
- ☐ **SIG23-T**
- ☐ **SIG18-T**

Pendant Mount:
- ☐ **SIG23-P**
- ☐ **SIG18-P**

Optics

PLED™ Distribution Type

For NL Options:
- ☐ **PLED-II**
- ☐ **PLED-II-FR**
- ☐ **PLED-III**
- ☐ **PLED-III-W**
- ☐ **PLED-IV**
- ☐ **PLED-IV-FT**
- ☐ **PLED-V-SQ-N**
- ☐ **PLED-V-SQ-M**
- ☐ **PLED-V-SQ-W**

Ambience™ Lens Option[3]:
- ☐ **AL-ASY**
- ☐ **AL-ASY-HS**
- ☐ **AL-SYM**

LED

# of LEDs	Drive Current	Color Temp - CCT
☐ **48LED**[1]	☐ **875mA**	☐ **27K** (2700K)
☐ **36LED**	☐ **700mA**	☐ **30K** (3000K)
☐ **20LED**	☐ **525mA**	☐ **40K** (4000K)
	☐ **350mA**	☐ **50K** (5000K)
	☐ **175mA**	☐ **TRA** True Amber[2]

NOTES:
1 - 48LED available in SIG23 only
2 - TRA available in 350mA & 525mA Drive Currents only
3 - Ambience Lens available in SIG23 (48LED) and SIG18 (36LED) only

Consult factory for other CCT, CRI, & Drive Current options

Voltage
- ☐ **120**
- ☐ **208**
- ☐ **240**
- ☐ **277**
- ☐ **347**
- ☐ **480**

Mounting

Post Top
- ☐ **PT23** (To fit 2 3/8" O.D.)
- ☐ **PT27** (To fit 2 7/8" O.D.)

Pendant Mount
- ☐ **PM**

Arm Mount
- ☐ **1**
- ☐ **2-180**
- ☐ **2-90**
- ☐ **3-90**
- ☐ **3-120**
- ☐ **4-90**

Wall Mount
- ☐ **WM**

Finish

Standard Textured Finish
- ☐ Black **RAL-9005-T**
- ☐ White **RAL-9003-T**
- ☐ Grey **RAL-7004-T**
- ☐ Dark Bronze **RAL-8019-T**
- ☐ Green **RAL-6005-T**

Premium Finishes
- ☐ Rust
- ☐ Patina Copper **PC**

For smooth finish replace suffix "T" with suffix "S" (Example: RAL-9500-S)

Consult factor for custom colors

Options
- ☐ Catenary Mount (Cable Box/Clamp Bracket) **CCB**
- ☐ Stem Mount + Length(in) (48" Max) **SM+L**
- ☐ Chain Mount + Length(in) (48" Max) **CM+L**
- ☐ Internal House Side Shield incl. LED Count (Example: HS-PLED/48) **HS-PLED**
- ☐ Twist Lock Receptable Only **TPR**
- ☐ 7-Pin Twist Lock Receptable Only **TPR7**
- ☐ High-Low Dimming for Switch by Others/Select Levels 50/100 or 25/100 (Example: HLSW/25) **HLSW**
- ☐ Twist Lock Photocell + Voltage (Example: TPC347V) **TPC+V**
- ☐ Photocell + Voltage (Example: PC120V) **PC+V**
- ☐ Single Fuse (Example: DF277V) **SF+V**
- ☐ Double Fuse (Example: DF240V) **DF+V**
- ☐ Blue-Tooth Programmable Photo/Motion Sensor (Factory - Motion 50/100; Photo 75fc) **MS-F311**

SIG SERIES - PLED

SAMPLE ASSEMBLIES

A. 54-CBC-1060-12'/PT/SIG18/LED/ACCESSORIES/FINISH

B. 17M-1046T-14'/XAX-2-180/SIG23/LED/ACCESSORIES/FINISH

C. 40SB-1050-17'/PT/SIG23/LED/ACCESSORIES/FINISH

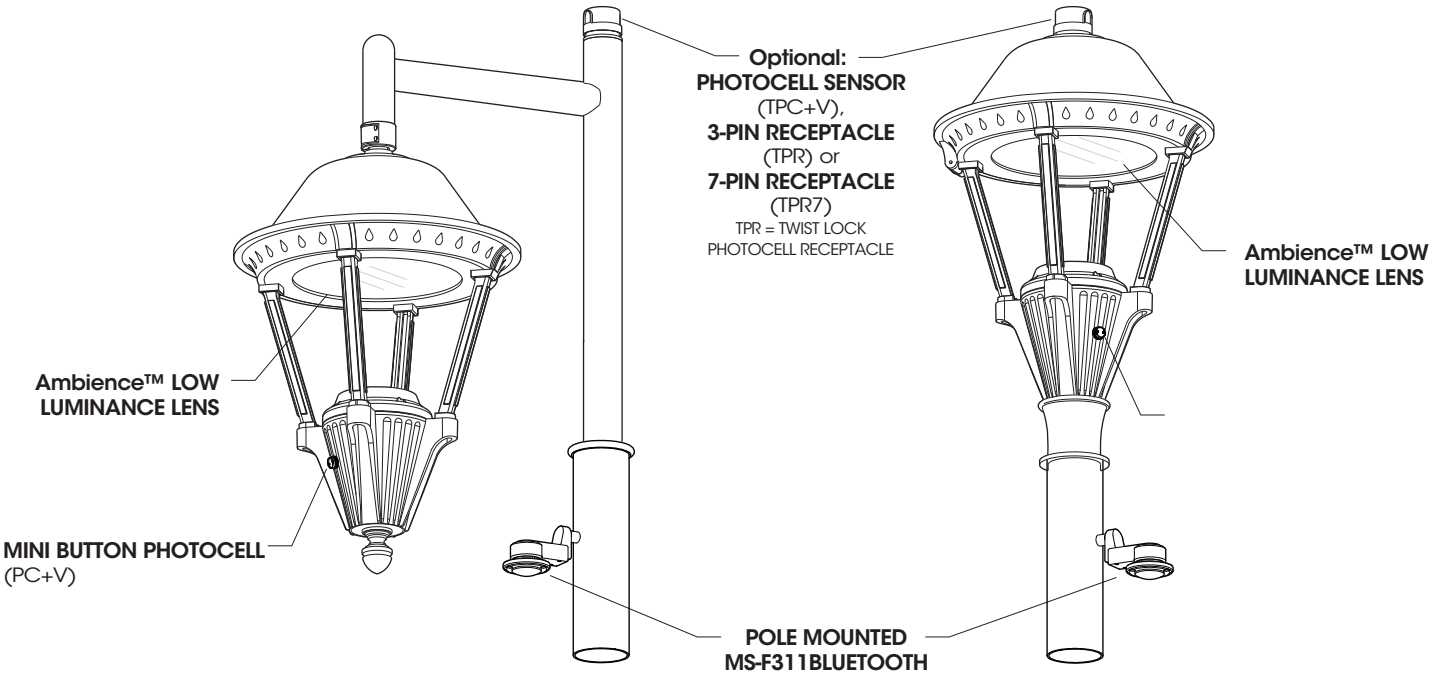
D. 51-1040-12'/XAE-1/SIG18/LED/ACCESSORIES/FINISH

E. WM-XBY-PM/SIG18/LED/ACCESSORIES/FINISH

Sample Assemblies show a small offering of the Sun Valley Line of Poles, Bases, Shafts, Arms, & Luminaires. Please visit usaltg.com for the full product offering.

SIG SERIES - PLED

OPTIONS



Factory Settings:
No Motion - 50%
Motion - 100%
Delay - 15 min.
Photocell - 75fc

Sensors can be Field Programmed With Bluetooth App

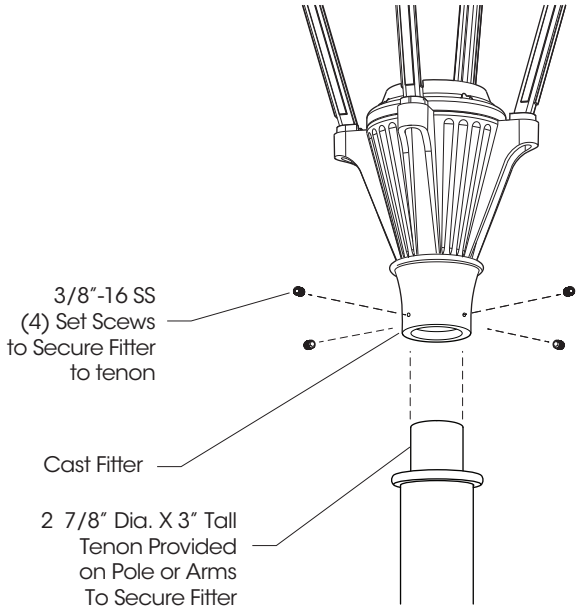
Coupling Provided on Pole to Secure Motion Sensor.

High Low Dimming For Switches (HLSW)
The HLSW is a Small Electronic Switch which Provides High Low Dimming Control Through the LED Driver's 0-10V Control. Switching is Done by Adding a Seconday AC Switched Hot Trigger Line to the HLSW in Addition to the Normal AC Power Line. When the Secondary Trigger Line is Powered, the Fixture will go to 100% Dimming. With no Power to the Trigger, the Fixture will operate at 50% or 25% Dimming. Switches for the Trigger Line can be a Normal AC Switch/Breaker or Timed Switch/Breaker.

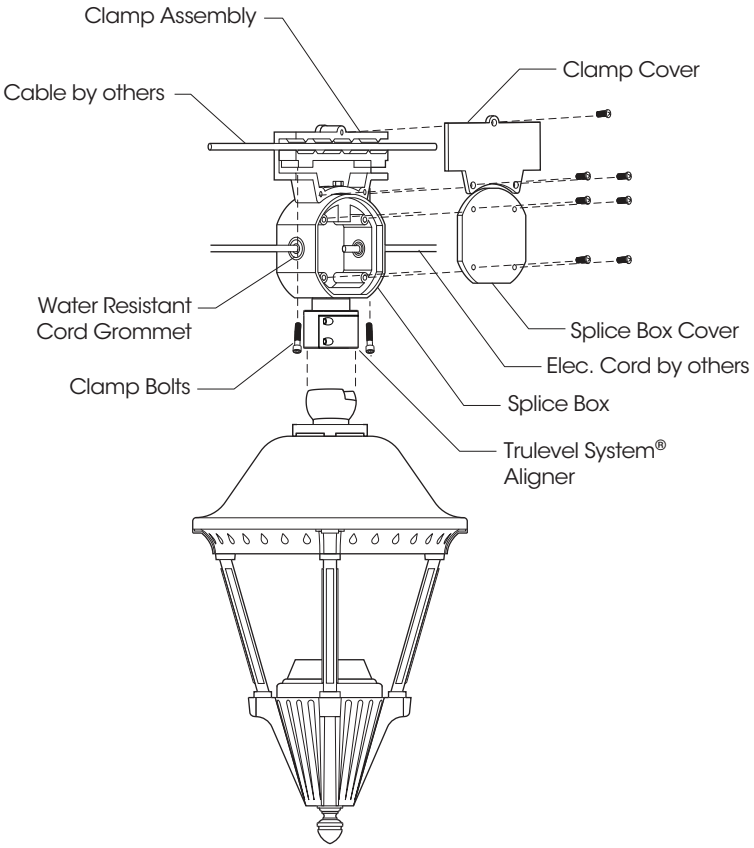
Wireless and Other Fixture Controls
Contact Factory for Wireless and Other Fixture Controls and Recomendations. Most Controls Can be Integrated and Factory Installed.

SIG SERIES - PLED

INSTALLATION DETAIL

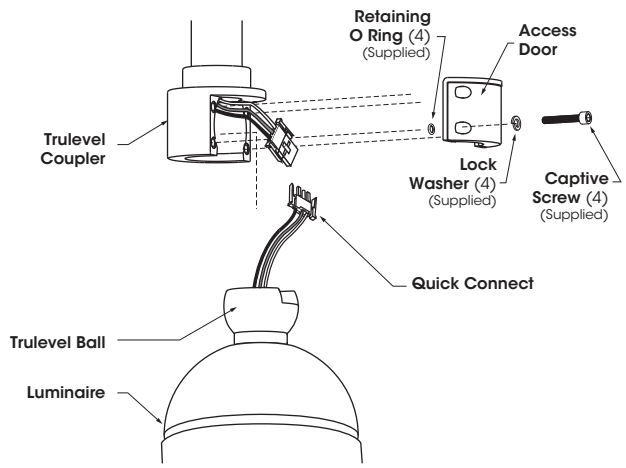


SIG Post Top Installation

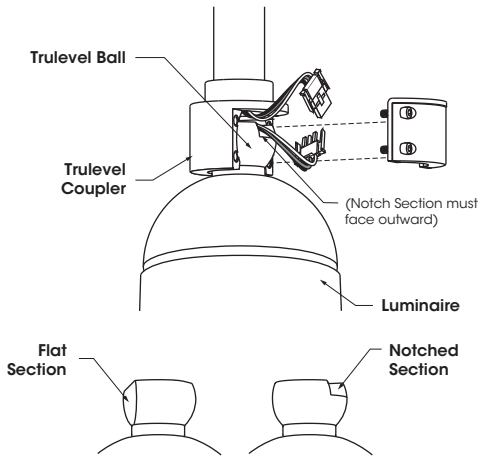


SIG Catenary Installation

Trulevel System® Assembly



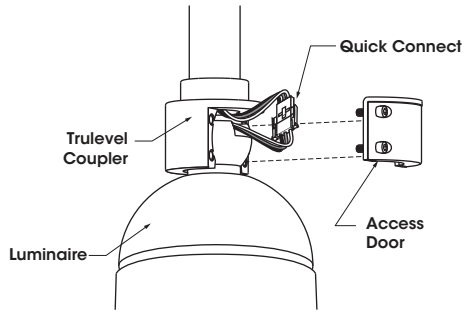
1. Loosen (4) Captive Screws and remove Access Door from Trulevel Coupler, pull out Quick Connect from Trulevel Coupler and Trulevel Ball.



2. Place Trulevel Ball inside of Trulevel Coupler as illustrated.

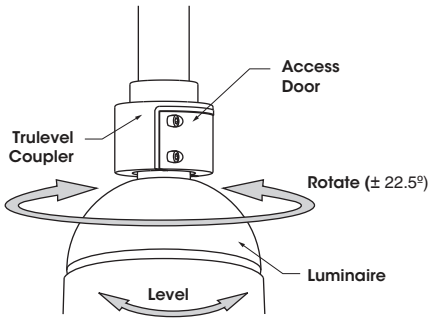
   A - Notched Section of Trulevel Ball must face outward as illustrated.

   B - Flat Section of Trulevel Ball must face inward.



3. Connect Quick Connect components, push components inside of Trulevel Coupler cavity, replace Access Door and loosely secure, do not tighten.

   Fixture will suspend without Access Door during installation.



4. Rotate (left to right ± 22.5°) and level Luminaire to desired position. Tighten Access Door.

   (Tighten each bolt to recommended torque: **10 ft-lb, foot-pound**)

   Trulevel Pendant Mount is intended to allow for fixture leveling, but is not intended to be "free-swinging" upon proper installation.

SIG SERIES - LED

ELECTRICAL DATA GUIDE - AMPERAGE CHART

LED System			CURRENT (A)				
# of LEDs	mA	System Watts	120V	208V	277V	347V	480V
20	175	11.0	0.09	0.05	0.04	0.03	0.02
20	350	22.0	0.18	0.11	0.08	0.06	0.05
20	525	33.0	0.28	0.16	0.12	0.10	0.07
20	700	44.0	0.37	0.21	0.16	0.13	0.09
20	875	55.0	0.46	0.26	0.20	0.16	0.11
36	175	19.8	0.17	0.10	0.07	0.06	0.04
36	350	39.6	0.33	0.19	0.14	0.11	0.08
36	525	59.4	0.50	0.29	0.21	0.17	0.12
36	700	79.2	0.66	0.38	0.29	0.23	0.17
36	875	99.0	0.83	0.48	0.36	0.29	0.21
48	175	26.4	0.22	0.13	0.10	0.08	0.06
48	350	52.8	0.44	0.25	0.19	0.15	0.11
48	525	79.2	0.66	0.38	0.29	0.23	0.17
48	700	105.6	0.88	0.51	0.38	0.30	0.22
48	875	132.0	1.10	0.63	0.48	0.38	0.28

PHOTOMETRIC DATA GUIDE - LM-80 LUMEN MAINTENANCE

LED Life / Operating Hours	Lumen Depreciation	Lumen Depreciation Scale Factor
60,000 (10x Test Time Calculated)	L94	0.94x
100,000 (Theoretical Calculated)	L92	0.92x
150,000 (Theoretical Calcualted)	L89	0.89x

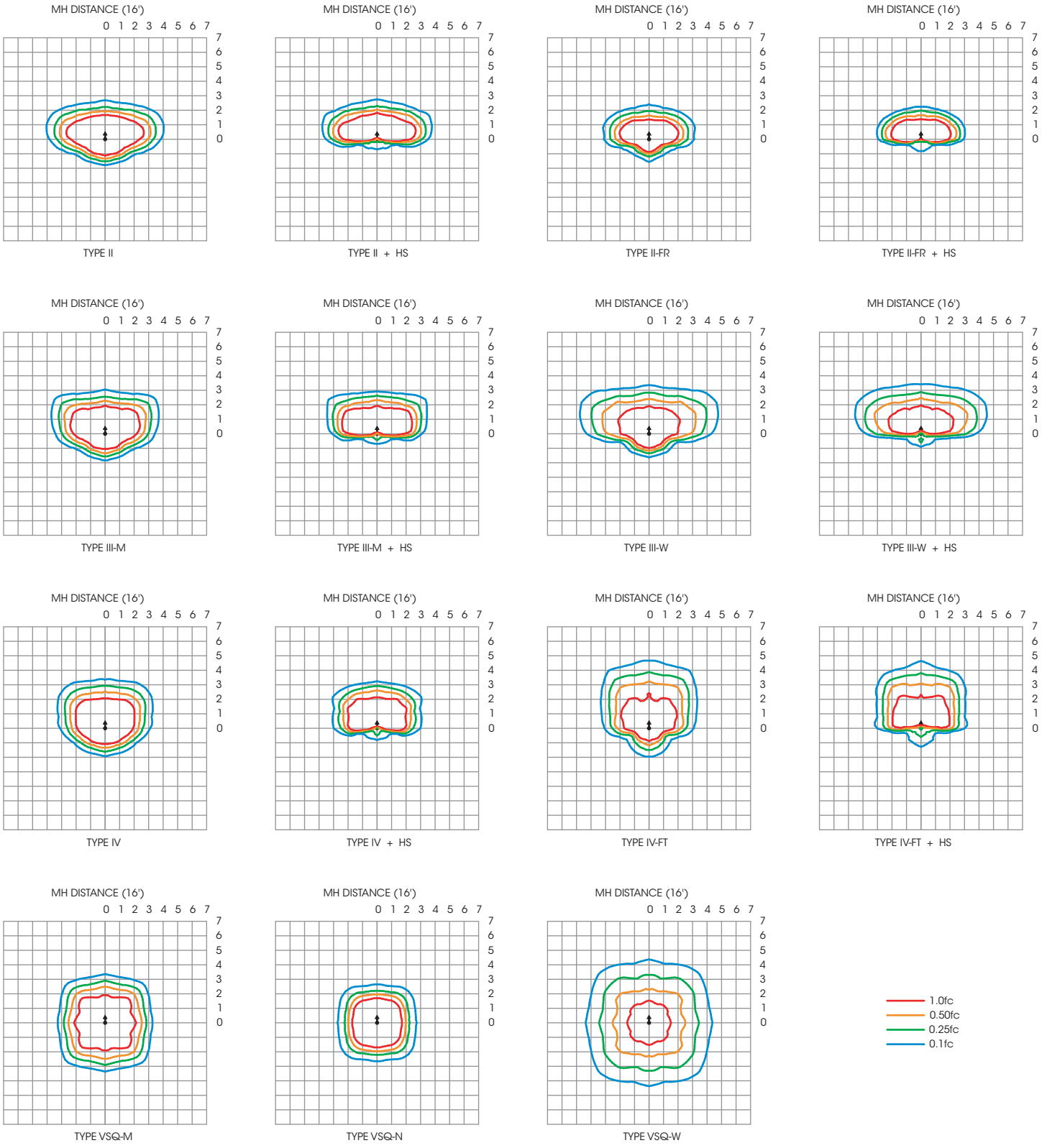
Lumen Depreciation Calculations Done in Accordance With IESNA TM-21 & LM-80 (25°C Ambient)

TM-21 6x Test Time Dicatates that L94 > 60,000 Hours.

SIG SERIES - LED

PHOTOMETRIC DATA GUIDE - ISOFOOTCANDLE TEMPLATES

SIG18-PLED-36LED-700mA-40K - 16' Height (14' Pole)

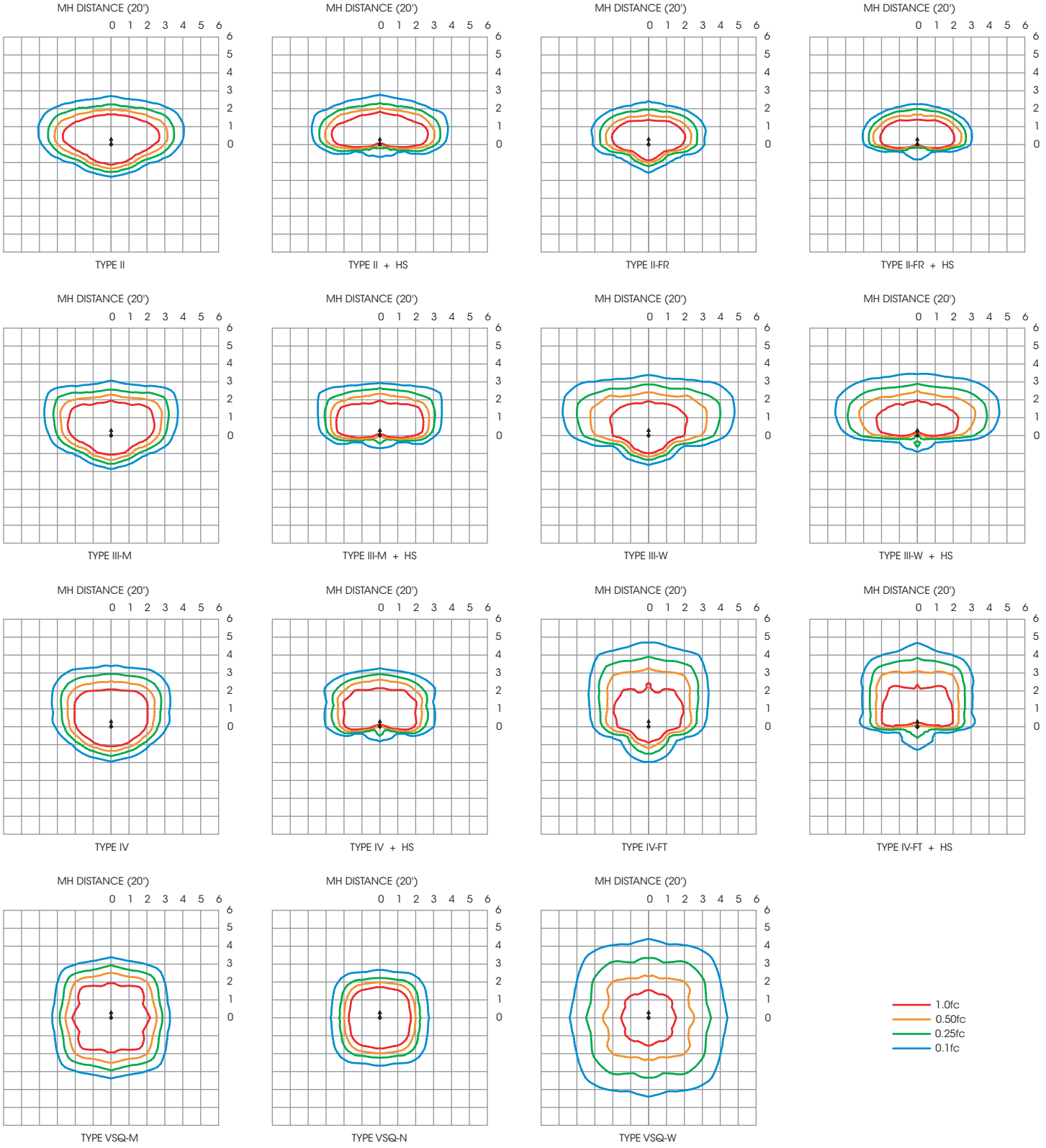


IES File downloads for this product can be found at www.usaltg.com/downloads/asr.html

SIG SERIES - LED

PHOTOMETRIC DATA GUIDE - ISOFOOTCANDLE TEMPLATES

SIG23-PLED-48LED-875mA-40K - 20' Height (18' Pole)



IES File downloads for this product can be found at www.usaltg.com/downloads/asr.html

SIG SERIES - LED

PHOTOMETRIC DATA GUIDE - LUMEN TABLES (SIG18-PLED)

SIG18-PLED

LED Count	Drive Current (mA)	System Watts	Dist'n Type	27K (2700K - 70CRI)			30K (3000K - 70CRI)			40K (4000K - 70CRI)			50K (5000K - 70CRI)			System Watts	TRA (590nm)		
				LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING		LUMENS	LPW	BUG RATING
20	175	11.0	II	1189	108	B1-U0-G0	1284	117	B1-U0-G0	1351	123	B1-U0-G0	1419	129	B1-U0-G1	9.0	441	49	B0-U0-G0
			II-FR	1148	104	B0-U0-G0	1239	113	B0-U0-G0	1305	119	B0-U0-G0	1370	125	B0-U0-G0		425	47	B0-U0-G0
			III-M	1216	111	B0-U0-G0	1313	119	B1-U0-G0	1382	126	B1-U0-G0	1451	132	B1-U0-G1		451	50	B0-U0-G0
			III-W	1125	102	B0-U0-G1	1214	110	B0-U0-G1	1278	116	B0-U0-G1	1342	122	B0-U0-G1		417	46	B0-U0-G0
			IV	1224	111	B0-U0-G0	1321	120	B1-U0-G0	1391	126	B1-U0-G1	1460	133	B1-U0-G1		453	50	B0-U0-G0
			IV-FT	1089	99	B0-U0-G1	1176	107	B0-U0-G1	1238	113	B0-U0-G1	1299	118	B0-U0-G1		404	45	B0-U0-G1
			VSQ-N	1261	115	B1-U0-G0	1361	124	B1-U0-G0	1433	130	B1-U0-G0	1504	137	B1-U0-G0		467	52	B0-U0-G0
			VSQ-M	1273	116	B1-U0-G0	1374	125	B1-U0-G0	1447	132	B1-U0-G0	1519	138	B1-U0-G0		472	52	B1-U0-G0
			VSQ-W	1234	112	B1-U0-G1	1332	121	B1-U0-G1	1402	127	B1-U0-G1	1472	134	B1-U0-G1		457	51	B1-U0-G0
			II-HS	893	81	B0-U0-G0	964	88	B0-U0-G0	1014	92	B0-U0-G0	1065	97	B0-U0-G0		331	37	B0-U0-G0
			II-FR-HS	884	80	B0-U0-G0	954	87	B0-U0-G0	1004	91	B0-U0-G0	1053	96	B0-U0-G0		328	36	B0-U0-G0
			III-M-HS	911	83	B0-U0-G0	983	89	B0-U0-G0	1034	94	B0-U0-G0	1086	99	B0-U0-G0		338	38	B0-U0-G0
			III-W-HS	890	81	B0-U0-G1	960	87	B0-U0-G1	1011	92	B0-U0-G1	1061	96	B0-U0-G1		330	37	B0-U0-G0
			IV-HS	946	86	B0-U0-G0	1021	93	B0-U0-G0	1075	98	B0-U0-G0	1129	103	B0-U0-G0		351	39	B0-U0-G0
			IV-FT-HS	889	81	B0-U0-G1	959	87	B0-U0-G1	1010	92	B0-U0-G1	1061	96	B0-U0-G1		329	37	B0-U0-G0
20	350	22.0	II	2162	98	B1-U0-G1	2334	106	B1-U0-G1	2457	112	B1-U0-G1	2579	117	B1-U0-G1	17.1	801	47	B0-U0-G0
			II-FR	2088	95	B1-U0-G0	2253	102	B1-U0-G0	2372	108	B1-U0-G1	2491	113	B1-U0-G1		773	45	B0-U0-G0
			III-M	2211	100	B1-U0-G1	2386	108	B1-U0-G1	2512	114	B1-U0-G1	2637	120	B1-U0-G1		819	48	B0-U0-G0
			III-W	2045	93	B1-U0-G1	2208	100	B1-U0-G1	2324	106	B1-U0-G1	2440	111	B1-U0-G1		758	44	B0-U0-G1
			IV	2225	101	B1-U0-G1	2402	109	B1-U0-G1	2529	115	B1-U0-G1	2655	121	B1-U0-G1		824	48	B0-U0-G0
			IV-FT	1980	90	B0-U0-G1	2137	97	B0-U0-G1	2250	102	B1-U0-G1	2362	107	B1-U0-G1		734	43	B0-U0-G1
			VSQ-N	2292	104	B1-U0-G0	2474	112	B1-U0-G0	2604	118	B1-U0-G0	2734	124	B1-U0-G0		849	50	B1-U0-G0
			VSQ-M	2315	105	B2-U0-G0	2499	114	B2-U0-G1	2631	120	B2-U0-G1	2762	126	B2-U0-G1		858	50	B1-U0-G0
			VSQ-W	2243	102	B2-U0-G1	2422	110	B2-U0-G1	2549	116	B2-U0-G1	2677	122	B2-U0-G1		831	49	B1-U0-G1
			II-HS	1623	74	B0-U0-G0	1751	80	B0-U0-G1	1843	84	B0-U0-G1	1935	88	B0-U0-G1		601	35	B0-U0-G0
			II-FR-HS	1605	73	B0-U0-G0	1733	79	B0-U0-G0	1824	83	B0-U0-G0	1915	87	B0-U0-G0		595	35	B0-U0-G0
			III-M-HS	1655	75	B0-U0-G1	1786	81	B0-U0-G1	1880	85	B0-U0-G1	1973	90	B0-U0-G1		613	36	B0-U0-G0
			III-W-HS	1617	74	B0-U0-G1	1746	79	B0-U0-G1	1838	84	B0-U0-G1	1929	88	B0-U0-G1		599	35	B0-U0-G1
			IV-HS	1720	78	B0-U0-G1	1857	84	B0-U0-G1	1955	89	B0-U0-G1	2052	93	B0-U0-G1		637	37	B0-U0-G0
			IV-FT-HS	1616	73	B0-U0-G1	1745	79	B0-U0-G1	1836	83	B0-U0-G1	1928	88	B0-U0-G1		599	35	B0-U0-G1
20	525	33.0	II	3069	93	B1-U0-G1	3314	100	B1-U0-G1	3488	106	B1-U0-G1	3662	111	B1-U0-G1	25.8	928	36	B0-U0-G0
			II-FR	2964	90	B1-U0-G1	3200	97	B1-U0-G1	3368	102	B1-U0-G1	3537	107	B1-U0-G1		896	35	B0-U0-G0
			III-M	3139	95	B1-U0-G1	3388	103	B1-U0-G1	3567	108	B1-U0-G1	3745	113	B1-U0-G1		949	37	B0-U0-G0
			III-W	2904	88	B1-U0-G1	3135	95	B1-U0-G1	3300	100	B1-U0-G1	3465	105	B1-U0-G1		878	34	B0-U0-G1
			IV	3160	96	B1-U0-G1	3411	103	B1-U0-G1	3590	109	B1-U0-G1	3770	114	B1-U0-G1		955	37	B0-U0-G0
			IV-FT	2811	85	B1-U0-G1	3035	92	B1-U0-G1	3195	97	B1-U0-G1	3354	102	B1-U0-G1		850	33	B0-U0-G1
			VSQ-N	3254	99	B2-U0-G0	3513	106	B2-U0-G0	3698	112	B2-U0-G0	3882	118	B2-U0-G0		984	38	B1-U0-G0
			VSQ-M	3287	100	B2-U0-G1	3548	108	B2-U0-G1	3735	113	B2-U0-G1	3922	119	B2-U0-G1		993	39	B1-U0-G0
			VSQ-W	3185	97	B2-U0-G1	3439	104	B3-U0-G1	3620	110	B3-U0-G1	3801	115	B3-U0-G1		963	37	B1-U0-G1
			II-HS	2304	70	B0-U0-G1	2487	75	B0-U0-G1	2618	79	B0-U0-G1	2748	83	B0-U0-G1		696	27	B0-U0-G0
			II-FR-HS	2280	69	B0-U0-G0	2461	75	B0-U0-G0	2590	78	B0-U0-G0	2719	82	B0-U0-G0		689	27	B0-U0-G0
			III-M-HS	2349	71	B0-U0-G1	2536	77	B0-U0-G1	2670	81	B0-U0-G1	2803	85	B0-U0-G1		710	28	B0-U0-G0
			III-W-HS	2296	70	B0-U0-G1	2479	75	B0-U0-G1	2610	79	B0-U0-G1	2740	83	B0-U0-G1		694	27	B0-U0-G1
			IV-HS	2443	74	B0-U0-G1	2637	80	B0-U0-G1	2775	84	B0-U0-G1	2914	88	B0-U0-G1		738	29	B0-U0-G0
			IV-FT-HS	2295	70	B0-U0-G1	2477	75	B0-U0-G1	2607	79	B0-U0-G1	2738	83	B0-U0-G1		694	27	B0-U0-G1
20	700	44.0	II	3848	87	B1-U0-G1	4154	94	B1-U0-G1	4372	99	B1-U0-G1	4591	104	B1-U0-G1	N/A	N/A		
			II-FR	3715	84	B1-U0-G1	4011	91	B1-U0-G1	4222	96	B1-U0-G1	4433	101	B1-U0-G1				
			III-M	3934	89	B1-U0-G1	4247	97	B1-U0-G1	4471	102	B1-U0-G1	4694	107	B1-U0-G1				
			III-W	3640	83	B1-U0-G1	3930	89	B1-U0-G1	4137	94	B1-U0-G1	4343	99	B1-U0-G2				
			IV	3960	90	B1-U0-G1	4275	97	B1-U0-G1	4501	102	B1-U0-G1	4725	107	B1-U0-G1				
			IV-FT	3524	80	B1-U0-G1	3804	86	B1-U0-G2	4005	91	B1-U0-G2	4205	96	B1-U0-G2				
			VSQ-N	4079	93	B2-U0-G0	4403	100	B2-U0-G1	4635	105	B2-U0-G1	4867	111	B2-U0-G1				
			VSQ-M	4120	94	B2-U0-G1	4448	101	B3-U0-G1	4682	106	B3-U0-G1	4916	112	B3-U0-G1				
			VSQ-W	3993	91	B3-U0-G1	4310	98	B3-U0-G1	4537	103	B3-U0-G1	4764	108	B3-U0-G2				
			II-HS	2887	66	B0-U0-G1	3117	71	B0-U0-G1	3281	75	B0-U0-G1	3445	78	B0-U0-G1				
			II-FR-HS	2857	65	B0-U0-G0	3084	70	B0-U0-G0	3246	74	B0-U0-G0	3408	77	B0-U0-G0				
			III-M-HS	2945	67	B0-U0-G1	3179	72	B0-U0-G1	3346	76	B0-U0-G1	3513	80	B0-U0-G1				
			III-W-HS	2878	65	B0-U0-G1	3107	71	B0-U0-G1	3271	74	B0-U0-G1	3434	78	B0-U0-G1				
			IV-HS	3061	70	B0-U0-G1	3305	75	B0-U0-G1	3479	79	B0-U0-G1	3652	83	B0-U0-G1				
			IV-FT-HS	2876	65	B0-U0-G1	3105	71	B0-U0-G1	3268	74	B0-U0-G1	3431	78	B0-U0-G2				
20	875	55.0	II	4626	84	B1-U0-G1	4994	91	B1-U0-G1	5257	96	B1-U0-G1	5519	100	B2-U0-G1	N/A	N/A		
			II-FR	4467	81	B1-U0-G1	4822	88	B1-U0-G1	5076	92	B1-U0-G1	5330	97	B1-U0-G1				
			III-M	4730	86	B1-U0-G1	5106	93	B1-U0-G1	5375	98	B1-U0-G1	5644	103	B1-U0-G2				
			III-W	4377	80	B1-U0-G2	4724	86	B1-U0-G2	4973	90	B1-U0-G2	5222	95	B1-U0-G2				
			IV	4761	87	B1-U0-G1	5140	93	B1-U0-G1	5411	98	B1-U0-G1	5681	103	B2-U0-G2				
			IV-FT	4237	77	B1-U0-G2	4574	83	B1-U0-G2	4815	88	B1-U0-G2	5055	92	B1-U0-G2				
			VSQ-N	4904	89	B2-U0-G1	5294	96	B2-U0-G1	5573	101	B2-U0-G1	5851	106	B2-U0-G1				
			VSQ-M	4954	90	B3-U0-G1	5348	97	B3-U0-G1	5629	102	B3-U0-G1	5910	107	B3-U0-G1				
			VSQ-W	4800	87	B3-U0-G2	5182	94	B3-U0-G2	5455	99	B3-U0-G2	5727	104	B3-U0-G2				
			II-HS	3471	63	B0-U0-G1	3748	68	B0-U0-G1	3945	72	B0-U0-G1	4141	75	B1-U0-G1				
			II-FR-HS	3435	62	B0-U0-G1	3708	67	B0-U0-G1	3903	71	B0-U0-G1	4098	75	B0-U0-G1				
			III-M-HS	3540	64	B0-U0-G1	3822	69	B0-U0-G1	4023	73	B0-U0-G1	4224	77	B0-U0-G2				
			III-W-HS	3461	63	B0-U0-G1	3736	68	B0-U0-G2	3932	71	B0-U0-G2	4129	75	B0-U0-G2				
			IV-HS	3680	67	B0-U0-G1	3973	72	B0-U0-G1	4182	76	B0-U0-G1	4391	80	B0-U0-G1				
			IV-FT-HS	3458	63	B0-U0-G2	3733	68	B0-U0-G2	3930	71	B0-U0-G2	4126	75	B0-U0-G2				

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SIG SERIES - LED

PHOTOMETRIC DATA GUIDE - LUMEN TABLES (SIG18-PLED)

SIG18-PLED

LED Count	Drive Current (mA)	System Watts	Dist'n Type	27K (2700K - 70CRI)			30K (3000K - 70CRI)			40K (4000K - 70CRI)			50K (5000K - 70CRI)			System Watts	TRA (590nm)		
				LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING		LUMENS	LPW	BUG RATING
36	175	19.8	II	2140	108	B1-U0-G1	2310	117	B1-U0-G1	2432	123	B1-U0-G1	2553	129	B1-U0-G1	16.0	793	50	B0-U0-G0
			II-FR	2067	104	B1-U0-G0	2231	113	B1-U0-G0	2348	119	B1-U0-G0	2466	125	B1-U0-G1		766	48	B0-U0-G0
			III-M	2188	111	B1-U0-G1	2362	119	B1-U0-G1	2487	126	B1-U0-G1	2611	132	B1-U0-G1		811	51	B0-U0-G0
			III-W	2025	102	B1-U0-G1	2186	110	B1-U0-G1	2301	116	B1-U0-G1	2416	122	B1-U0-G1		750	47	B0-U0-G1
			IV	2203	111	B1-U0-G1	2378	120	B1-U0-G1	2503	126	B1-U0-G1	2628	133	B1-U0-G1		816	51	B0-U0-G0
			IV-FT	1960	99	B0-U0-G1	2116	107	B0-U0-G1	2227	112	B1-U0-G1	2339	118	B1-U0-G1		726	45	B0-U0-G1
			VSQ-N	2269	115	B1-U0-G0	2449	124	B1-U0-G0	2578	130	B1-U0-G0	2707	137	B1-U0-G0		841	53	B1-U0-G0
			VSQ-M	2292	116	B2-U0-G0	2474	125	B2-U0-G1	2604	132	B2-U0-G1	2734	138	B2-U0-G1		849	53	B1-U0-G0
			VSQ-W	2221	112	B2-U0-G1	2397	121	B2-U0-G1	2524	127	B2-U0-G1	2649	134	B2-U0-G1		823	51	B1-U0-G1
			II-HS	1606	81	B0-U0-G0	1734	88	B0-U0-G0	1825	92	B0-U0-G1	1916	97	B0-U0-G1		595	37	B0-U0-G0
			II-FR-HS	1589	80	B0-U0-G0	1716	87	B0-U0-G0	1806	91	B0-U0-G0	1896	96	B0-U0-G0		589	37	B0-U0-G0
			III-M-HS	1638	83	B0-U0-G1	1768	89	B0-U0-G1	1861	94	B0-U0-G1	1954	99	B0-U0-G1		607	38	B0-U0-G0
			III-W-HS	1601	81	B0-U0-G1	1728	87	B0-U0-G1	1819	92	B0-U0-G1	1910	96	B0-U0-G1		593	37	B0-U0-G1
			IV-HS	1703	86	B0-U0-G0	1838	93	B0-U0-G1	1935	98	B0-U0-G1	2031	103	B0-U0-G1		631	39	B0-U0-G0
			IV-FT-HS	1600	81	B0-U0-G1	1727	87	B0-U0-G1	1818	92	B0-U0-G1	1908	96	B0-U0-G1		593	37	B0-U0-G1
36	350	39.6	II	3891	98	B1-U0-G1	4200	106	B1-U0-G1	4421	112	B1-U0-G1	4642	117	B1-U0-G1	30.8	1441	47	B1-U0-G1
			II-FR	3757	95	B1-U0-G1	4056	102	B1-U0-G1	4269	108	B1-U0-G1	4483	113	B1-U0-G1		1392	45	B0-U0-G0
			III-M	3979	100	B1-U0-G1	4295	108	B1-U0-G1	4521	114	B1-U0-G1	4747	120	B1-U0-G1		1474	48	B1-U0-G1
			III-W	3681	93	B1-U0-G1	3974	100	B1-U0-G1	4183	106	B1-U0-G1	4392	111	B1-U0-G2		1364	44	B0-U0-G1
			IV	4005	101	B1-U0-G1	4323	109	B1-U0-G1	4551	115	B1-U0-G1	4778	121	B1-U0-G1		1484	48	B1-U0-G1
			IV-FT	3564	90	B1-U0-G1	3847	97	B1-U0-G2	4050	102	B1-U0-G2	4252	107	B1-U0-G2		1320	43	B0-U0-G1
			VSQ-N	4125	104	B2-U0-G1	4453	112	B2-U0-G1	4687	118	B2-U0-G1	4921	124	B2-U0-G1		1528	50	B1-U0-G0
			VSQ-M	4167	105	B3-U0-G1	4498	114	B3-U0-G1	4735	120	B3-U0-G1	4971	126	B3-U0-G1		1544	50	B1-U0-G0
			VSQ-W	4037	102	B3-U0-G1	4358	110	B3-U0-G1	4588	116	B3-U0-G1	4817	122	B3-U0-G2		1496	49	B1-U0-G1
			II-HS	2920	74	B0-U0-G1	3152	80	B0-U0-G1	3318	84	B0-U0-G1	3483	88	B0-U0-G1		1082	35	B0-U0-G0
			II-FR-HS	2889	73	B0-U0-G0	3119	79	B0-U0-G0	3283	83	B0-U0-G0	3446	87	B0-U0-G1		1070	35	B0-U0-G0
			III-M-HS	2978	75	B0-U0-G1	3214	81	B0-U0-G1	3383	85	B0-U0-G1	3552	90	B0-U0-G1		1103	36	B0-U0-G0
			III-W-HS	2910	73	B0-U0-G1	3142	79	B0-U0-G1	3307	84	B0-U0-G1	3472	88	B0-U0-G1		1078	35	B0-U0-G1
			IV-HS	3096	78	B0-U0-G1	3342	84	B0-U0-G1	3518	89	B0-U0-G1	3693	93	B0-U0-G1		1147	37	B0-U0-G0
			IV-FT-HS	2908	73	B0-U0-G1	3139	79	B0-U0-G1	3305	83	B0-U0-G1	3470	88	B0-U0-G2		1077	35	B0-U0-G1
36	525	59.4	II	5525	93	B2-U0-G1	5964	100	B2-U0-G1	6278	106	B2-U0-G2	6592	111	B2-U0-G2	46.5	1670	36	B1-U0-G1
			II-FR	5335	90	B1-U0-G1	5759	97	B1-U0-G1	6063	102	B1-U0-G1	6366	107	B1-U0-G1		1613	35	B0-U0-G0
			III-M	5649	95	B1-U0-G2	6098	103	B2-U0-G2	6419	108	B2-U0-G2	6740	113	B2-U0-G2		1708	37	B1-U0-G1
			III-W	5227	88	B1-U0-G2	5642	95	B1-U0-G2	5940	100	B1-U0-G2	6236	105	B1-U0-G2		1580	34	B0-U0-G1
			IV	5687	96	B2-U0-G2	6139	103	B2-U0-G2	6462	109	B2-U0-G2	6785	114	B2-U0-G2		1719	37	B1-U0-G1
			IV-FT	5060	85	B1-U0-G2	5462	92	B1-U0-G2	5750	97	B1-U0-G2	6038	102	B1-U0-G2		1530	33	B0-U0-G1
			VSQ-N	5857	99	B2-U0-G1	6323	106	B2-U0-G1	6655	112	B2-U0-G1	6988	118	B2-U0-G1		1770	38	B1-U0-G0
			VSQ-M	5916	100	B3-U0-G1	6387	108	B3-U0-G1	6723	113	B3-U0-G1	7059	119	B3-U0-G1		1788	38	B1-U0-G0
			VSQ-W	5733	97	B3-U0-G2	6189	104	B3-U0-G2	6515	110	B3-U0-G2	6841	115	B3-U0-G2		1733	37	B2-U0-G1
			II-HS	4146	70	B1-U0-G1	4476	75	B1-U0-G1	4711	79	B1-U0-G1	4946	83	B1-U0-G2		1253	27	B0-U0-G0
			II-FR-HS	4102	69	B0-U0-G1	4428	75	B0-U0-G1	4661	78	B1-U0-G1	4894	82	B1-U0-G1		1240	27	B0-U0-G0
			III-M-HS	4228	71	B0-U0-G2	4564	77	B0-U0-G2	4804	81	B0-U0-G2	5044	85	B0-U0-G2		1278	27	B0-U0-G0
			III-W-HS	4133	70	B0-U0-G2	4462	75	B0-U0-G2	4696	79	B0-U0-G2	4931	83	B0-U0-G2		1249	27	B0-U0-G1
			IV-HS	4396	74	B0-U0-G1	4745	80	B0-U0-G2	4995	84	B0-U0-G2	5244	88	B0-U0-G2		1329	29	B0-U0-G0
			IV-FT-HS	4130	70	B0-U0-G2	4458	75	B0-U0-G2	4693	79	B0-U0-G2	4927	83	B0-U0-G2		1248	27	B0-U0-G1
36	700	79.2	II	6925	87	B2-U0-G2	7476	94	B2-U0-G2	7870	99	B2-U0-G2	8263	104	B2-U0-G2	N/A	N/A		
			II-FR	6687	84	B1-U0-G1	7219	91	B1-U0-G1	7599	96	B1-U0-G1	7979	101	B2-U0-G1				
			III-M	7082	89	B2-U0-G2	7645	97	B2-U0-G2	8047	102	B2-U0-G2	8449	107	B2-U0-G2				
			III-W	6552	83	B1-U0-G2	7073	89	B1-U0-G2	7445	94	B1-U0-G2	7818	99	B1-U0-G2				
			IV	7128	90	B2-U0-G2	7695	97	B2-U0-G2	8100	102	B2-U0-G2	8505	107	B2-U0-G2				
			IV-FT	6343	80	B1-U0-G2	6847	86	B1-U0-G2	7208	91	B1-U0-G2	7568	96	B1-U0-G2				
			VSQ-N	7342	93	B2-U0-G1	7925	100	B3-U0-G1	8343	105	B3-U0-G1	8760	111	B3-U0-G1				
			VSQ-M	7416	94	B3-U0-G1	8006	101	B3-U0-G2	8427	106	B3-U0-G2	8849	112	B3-U0-G2				
			VSQ-W	7187	91	B3-U0-G2	7758	98	B3-U0-G2	8167	103	B3-U0-G2	8575	108	B4-U0-G2				
			II-HS	5197	66	B1-U0-G2	5610	71	B1-U0-G2	5905	75	B1-U0-G2	6200	78	B1-U0-G2				
			II-FR-HS	5142	65	B1-U0-G1	5551	70	B1-U0-G1	5843	74	B1-U0-G1	6135	77	B1-U0-G1				
			III-M-HS	5300	67	B0-U0-G2	5721	72	B0-U0-G2	6022	76	B0-U0-G2	6323	80	B0-U0-G2				
			III-W-HS	5181	65	B0-U0-G2	5593	71	B0-U0-G2	5887	74	B0-U0-G2	6181	78	B0-U0-G2				
			IV-HS	5510	70	B0-U0-G2	5948	75	B0-U0-G2	6261	79	B1-U0-G2	6574	83	B1-U0-G2				
			IV-FT-HS	5177	65	B0-U0-G2	5588	71	B1-U0-G2	5883	74	B1-U0-G2	6177	78	B1-U0-G2				
36	875	99.0	II	8326	84	B2-U0-G2	8988	91	B2-U0-G2	9462	96	B2-U0-G2	9934	100	B2-U0-G2	N/A	N/A		
			II-FR	8040	81	B2-U0-G1	8680	88	B2-U0-G1	9137	92	B2-U0-G1	9593	97	B2-U0-G1				
			III-M	8514	86	B2-U0-G2	9191	93	B2-U0-G2	9675	98	B2-U0-G2	10158	103	B2-U0-G2				
			III-W	7877	80	B2-U0-G2	8504	86	B2-U0-G2	8951	90	B2-U0-G2	9399	95	B2-U0-G2				
			IV	8570	87	B2-U0-G2	9251	93	B2-U0-G2	9739	98	B2-U0-G2	10225	103	B2-U0-G2				
			IV-FT	7626	77	B1-U0-G2	8232	83	B1-U0-G3	8666	88	B1-U0-G3	9099	92	B1-U0-G3				
			VSQ-N	8826	89	B3-U0-G1	9528	96	B3-U0-G1	10030	101	B3-U0-G1	10532	106	B3-U0-G1				
			VSQ-M	8916	90	B3-U0-G2	9625	97	B3-U0-G2	10132	102	B3-U0-G2	10638	107	B4-U0-G2				
			VSQ-W	8640	87	B4-U0-G2	9327	94	B4-U0-G2	9818	99	B4-U0-G2	10309	104	B4-U0-G2				
			II-HS	6248	63	B1-U0-G2	6745	68	B1-U0-G2	7100	72	B1-U0-G2	7455	75	B1-U0-G2				
			II-FR-HS	6182	62	B1-U0-G1	6673	67	B1-U0-G1	7025	71	B1-U0-G1	7376	75	B1-U0-G1				
			III-M-HS	6372	64	B1-U0-G2	6878	69	B1-U0-G2	7240	73	B1-U0-G2	7602	77	B1-U0-G2				
			III-W-HS	6229	63	B0-U0-G2	6724	68	B1-U0-G2	7078	71	B1-U0-G2	7432	75	B1-U0-G2				
			IV-HS	6625	67	B1-U0-G2	7151	72	B1-U0-G2	7528	76	B1-U0-G2	7904	80	B1-U0-G2				
			IV-FT-HS	6224	63	B1-U0-G2	6719	68	B1-U0-G2	7073	71	B1-U0-G2	7426	75	B1-U0-G2				

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SIG SERIES - LED

PHOTOMETRIC DATA GUIDE - LUMEN TABLES (SIG23-PLED)

SIG23-PLED

LED Count	Drive Current (mA)	System Watts	Dist'n Type	27K (2700K - 70CRI)			30K (3000K - 70CRI)			40K (4000K - 70CRI)			50K (5000K - 70CRI)			System Watts	TRA (590nm)		
				LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING		LUMENS	LPW	BUG RATING
20	175	11.0	II	1189	108	B1-U0-G0	1284	117	B1-U0-G0	1351	123	B1-U0-G0	1419	129	B1-U0-G1	9.0	441	49	B0-U0-G0
			II-FR	1148	104	B0-U0-G0	1239	113	B0-U0-G0	1305	119	B0-U0-G0	1370	125	B0-U0-G0		425	47	B0-U0-G0
			III-M	1216	111	B0-U0-G0	1313	119	B1-U0-G0	1382	126	B1-U0-G0	1451	132	B1-U0-G1		451	50	B0-U0-G0
			III-W	1125	102	B0-U0-G1	1214	110	B0-U0-G1	1278	116	B0-U0-G1	1342	122	B0-U0-G1		417	46	B0-U0-G0
			IV	1224	111	B0-U0-G0	1321	120	B1-U0-G0	1391	126	B1-U0-G1	1460	133	B1-U0-G1		453	50	B0-U0-G0
			IV-FT	1089	99	B0-U0-G1	1176	107	B0-U0-G1	1238	113	B0-U0-G1	1299	118	B0-U0-G1		404	45	B0-U0-G1
			VSQ-N	1261	115	B1-U0-G0	1361	124	B1-U0-G0	1433	130	B1-U0-G0	1504	137	B1-U0-G0		467	52	B0-U0-G0
			VSQ-M	1273	116	B1-U0-G0	1374	125	B1-U0-G0	1447	132	B1-U0-G0	1519	138	B1-U0-G0		472	52	B1-U0-G0
			VSQ-W	1234	112	B1-U0-G1	1332	121	B1-U0-G1	1402	127	B1-U0-G1	1472	134	B1-U0-G1		457	51	B1-U0-G0
			II-HS	893	81	B0-U0-G0	964	88	B0-U0-G0	1014	92	B0-U0-G0	1065	97	B0-U0-G0		331	37	B0-U0-G0
			II-FR-HS	884	80	B0-U0-G0	954	87	B0-U0-G0	1004	91	B0-U0-G0	1053	96	B0-U0-G0		328	36	B0-U0-G0
			III-M-HS	911	83	B0-U0-G0	983	89	B0-U0-G0	1034	94	B0-U0-G0	1086	99	B0-U0-G0		338	38	B0-U0-G0
			III-W-HS	890	81	B0-U0-G1	960	87	B0-U0-G1	1011	92	B0-U0-G1	1061	96	B0-U0-G1		330	37	B0-U0-G0
			IV-HS	946	86	B0-U0-G0	1021	93	B0-U0-G0	1075	98	B0-U0-G0	1129	103	B0-U0-G0		351	39	B0-U0-G0
			IV-FT-HS	889	81	B0-U0-G1	959	87	B0-U0-G1	1010	92	B0-U0-G1	1061	96	B0-U0-G1		329	37	B0-U0-G0
20	350	22.0	II	2162	98	B1-U0-G1	2334	106	B1-U0-G1	2457	112	B1-U0-G1	2579	117	B1-U0-G1	17.1	801	47	B0-U0-G0
			II-FR	2088	95	B1-U0-G0	2253	102	B1-U0-G0	2372	108	B1-U0-G1	2491	113	B1-U0-G1		773	45	B0-U0-G0
			III-M	2211	100	B1-U0-G1	2386	108	B1-U0-G1	2512	114	B1-U0-G1	2637	120	B1-U0-G1		819	48	B0-U0-G0
			III-W	2045	93	B1-U0-G1	2208	100	B1-U0-G1	2324	106	B1-U0-G1	2440	111	B1-U0-G1		758	44	B0-U0-G1
			IV	2225	101	B1-U0-G1	2402	109	B1-U0-G1	2529	115	B1-U0-G1	2655	121	B1-U0-G1		824	48	B0-U0-G0
			IV-FT	1980	90	B0-U0-G1	2137	97	B0-U0-G1	2250	102	B1-U0-G1	2362	107	B1-U0-G1		734	43	B0-U0-G1
			VSQ-N	2292	104	B1-U0-G0	2474	112	B1-U0-G0	2604	118	B1-U0-G0	2734	124	B1-U0-G0		849	50	B1-U0-G0
			VSQ-M	2315	105	B2-U0-G0	2499	114	B2-U0-G1	2631	120	B2-U0-G1	2762	126	B2-U0-G1		858	50	B1-U0-G0
			VSQ-W	2243	102	B2-U0-G1	2422	110	B2-U0-G1	2549	116	B2-U0-G1	2677	122	B2-U0-G1		831	49	B1-U0-G1
			II-HS	1623	74	B0-U0-G0	1751	80	B0-U0-G1	1843	84	B0-U0-G1	1935	88	B0-U0-G1		601	35	B0-U0-G0
			II-FR-HS	1605	73	B0-U0-G0	1733	79	B0-U0-G0	1824	83	B0-U0-G0	1915	87	B0-U0-G0		595	35	B0-U0-G0
			III-M-HS	1655	75	B0-U0-G1	1786	81	B0-U0-G1	1880	85	B0-U0-G1	1973	90	B0-U0-G1		613	36	B0-U0-G0
			III-W-HS	1617	74	B0-U0-G1	1746	79	B0-U0-G1	1838	84	B0-U0-G1	1929	88	B0-U0-G1		599	35	B0-U0-G1
			IV-HS	1720	78	B0-U0-G1	1857	84	B0-U0-G1	1955	89	B0-U0-G1	2052	93	B0-U0-G1		637	37	B0-U0-G0
			IV-FT-HS	1616	73	B0-U0-G1	1745	79	B0-U0-G1	1836	83	B0-U0-G1	1928	88	B0-U0-G1		599	35	B0-U0-G1
20	525	33.0	II	3069	93	B1-U0-G1	3314	100	B1-U0-G1	3488	106	B1-U0-G1	3662	111	B1-U0-G1	25.8	928	36	B0-U0-G0
			II-FR	2964	90	B1-U0-G1	3200	97	B1-U0-G1	3368	102	B1-U0-G1	3537	107	B1-U0-G1		896	35	B0-U0-G0
			III-M	3139	95	B1-U0-G1	3388	103	B1-U0-G1	3567	108	B1-U0-G1	3745	113	B1-U0-G1		949	37	B0-U0-G0
			III-W	2904	88	B1-U0-G1	3135	95	B1-U0-G1	3300	100	B1-U0-G1	3465	105	B1-U0-G1		878	34	B0-U0-G1
			IV	3160	96	B1-U0-G1	3411	103	B1-U0-G1	3590	109	B1-U0-G1	3770	114	B1-U0-G1		955	37	B0-U0-G0
			IV-FT	2811	85	B1-U0-G1	3035	92	B1-U0-G1	3195	97	B1-U0-G1	3354	102	B1-U0-G1		850	33	B0-U0-G1
			VSQ-N	3254	99	B2-U0-G0	3513	106	B2-U0-G0	3698	112	B2-U0-G0	3882	118	B2-U0-G0		984	38	B1-U0-G0
			VSQ-M	3287	100	B2-U0-G1	3548	108	B2-U0-G1	3735	113	B2-U0-G1	3922	119	B2-U0-G1		993	39	B1-U0-G0
			VSQ-W	3185	97	B2-U0-G1	3439	104	B3-U0-G1	3620	110	B3-U0-G1	3801	115	B3-U0-G1		963	37	B1-U0-G1
			II-HS	2304	70	B0-U0-G1	2487	75	B0-U0-G1	2618	79	B0-U0-G1	2748	83	B0-U0-G1		696	27	B0-U0-G0
			II-FR-HS	2280	69	B0-U0-G0	2461	75	B0-U0-G0	2590	78	B0-U0-G0	2719	82	B0-U0-G0		689	27	B0-U0-G0
			III-M-HS	2349	71	B0-U0-G1	2536	77	B0-U0-G1	2670	81	B0-U0-G1	2803	85	B0-U0-G1		710	28	B0-U0-G0
			III-W-HS	2296	70	B0-U0-G1	2479	75	B0-U0-G1	2610	79	B0-U0-G1	2740	83	B0-U0-G1		694	27	B0-U0-G1
			IV-HS	2443	74	B0-U0-G1	2637	80	B0-U0-G1	2775	84	B0-U0-G1	2914	88	B0-U0-G1		738	29	B0-U0-G0
			IV-FT-HS	2295	70	B0-U0-G1	2477	75	B0-U0-G1	2607	79	B0-U0-G1	2738	83	B0-U0-G1		694	27	B0-U0-G1
20	700	44.0	II	3848	87	B1-U0-G1	4154	94	B1-U0-G1	4372	99	B1-U0-G1	4591	104	B1-U0-G1	N/A	N/A		
			II-FR	3715	84	B1-U0-G1	4011	91	B1-U0-G1	4222	96	B1-U0-G1	4433	101	B1-U0-G1				
			III-M	3934	89	B1-U0-G1	4247	97	B1-U0-G1	4471	102	B1-U0-G1	4694	107	B1-U0-G1				
			III-W	3640	83	B1-U0-G1	3930	89	B1-U0-G1	4137	94	B1-U0-G1	4343	99	B1-U0-G2				
			IV	3960	90	B1-U0-G1	4275	97	B1-U0-G1	4501	102	B1-U0-G1	4725	107	B1-U0-G1				
			IV-FT	3524	80	B1-U0-G1	3804	86	B1-U0-G2	4005	91	B1-U0-G2	4205	96	B1-U0-G2				
			VSQ-N	4079	93	B2-U0-G0	4403	100	B2-U0-G1	4635	105	B2-U0-G1	4867	111	B2-U0-G1				
			VSQ-M	4120	94	B2-U0-G1	4448	101	B3-U0-G1	4682	106	B3-U0-G1	4916	112	B3-U0-G1				
			VSQ-W	3993	91	B3-U0-G1	4310	98	B3-U0-G1	4537	103	B3-U0-G1	4764	108	B3-U0-G2				
			II-HS	2887	66	B0-U0-G1	3117	71	B0-U0-G1	3281	75	B0-U0-G1	3445	78	B0-U0-G1				
			II-FR-HS	2857	65	B0-U0-G0	3084	70	B0-U0-G0	3246	74	B0-U0-G0	3408	77	B0-U0-G0				
			III-M-HS	2945	67	B0-U0-G1	3179	72	B0-U0-G1	3346	76	B0-U0-G1	3513	80	B0-U0-G1				
			III-W-HS	2878	65	B0-U0-G1	3107	71	B0-U0-G1	3271	74	B0-U0-G1	3434	78	B0-U0-G1				
			IV-HS	3061	70	B0-U0-G1	3305	75	B0-U0-G1	3479	79	B0-U0-G1	3652	83	B0-U0-G1				
			IV-FT-HS	2876	65	B0-U0-G1	3105	71	B0-U0-G1	3268	74	B0-U0-G1	3431	78	B0-U0-G2				
20	875	55.0	II	4626	84	B1-U0-G1	4994	91	B1-U0-G1	5257	96	B1-U0-G1	5519	100	B2-U0-G1	N/A	N/A		
			II-FR	4467	81	B1-U0-G1	4822	88	B1-U0-G1	5076	92	B1-U0-G1	5330	97	B1-U0-G1				
			III-M	4730	86	B1-U0-G1	5106	93	B1-U0-G1	5375	98	B1-U0-G1	5644	103	B1-U0-G2				
			III-W	4377	80	B1-U0-G2	4724	86	B1-U0-G2	4973	90	B1-U0-G2	5222	95	B1-U0-G2				
			IV	4761	87	B1-U0-G1	5140	93	B1-U0-G1	5411	98	B1-U0-G1	5681	103	B2-U0-G2				
			IV-FT	4237	77	B1-U0-G2	4574	83	B1-U0-G2	4815	88	B1-U0-G2	5055	92	B1-U0-G2				
			VSQ-N	4904	89	B2-U0-G1	5294	96	B2-U0-G1	5573	101	B2-U0-G1	5851	106	B2-U0-G1				
			VSQ-M	4954	90	B3-U0-G1	5348	97	B3-U0-G1	5629	102	B3-U0-G1	5910	107	B3-U0-G1				
			VSQ-W	4800	87	B3-U0-G2	5182	94	B3-U0-G2	5455	99	B3-U0-G2	5727	104	B3-U0-G2				
			II-HS	3471	63	B0-U0-G1	3748	68	B0-U0-G1	3945	72	B0-U0-G1	4141	75	B1-U0-G1				
			II-FR-HS	3435	62	B0-U0-G1	3708	67	B0-U0-G1	3903	71	B0-U0-G1	4098	75	B0-U0-G1				
			III-M-HS	3540	64	B0-U0-G1	3822	69	B0-U0-G1	4023	73	B0-U0-G1	4224	77	B0-U0-G2				
			III-W-HS	3461	63	B0-U0-G1	3736	68	B0-U0-G2	3932	71	B0-U0-G2	4129	75	B0-U0-G2				
			IV-HS	3680	67	B0-U0-G1	3973	72	B0-U0-G1	4182	76	B0-U0-G1	4391	80	B0-U0-G1				
			IV-FT-HS	3458	63	B0-U0-G2	3733	68	B0-U0-G2	3930	71	B0-U0-G2	4126	75	B0-U0-G2				

IES File downloads for this product can be found at www.usaltg.com/downloads/asr.html

SIG SERIES - LED

PHOTOMETRIC DATA GUIDE - LUMEN TABLES (SIG23-PLED)

SIG23-PLED

LED Count	Drive Current (mA)	System Watts	Dist'n Type	27K (2700K - 70CRI)			30K (3000K - 70CRI)			40K (4000K - 70CRI)			50K (5000K - 70CRI)			System Watts	TRA (590nm)		
				LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING		LUMENS	LPW	BUG RATING
36	175	19.8	II	2140	108	B1-U0-G1	2310	117	B1-U0-G1	2432	123	B1-U0-G1	2553	129	B1-U0-G1	16.0	793	50	B0-U0-G0
			II-FR	2067	104	B1-U0-G0	2231	113	B1-U0-G0	2348	119	B1-U0-G0	2466	125	B1-U0-G1		766	48	B0-U0-G0
			III-M	2188	111	B1-U0-G1	2362	119	B1-U0-G1	2487	126	B1-U0-G1	2611	132	B1-U0-G1		811	51	B0-U0-G0
			III-W	2025	102	B1-U0-G1	2186	110	B1-U0-G1	2301	116	B1-U0-G1	2416	122	B1-U0-G1		750	47	B0-U0-G1
			IV	2203	111	B1-U0-G1	2378	120	B1-U0-G1	2503	126	B1-U0-G1	2628	133	B1-U0-G1		816	51	B0-U0-G0
			IV-FT	1960	99	B0-U0-G1	2116	107	B0-U0-G1	2227	112	B1-U0-G1	2339	118	B1-U0-G1		726	45	B0-U0-G1
			VSQ-N	2269	115	B1-U0-G0	2449	124	B1-U0-G0	2578	130	B1-U0-G0	2707	137	B1-U0-G0		841	53	B1-U0-G0
			VSQ-M	2292	116	B2-U0-G0	2474	125	B2-U0-G1	2604	132	B2-U0-G1	2734	138	B2-U0-G1		849	53	B1-U0-G0
			VSQ-W	2221	112	B2-U0-G1	2397	121	B2-U0-G1	2524	127	B2-U0-G1	2649	134	B2-U0-G1		823	51	B1-U0-G1
			II-HS	1606	81	B0-U0-G0	1734	88	B0-U0-G0	1825	92	B0-U0-G1	1916	97	B0-U0-G1		595	37	B0-U0-G0
			II-FR-HS	1589	80	B0-U0-G0	1716	87	B0-U0-G0	1806	91	B0-U0-G0	1896	96	B0-U0-G0		589	37	B0-U0-G0
			III-M-HS	1638	83	B0-U0-G1	1768	89	B0-U0-G1	1861	94	B0-U0-G1	1954	99	B0-U0-G1		607	38	B0-U0-G0
			III-W-HS	1601	81	B0-U0-G1	1728	87	B0-U0-G1	1819	92	B0-U0-G1	1910	96	B0-U0-G1		593	37	B0-U0-G1
			IV-HS	1703	86	B0-U0-G0	1838	93	B0-U0-G1	1935	98	B0-U0-G1	2031	103	B0-U0-G1		631	39	B0-U0-G0
			IV-FT-HS	1600	81	B0-U0-G1	1727	87	B0-U0-G1	1818	92	B0-U0-G1	1908	96	B0-U0-G1		593	37	B0-U0-G1
36	350	39.6	II	3891	98	B1-U0-G1	4200	106	B1-U0-G1	4421	112	B1-U0-G1	4642	117	B1-U0-G1	30.8	1441	47	B1-U0-G1
			II-FR	3757	95	B1-U0-G1	4056	102	B1-U0-G1	4269	108	B1-U0-G1	4483	113	B1-U0-G1		1392	45	B0-U0-G0
			III-M	3979	100	B1-U0-G1	4295	108	B1-U0-G1	4521	114	B1-U0-G1	4747	120	B1-U0-G1		1474	48	B1-U0-G1
			III-W	3681	93	B1-U0-G1	3974	100	B1-U0-G1	4183	106	B1-U0-G1	4392	111	B1-U0-G2		1364	44	B0-U0-G1
			IV	4005	101	B1-U0-G1	4323	109	B1-U0-G1	4551	115	B1-U0-G1	4778	121	B1-U0-G1		1484	48	B1-U0-G1
			IV-FT	3564	90	B1-U0-G1	3847	97	B1-U0-G2	4050	102	B1-U0-G2	4252	107	B1-U0-G2		1320	43	B0-U0-G1
			VSQ-N	4125	104	B2-U0-G1	4453	112	B2-U0-G1	4687	118	B2-U0-G1	4921	124	B2-U0-G1		1528	50	B1-U0-G0
			VSQ-M	4167	105	B3-U0-G1	4498	114	B3-U0-G1	4735	120	B3-U0-G1	4971	126	B3-U0-G1		1544	50	B1-U0-G0
			VSQ-W	4037	102	B3-U0-G1	4358	110	B3-U0-G1	4588	116	B3-U0-G1	4817	122	B3-U0-G2		1496	49	B1-U0-G1
			II-HS	2920	74	B0-U0-G1	3152	80	B0-U0-G1	3318	84	B0-U0-G1	3483	88	B0-U0-G1		1082	35	B0-U0-G0
			II-FR-HS	2889	73	B0-U0-G0	3119	79	B0-U0-G0	3283	83	B0-U0-G0	3446	87	B0-U0-G1		1070	35	B0-U0-G0
			III-M-HS	2978	75	B0-U0-G1	3214	81	B0-U0-G1	3383	85	B0-U0-G1	3552	90	B0-U0-G1		1103	36	B0-U0-G0
			III-W-HS	2910	73	B0-U0-G1	3142	79	B0-U0-G1	3307	84	B0-U0-G1	3472	88	B0-U0-G1		1078	35	B0-U0-G1
			IV-HS	3096	78	B0-U0-G1	3342	84	B0-U0-G1	3518	89	B0-U0-G1	3693	93	B0-U0-G1		1147	37	B0-U0-G0
			IV-FT-HS	2908	73	B0-U0-G1	3139	79	B0-U0-G1	3305	83	B0-U0-G1	3470	88	B0-U0-G2		1077	35	B0-U0-G1
36	525	59.4	II	5525	93	B2-U0-G1	5964	100	B2-U0-G1	6278	106	B2-U0-G2	6592	111	B2-U0-G2	46.5	1670	36	B1-U0-G1
			II-FR	5335	90	B1-U0-G1	5759	97	B1-U0-G1	6063	102	B1-U0-G1	6366	107	B1-U0-G1		1613	35	B0-U0-G0
			III-M	5649	95	B1-U0-G2	6098	103	B2-U0-G2	6419	108	B2-U0-G2	6740	113	B2-U0-G2		1708	37	B1-U0-G1
			III-W	5227	88	B1-U0-G2	5642	95	B1-U0-G2	5940	100	B1-U0-G2	6236	105	B1-U0-G2		1580	34	B0-U0-G1
			IV	5687	96	B2-U0-G2	6139	103	B2-U0-G2	6462	109	B2-U0-G2	6785	114	B2-U0-G2		1719	37	B1-U0-G1
			IV-FT	5060	85	B1-U0-G2	5462	92	B1-U0-G2	5750	97	B1-U0-G2	6038	102	B1-U0-G2		1530	33	B0-U0-G1
			VSQ-N	5857	99	B2-U0-G1	6323	106	B2-U0-G1	6655	112	B2-U0-G1	6988	118	B2-U0-G1		1770	38	B1-U0-G0
			VSQ-M	5916	100	B3-U0-G1	6387	108	B3-U0-G1	6723	113	B3-U0-G1	7059	119	B3-U0-G1		1788	38	B1-U0-G0
			VSQ-W	5733	97	B3-U0-G2	6189	104	B3-U0-G2	6515	110	B3-U0-G2	6841	115	B3-U0-G2		1733	37	B2-U0-G1
			II-HS	4146	70	B1-U0-G1	4476	75	B1-U0-G1	4711	79	B1-U0-G1	4946	83	B1-U0-G2		1253	27	B0-U0-G0
			II-FR-HS	4102	69	B0-U0-G1	4428	75	B0-U0-G1	4661	78	B1-U0-G1	4894	82	B1-U0-G1		1240	27	B0-U0-G0
			III-M-HS	4228	71	B0-U0-G2	4564	77	B0-U0-G2	4804	81	B0-U0-G2	5044	85	B0-U0-G2		1278	27	B0-U0-G0
			III-W-HS	4133	70	B0-U0-G2	4462	75	B0-U0-G2	4696	79	B0-U0-G2	4931	83	B0-U0-G2		1249	27	B0-U0-G1
			IV-HS	4396	74	B0-U0-G1	4745	80	B0-U0-G2	4995	84	B0-U0-G2	5244	88	B0-U0-G2		1329	29	B0-U0-G0
			IV-FT-HS	4130	70	B0-U0-G2	4458	75	B0-U0-G2	4693	79	B0-U0-G2	4927	83	B0-U0-G2		1248	27	B0-U0-G1
36	700	79.2	II	6925	87	B2-U0-G2	7476	94	B2-U0-G2	7870	99	B2-U0-G2	8263	104	B2-U0-G2	N/A	N/A		
			II-FR	6687	84	B1-U0-G1	7219	91	B1-U0-G1	7599	96	B1-U0-G1	7979	101	B2-U0-G1				
			III-M	7082	89	B2-U0-G2	7645	97	B2-U0-G2	8047	102	B2-U0-G2	8449	107	B2-U0-G2				
			III-W	6552	83	B1-U0-G2	7073	89	B1-U0-G2	7445	94	B1-U0-G2	7818	99	B1-U0-G2				
			IV	7128	90	B2-U0-G2	7695	97	B2-U0-G2	8100	102	B2-U0-G2	8505	107	B2-U0-G2				
			IV-FT	6343	80	B1-U0-G2	6847	86	B1-U0-G2	7208	91	B1-U0-G2	7568	96	B1-U0-G2				
			VSQ-N	7342	93	B2-U0-G1	7925	100	B3-U0-G1	8343	105	B3-U0-G1	8760	111	B3-U0-G1				
			VSQ-M	7416	94	B3-U0-G1	8006	101	B3-U0-G2	8427	106	B3-U0-G2	8849	112	B3-U0-G2				
			VSQ-W	7187	91	B3-U0-G2	7758	98	B3-U0-G2	8167	103	B3-U0-G2	8575	108	B4-U0-G2				
			II-HS	5197	66	B1-U0-G2	5610	71	B1-U0-G2	5905	75	B1-U0-G2	6200	78	B1-U0-G2				
			II-FR-HS	5142	65	B1-U0-G1	5551	70	B1-U0-G1	5843	74	B1-U0-G1	6135	77	B1-U0-G1				
			III-M-HS	5300	67	B0-U0-G2	5721	72	B0-U0-G2	6022	76	B0-U0-G2	6323	80	B0-U0-G2				
			III-W-HS	5181	65	B0-U0-G2	5593	71	B0-U0-G2	5887	74	B0-U0-G2	6181	78	B0-U0-G2				
			IV-HS	5510	70	B0-U0-G2	5948	75	B0-U0-G2	6261	79	B1-U0-G2	6574	83	B1-U0-G2				
			IV-FT-HS	5177	65	B0-U0-G2	5588	71	B1-U0-G2	5883	74	B1-U0-G2	6177	78	B1-U0-G2				
36	875	99.0	II	8326	84	B2-U0-G2	8988	91	B2-U0-G2	9462	96	B2-U0-G2	9934	100	B2-U0-G2	N/A	N/A		
			II-FR	8040	81	B2-U0-G1	8680	88	B2-U0-G1	9137	92	B2-U0-G1	9593	97	B2-U0-G1				
			III-M	8514	86	B2-U0-G2	9191	93	B2-U0-G2	9675	98	B2-U0-G2	10158	103	B2-U0-G2				
			III-W	7877	80	B2-U0-G2	8504	86	B2-U0-G2	8951	90	B2-U0-G2	9399	95	B2-U0-G2				
			IV	8570	87	B2-U0-G2	9251	93	B2-U0-G2	9739	98	B2-U0-G2	10225	103	B2-U0-G2				
			IV-FT	7626	77	B1-U0-G2	8232	83	B1-U0-G3	8666	88	B1-U0-G3	9099	92	B1-U0-G3				
			VSQ-N	8826	89	B3-U0-G1	9528	96	B3-U0-G1	10030	101	B3-U0-G1	10532	106	B3-U0-G1				
			VSQ-M	8916	90	B3-U0-G2	9625	97	B3-U0-G2	10132	102	B3-U0-G2	10638	107	B4-U0-G2				
			VSQ-W	8640	87	B4-U0-G2	9327	94	B4-U0-G2	9818	99	B4-U0-G2	10309	104	B4-U0-G2				
			II-HS	6248	63	B1-U0-G2	6745	68	B1-U0-G2	7100	72	B1-U0-G2	7455	75	B1-U0-G2				
			II-FR-HS	6182	62	B1-U0-G1	6673	67	B1-U0-G1	7025	71	B1-U0-G1	7376	75	B1-U0-G1				
			III-M-HS	6372	64	B1-U0-G2	6878	69	B1-U0-G2	7240	73	B1-U0-G2	7602	77	B1-U0-G2				
			III-W-HS	6229	63	B0-U0-G2	6724	68	B1-U0-G2	7078	71	B1-U0-G2	7432	75	B1-U0-G2				
			IV-HS	6625	67	B1-U0-G2	7151	72	B1-U0-G2	7528	76	B1-U0-G2	7904	80	B1-U0-G2				
			IV-FT-HS	6224	63	B1-U0-G2	6719	68	B1-U0-G2	7073	71	B1-U0-G2	7426	75	B1-U0-G2				

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SIG SERIES - LED

PHOTOMETRIC DATA GUIDE - LUMEN TABLES (SIG23-PLED)

SIG23-PLED																			
LED Count	Drive Current (mA)	System Watts	Dist'n Type	27K (2700K - 70CRI)			30K (3000K - 70CRI)			40K (4000K - 70CRI)			50K (5000K - 70CRI)			System Watts	TRA (590nm)		
				LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING		LUMENS	LPW	BUG RATING
48	175	26.4	II	2853	108	B1-U0-G1	3080	117	B1-U0-G1	3242	123	B1-U0-G1	3404	129	B1-U0-G1	21.0	1057	50	B0-U0-G0
			II-FR	2755	104	B1-U0-G1	2974	113	B1-U0-G1	3131	119	B1-U0-G1	3287	125	B1-U0-G1		1021	49	B0-U0-G0
			III-M	2918	111	B1-U0-G1	3150	119	B1-U0-G1	3315	126	B1-U0-G1	3481	132	B1-U0-G1		1081	51	B0-U0-G0
			III-W	2700	102	B1-U0-G1	2914	110	B1-U0-G1	3068	116	B1-U0-G1	3221	122	B1-U0-G1		1000	48	B0-U0-G1
			IV	2937	111	B1-U0-G1	3170	120	B1-U0-G1	3337	126	B1-U0-G1	3504	133	B1-U0-G1		1088	52	B0-U0-G0
			IV-FT	2613	99	B1-U0-G1	2821	107	B1-U0-G1	2970	112	B1-U0-G1	3118	118	B1-U0-G1		968	46	B0-U0-G1
			VSQ-N	3025	115	B2-U0-G0	3266	124	B2-U0-G0	3437	130	B2-U0-G0	3609	137	B2-U0-G0		1121	53	B1-U0-G0
			VSQ-M	3056	116	B2-U0-G1	3298	125	B2-U0-G1	3472	132	B2-U0-G1	3646	138	B2-U0-G1		1132	54	B1-U0-G0
			VSQ-W	2961	112	B2-U0-G1	3196	121	B2-U0-G1	3365	127	B3-U0-G1	3533	134	B3-U0-G1		1097	52	B1-U0-G1
			II-HS	2142	81	B0-U0-G1	2312	88	B0-U0-G1	2433	92	B0-U0-G1	2554	97	B0-U0-G1		793	38	B0-U0-G0
			II-FR-HS	2119	80	B0-U0-G0	2287	87	B0-U0-G0	2407	91	B0-U0-G0	2527	96	B0-U0-G0		785	37	B0-U0-G0
			III-M-HS	2184	83	B0-U0-G1	2357	89	B0-U0-G1	2481	94	B0-U0-G1	2605	99	B0-U0-G1		809	39	B0-U0-G0
			III-W-HS	2135	81	B0-U0-G1	2304	87	B0-U0-G1	2426	92	B0-U0-G1	2547	96	B0-U0-G1		791	38	B0-U0-G1
			IV-HS	2270	86	B0-U0-G1	2451	93	B0-U0-G1	2580	98	B0-U0-G1	2708	103	B0-U0-G1		841	40	B0-U0-G0
			IV-FT-HS	2133	81	B0-U0-G1	2302	87	B0-U0-G1	2424	92	B0-U0-G1	2545	96	B0-U0-G1		790	38	B0-U0-G1
48	350	52.8	II	5188	98	B1-U0-G1	5600	106	B2-U0-G1	5895	112	B2-U0-G1	6190	117	B2-U0-G1	41.0	1922	47	B1-U0-G1
			II-FR	5009	95	B1-U0-G1	5408	102	B1-U0-G1	5693	108	B1-U0-G1	5977	113	B1-U0-G1		1856	45	B1-U0-G0
			III-M	5304	100	B1-U0-G1	5726	108	B2-U0-G2	6028	114	B2-U0-G2	6329	120	B2-U0-G2		1965	48	B1-U0-G1
			III-W	4908	93	B1-U0-G2	5298	100	B1-U0-G2	5577	106	B1-U0-G2	5856	111	B1-U0-G2		1818	44	B1-U0-G1
			IV	5340	101	B1-U0-G1	5764	109	B2-U0-G2	6068	115	B2-U0-G2	6371	121	B2-U0-G2		1978	48	B1-U0-G1
			IV-FT	4752	90	B1-U0-G2	5129	97	B1-U0-G2	5399	102	B1-U0-G2	5669	107	B1-U0-G2		1760	43	B0-U0-G1
			VSQ-N	5500	104	B2-U0-G1	5937	112	B2-U0-G1	6249	118	B2-U0-G1	6562	124	B2-U0-G1		2037	50	B1-U0-G0
			VSQ-M	5555	105	B3-U0-G1	5997	114	B3-U0-G1	6313	120	B3-U0-G1	6628	126	B3-U0-G1		2058	50	B1-U0-G0
			VSQ-W	5383	102	B3-U0-G2	5811	110	B3-U0-G2	6117	116	B3-U0-G2	6423	122	B3-U0-G2		1994	49	B2-U0-G1
			II-HS	3893	74	B0-U0-G1	4202	80	B1-U0-G1	4424	84	B1-U0-G1	4644	88	B1-U0-G1		1442	35	B0-U0-G0
			II-FR-HS	3852	73	B0-U0-G1	4158	79	B0-U0-G1	4377	83	B0-U0-G1	4596	87	B0-U0-G1		1427	35	B0-U0-G0
			III-M-HS	3970	75	B0-U0-G1	4286	81	B0-U0-G2	4511	85	B0-U0-G2	4736	90	B0-U0-G2		1471	36	B0-U0-G0
			III-W-HS	3881	74	B0-U0-G2	4189	79	B0-U0-G2	4410	84	B0-U0-G2	4630	88	B0-U0-G2		1438	35	B0-U0-G1
			IV-HS	4127	78	B0-U0-G1	4456	84	B0-U0-G1	4690	89	B0-U0-G2	4924	93	B0-U0-G2		1529	37	B0-U0-G0
			IV-FT-HS	3878	73	B0-U0-G2	4186	79	B0-U0-G2	4407	83	B0-U0-G2	4627	88	B0-U0-G2		1437	35	B0-U0-G1
48	525	79.2	II	7366	93	B2-U0-G2	7952	100	B2-U0-G2	8371	106	B2-U0-G2	8789	111	B2-U0-G2	62.0	2227	36	B1-U0-G1
			II-FR	7113	90	B1-U0-G1	7679	97	B1-U0-G1	8083	102	B2-U0-G1	8487	107	B2-U0-G1		2150	35	B1-U0-G0
			III-M	7532	95	B2-U0-G2	8131	103	B2-U0-G2	8559	108	B2-U0-G2	8987	113	B2-U0-G2		2277	37	B1-U0-G1
			III-W	6969	88	B1-U0-G2	7524	95	B1-U0-G2	7920	100	B2-U0-G2	8315	105	B2-U0-G2		2107	34	B1-U0-G1
			IV	7582	96	B2-U0-G2	8185	103	B2-U0-G2	8616	109	B2-U0-G2	9047	114	B2-U0-G2		2292	37	B1-U0-G1
			IV-FT	6747	85	B1-U0-G2	7283	92	B1-U0-G2	7667	97	B1-U0-G2	8050	102	B1-U0-G2		2039	33	B0-U0-G1
			VSQ-N	7809	99	B3-U0-G1	8430	106	B3-U0-G1	8874	112	B3-U0-G1	9317	118	B3-U0-G1		2360	38	B1-U0-G0
			VSQ-M	7888	100	B3-U0-G2	8515	108	B3-U0-G2	8964	113	B3-U0-G2	9412	119	B3-U0-G2		2384	38	B2-U0-G1
			VSQ-W	7644	97	B3-U0-G2	8252	104	B3-U0-G2	8687	110	B4-U0-G2	9121	115	B4-U0-G2		2311	37	B2-U0-G1
			II-HS	5528	70	B1-U0-G2	5967	75	B1-U0-G2	6281	79	B1-U0-G2	6595	83	B1-U0-G2		1671	27	B0-U0-G0
			II-FR-HS	5470	69	B1-U0-G1	5904	75	B1-U0-G1	6215	78	B1-U0-G1	6526	82	B1-U0-G1		1653	27	B0-U0-G0
			III-M-HS	5637	71	B0-U0-G2	6085	77	B0-U0-G2	6406	81	B1-U0-G2	6726	85	B1-U0-G2		1704	27	B0-U0-G1
			III-W-HS	5511	70	B0-U0-G2	5949	75	B0-U0-G2	6262	79	B0-U0-G2	6575	83	B1-U0-G2		1666	27	B0-U0-G1
			IV-HS	5861	74	B0-U0-G2	6327	80	B1-U0-G2	6660	84	B1-U0-G2	6993	88	B1-U0-G2		1772	29	B0-U0-G1
			IV-FT-HS	5506	70	B0-U0-G2	5944	75	B1-U0-G2	6257	79	B1-U0-G2	6570	83	B1-U0-G2		1664	27	B0-U0-G1
48	700	105.6	II	9234	87	B2-U0-G2	9968	94	B2-U0-G2	10493	99	B2-U0-G2	11018	104	B2-U0-G2	N/A	N/A		
			II-FR	8917	84	B2-U0-G1	9626	91	B2-U0-G1	10133	96	B2-U0-G1	10639	101	B2-U0-G1				
			III-M	9442	89	B2-U0-G2	10193	97	B2-U0-G2	10729	102	B2-U0-G2	11266	107	B2-U0-G2				
			III-W	8736	83	B2-U0-G2	9431	89	B2-U0-G2	9927	94	B2-U0-G3	10424	99	B2-U0-G3				
			IV	9504	90	B2-U0-G2	10260	97	B2-U0-G2	10801	102	B2-U0-G2	11340	107	B2-U0-G2				
			IV-FT	8457	80	B1-U0-G3	9130	86	B1-U0-G3	9611	91	B1-U0-G3	10091	96	B1-U0-G3				
			VSQ-N	9789	93	B3-U0-G1	10568	100	B3-U0-G1	11124	105	B3-U0-G1	11680	111	B3-U0-G1				
			VSQ-M	9888	94	B3-U0-G2	10675	101	B4-U0-G2	11237	106	B4-U0-G2	11798	112	B4-U0-G2				
			VSQ-W	9582	91	B4-U0-G2	10344	98	B4-U0-G2	10889	103	B4-U0-G3	11433	108	B4-U0-G3				
			II-HS	6929	66	B1-U0-G2	7480	71	B1-U0-G2	7874	75	B1-U0-G2	8267	78	B1-U0-G2				
			II-FR-HS	6856	65	B1-U0-G1	7401	70	B1-U0-G1	7791	74	B1-U0-G1	8180	77	B1-U0-G1				
			III-M-HS	7066	67	B1-U0-G2	7628	72	B1-U0-G2	8030	76	B1-U0-G2	8431	80	B1-U0-G2				
			III-W-HS	6908	65	B1-U0-G2	7457	71	B1-U0-G2	7850	74	B1-U0-G2	8242	78	B1-U0-G2				
			IV-HS	7347	70	B1-U0-G2	7931	75	B1-U0-G2	8348	79	B1-U0-G2	8766	83	B1-U0-G2				
			IV-FT-HS	6902	65	B1-U0-G2	7451	71	B1-U0-G2	7844	74	B1-U0-G2	8236	78	B1-U0-G2				
48	875	132.0	II	11101	84	B2-U0-G2	11984	91	B2-U0-G2	12615	96	B2-U0-G2	13246	100	B2-U0-G2	N/A	N/A		
			II-FR	10720	81	B2-U0-G1	11573	88	B2-U0-G1	12182	92	B2-U0-G1	12791	97	B2-U0-G1				
			III-M	11351	86	B2-U0-G2	12254	93	B2-U0-G2	12899	98	B2-U0-G2	13544	103	B2-U0-G2				
			III-W	10503	80	B2-U0-G3	11338	86	B2-U0-G3	11935	90	B2-U0-G3	12532	95	B2-U0-G3				
			IV	11427	87	B2-U0-G2	12335	93	B2-U0-G2	12985	98	B2-U0-G2	13634	103	B2-U0-G2				
			IV-FT	10168	77	B2-U0-G3	10977	83	B2-U0-G3	11555	88	B2-U0-G3	12132	92	B2-U0-G3				
			VSQ-N	11769	89	B3-U0-G1	12705	96	B3-U0-G1	13374	101	B3-U0-G1	14042	106	B3-U0-G1				
			VSQ-M	11888	90	B4-U0-G2	12834	97	B4-U0-G2	13509	102	B4-U0-G2	14184	107	B4-U0-G2				
			VSQ-W	11520	87	B4-U0-G3	12436	94	B4-U0-G3	13091	99	B4-U0-G3	13746	104	B4-U0-G3				
			II-HS	8331	63	B1-U0-G2	8993	68	B1-U0-G2	9467	72	B1-U0-G2	9940	75	B1-U0-G2				
			II-FR-HS	8243	62	B1-U0-G1	8898	67	B1-U0-G1	9367	71	B1-U0-G1	9835	75	B1-U0-G1				
			III-M-HS	8496	64	B1-U0-G2	9171	69	B1-U0-G2	9654	73	B1-U0-G2	10137	77	B1-U0-G2				
			III-W-HS	8305	63	B1-U0-G2	8965	68	B1-U0-G2	9437	71	B1-U0-G2	9909	75	B1-U0-G2				
			IV-HS	8833	67	B1-U0-G2	9535	72	B1-U0-G2	10037	76	B1-U0-G2	10539	80	B1-U0-G2				
			IV-FT-HS	8299	63	B1-U0-G2	8959	68	B1-U0-G3	9430	71	B1-U0-G3	9902	75	B1-U0-G3				

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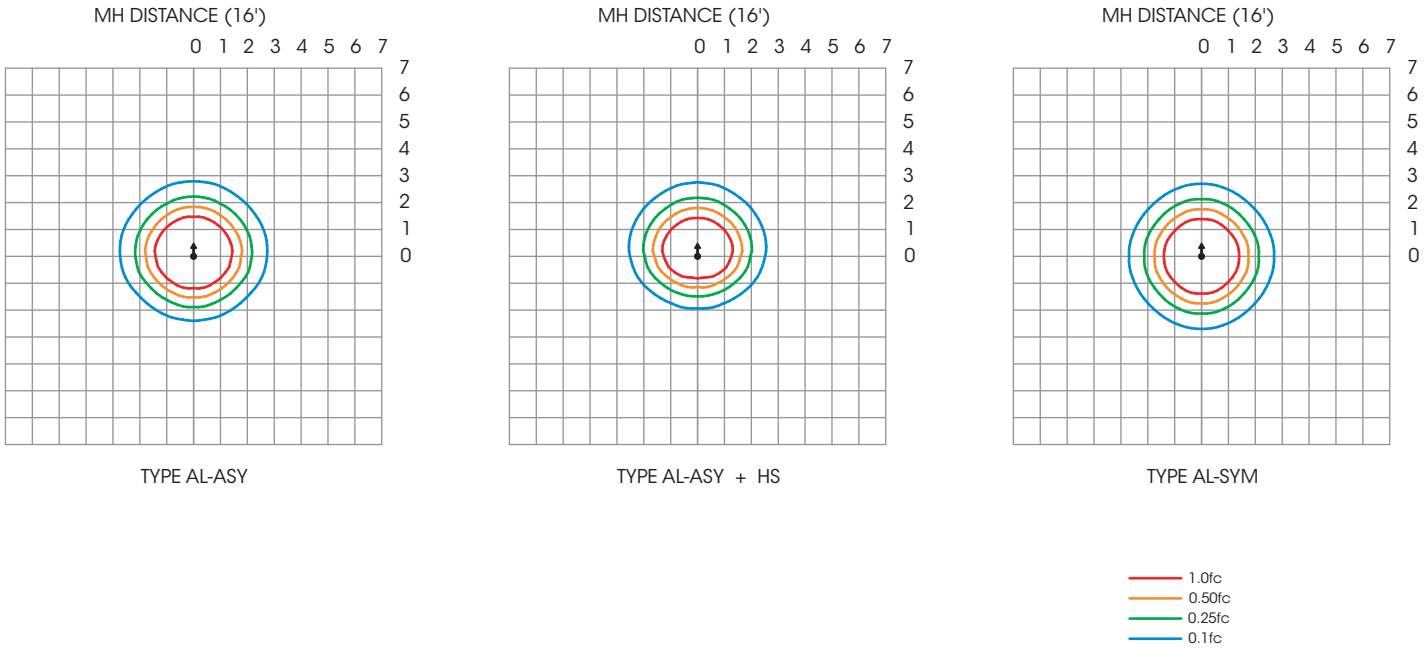
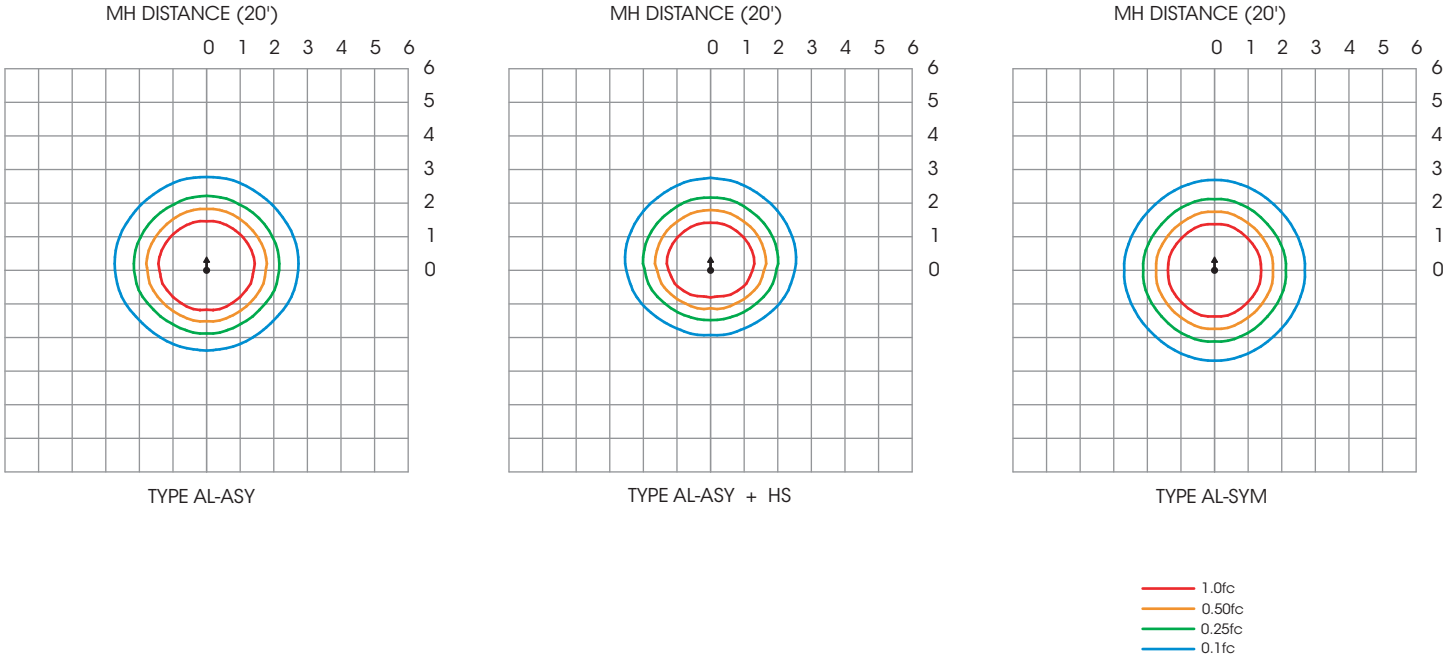
SIG SERIES - LED

PHOTOMETRIC DATA GUIDE - ISOFOOTCANDLE TEMPLATES

SIG18-PLED-AL-36LED-700mA-40K - 16' Height (14' Pole)



SIG23-PLED-AL-48LED-875mA-40K - 20' Height (18' Pole)



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SIG SERIES - LED

PHOTOMETRIC DATA GUIDE - LUMEN TABLES (SIG18-PLED-AL)

SIG18-PLED-AL																			
LED Count	Drive Current (mA)	System Watts	Dist'n Type	27K (2700K - 70CRI)			30K (3000K - 70CRI)			40K (4000K - 70CRI)			50K (5000K - 70CRI)			System Watts	TRA (590nm)		
				LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING		LUMENS	LPW	BUG RATING
36	175	19.8	ASY	1492	75	B1-U0-G1	1610	81	B1-U0-G1	1695	86	B1-U0-G1	1780	90	B1-U0-G1	16.0	610	38	B0-U0-G0
			SYM	1489	75	B1-U0-G0	1608	81	B1-U0-G0	1692	85	B1-U0-G0	1777	90	B1-U0-G1		609	38	B0-U0-G0
			ASY-HS	1077	54	B0-U0-G0	1162	59	B1-U0-G0	1224	62	B1-U0-G0	1285	65	B1-U0-G0		440	28	B0-U0-G0
36	350	39.6	ASY	2712	68	B1-U0-G1	2928	74	B1-U0-G1	3082	78	B1-U0-G1	3236	82	B1-U0-G1	30.8	1005	33	B1-U0-G0
			SYM	2708	68	B1-U0-G1	2923	74	B1-U0-G1	3077	78	B1-U0-G1	3231	82	B1-U0-G1		1003	33	B1-U0-G0
			ASY-HS	1958	49	B1-U0-G1	2114	53	B1-U0-G1	2225	56	B1-U0-G1	2336	59	B1-U0-G1		725	24	B0-U0-G0
36	525	59.4	ASY	3906	66	B1-U0-G1	4216	71	B2-U0-G1	4438	75	B2-U0-G1	4660	78	B2-U0-G1	46.5	1181	25	B1-U0-G0
			SYM	3899	66	B2-U0-G1	4209	71	B2-U0-G1	4431	75	B2-U0-G1	4652	78	B2-U0-G1		1179	25	B1-U0-G0
			ASY-HS	2819	47	B1-U0-G1	3043	51	B1-U0-G1	3203	54	B1-U0-G1	3364	57	B1-U0-G1		852	18	B0-U0-G0
36	700	79.2	ASY	4953	63	B2-U0-G1	5346	68	B2-U0-G1	5628	71	B2-U0-G1	5909	75	B2-U0-G1	N/A	N/A		
			SYM	4944	62	B2-U0-G1	5337	67	B2-U0-G1	5618	71	B2-U0-G1	5899	74	B2-U0-G1				
			ASY-HS	3575	45	B1-U0-G1	3859	49	B1-U0-G1	4063	51	B1-U0-G1	4265	54	B1-U0-G1				
36	875	99.0	ASY	5671	57	B2-U0-G1	6122	62	B2-U0-G2	6445	65	B2-U0-G2	6767	68	B2-U0-G2	N/A	N/A		
			SYM	5662	57	B2-U0-G1	6112	62	B2-U0-G1	6434	65	B2-U0-G1	6755	68	B2-U0-G1				
			ASY-HS	4094	41	B1-U0-G1	4419	45	B1-U0-G1	4652	47	B1-U0-G1	4884	49	B1-U0-G1				

PHOTOMETRIC DATA GUIDE - LUMEN TABLES (SIG23-PLED-AL)

SIG23-PLED-AL																			
LED Count	Drive Current (mA)	System Watts	Dist'n Type	27K (2700K - 70CRI)			30K (3000K - 70CRI)			40K (4000K - 70CRI)			50K (5000K - 70CRI)			System Watts	TRA (590nm)		
				LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING	LUMENS	LPW	BUG RATING		LUMENS	LPW	BUG RATING
48	175	27.0	ASY	1989	74	B1-U0-G1	2147	80	B1-U0-G1	2260	84	B1-U0-G1	2373	88	B1-U0-G1	21.0	814	39	B0-U0-G0
			SYM	1986	74	B1-U0-G1	2144	79	B1-U0-G1	2257	84	B1-U0-G1	2369	88	B1-U0-G1		812	39	B1-U0-G0
			ASY-HS	1436	53	B1-U0-G1	1550	57	B1-U0-G1	1631	60	B1-U0-G1	1713	63	B1-U0-G1		587	28	B0-U0-G0
48	350	52.5	ASY	3616	69	B1-U0-G1	3904	74	B1-U0-G1	4109	78	B2-U0-G1	4315	82	B2-U0-G1	41.0	1340	33	B1-U0-G1
			SYM	3610	69	B2-U0-G1	3897	74	B2-U0-G1	4103	78	B2-U0-G1	4308	82	B2-U0-G1		1337	33	B1-U0-G0
			ASY-HS	2610	50	B1-U0-G1	2818	54	B1-U0-G1	2966	56	B1-U0-G1	3114	59	B1-U0-G1		967	24	B0-U0-G0
48	525	79.0	ASY	5208	66	B2-U0-G1	5622	71	B2-U0-G1	5918	75	B2-U0-G2	6213	79	B2-U0-G2	62.0	1574	25	B1-U0-G1
			SYM	5199	66	B2-U0-G1	5612	71	B2-U0-G1	5907	75	B2-U0-G1	6203	79	B2-U0-G1		1571	25	B1-U0-G0
			ASY-HS	3759	48	B1-U0-G1	4058	51	B1-U0-G1	4271	54	B1-U0-G1	4485	57	B1-U0-G1		1136	18	B0-U0-G0
48	700	105.1	ASY	6603	63	B2-U0-G2	7128	68	B2-U0-G2	7504	71	B2-U0-G2	7879	75	B2-U0-G2	N/A	N/A		
			SYM	6592	63	B2-U0-G1	7116	68	B2-U0-G1	7491	71	B2-U0-G1	7866	75	B2-U0-G1				
			ASY-HS	4767	45	B1-U0-G1	5146	49	B1-U0-G1	5417	52	B2-U0-G1	5687	54	B2-U0-G1				
48	875	131.8	ASY	7562	57	B2-U0-G2	8163	62	B2-U0-G2	8593	65	B2-U0-G2	9023	68	B2-U0-G2	N/A	N/A		
			SYM	7549	57	B2-U0-G1	8149	62	B2-U0-G1	8578	65	B3-U0-G1	9007	68	B3-U0-G1				
			ASY-HS	5458	41	B2-U0-G1	5892	45	B2-U0-G1	6203	47	B2-U0-G1	6512	49	B2-U0-G1				

IES File downloads for this product can be found at www.usaltg.com/downloads/asr.html

City of Cibolo

Economic Development Corporation Staff Report

J. Discussion/Action on scheduling a Fiscal Year 2027 budget workshop and Strategic Economic Development Plan Review (Mr. Hardin)

Meeting	Agenda Group
Thursday, March 19, 2026, 6:30 PM	Discussion/Action Item: 8J.

From
Clancy Hardin, Economic Development Manager

PRIOR CITY COUNCIL ACTION:

City council approved the CEDC FY26 budget in September 2025.

CEDC strategic plan was approved in 2024.

BACKGROUND:

The Cibolo Economic Development Corporation is funded through Type B Sales Tax which is a 1/4 cent of the collected sales tax on purchases within the City of Cibolo. At the February 19, 2026, Cibolo EDC meeting the Board of Directors were asked to provide any items of interest that they would like to be researched and brought back for consideration in the FY 27 (beginning October 1, 2026) budget. As of time of publishing the packet, staff have not received items from the Board of Directors to include in the preliminary budget.

Previous budget items have included requests for funding for initiatives such as:

Programs

- Job fairs
- Grants: EDGE & BIG Grant
- Familiarization Tours with site selectors

Capital Expenditures

- Industrial Park Signage
- UPRR Parking Lot Lease

Noncapital Expenditures

- Signage in the Old Town District

Economic Development Incentives

- Business Improvement Grants

Marketing

- Marketing video
- Chamber Directory

- Digital marketing campaigns

Studies

- FM 78 Corridor Study
- IH-10 Corridor Study
- Downtown Master Plan Update
- Hotel Feasibility Study
- Economic Development Strategic Plan

Estimated revenues for FY 27 are still being determined by the City's Finance professionals. A conservative figure for budget would be a 5% increase to around $1,500,000. There are several large recurring costs from the bonds held by the Cibolo EDC which include approximately $320,000 for the Multi-Event Center and $ 115,000 the 590 FM 78 project.

CEDC funded a strategic plan in 2024. A review of the SEDP will allow for staff to illustrate what has been completed, what is on hold and what is on the horizon. Also, the plan will be used to guide our budget development for fiscal year 2027.

STAFF RECOMMENDATION:

Staff requests the board deliberate a date that works prior to the April regular meeting. Staff will also provide printed SEDP books to Directors during the March 19, 2026 meeting

Meeting can be held at the Community Room in the City Hall Annex.

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

City of Cibolo

Economic Development Corporation Staff Report

A. Pending Future Agenda Item Report

Meeting	Agenda Group
Thursday, March 19, 2026, 6:30 PM	Items for Future Agendas Item: 11A.

From
Clancy Hardin, Economic Development Manager

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

CEDC Future Agenda Items Report 2026.pdf

Cibolo EDC Board Future Agenda Item Report

Date Request	Item	Status
2/19/2026	Downtown Ligithing Cost	3/19/2026 mtg
2/19/2026	Committees (Small Biz, Mural Committee and Red Ball Café')	3/19/2026 mtg
2/19/2026	EV Charging Stations	Pending more research needed with CMO and previous grant for feasability