

Letter Of Intent

City of Denton
Development Services – Planning Division
401 N. Elm Street
Denton, TX 76201

RE: Zoning Verification and Determination of Nonconforming Rights
Property: 910 N Mayhill Rd, Denton, TX 76208
Owner: 24K Holdings, LLC
Tax ID / R Number: R126411

To Whom It May Concern:

Please accept this Letter of Intent in support of the attached Zoning Verification – Determination of Nonconforming Rights Application for the property located at 910 N Mayhill Rd, Denton, Texas.

24K Holdings, LLC is requesting confirmation of the continued legal nonconforming use status for Building 910 and approval for continued occupancy and operation of a contractor-oriented commercial/light industrial use consistent with the historical operation of the property.

The proposed use consists generally of contractor services, contractor yard operations, equipment and material storage, office/warehouse use, and related light industrial activities associated with an erosion services company.

The property has historically operated as a mixed commercial/light industrial site for many years prior to and during ownership by 24K Holdings, LLC. Historical tenants and operations at the property have included cabinet manufacturing, woodworking, contractor operations, equipment storage, auto-related services, granite fabrication, lawn service operations, and estate auction services.

Relevant to Building 910 specifically:

- Esparza Custom Cabinets occupied Buildings 890 and 920 beginning in approximately November 2019 under prior ownership.
- 24K Holdings, LLC purchased the property in February 2021 and allowed the tenant to remain in occupancy following expiration of the prior lease under a month-to-month tenancy arrangement.
- In 2023, the tenant requested relocation of operations from Building 890 into Building 910.
- A written commercial lease was subsequently executed for Buildings 910 and 920.
- Esparza Custom Millwork continued operating from Building 910 until vacating in January 2026 following holdover month-to-month occupancy.

Accordingly, Building 910 was actively occupied and utilized for commercial/light industrial operations through January 2026.

The property and Building 910 have also remained actively marketed for lease during any vacancy periods. Marketing efforts were conducted continuously through MLS, CoStar, brokerage advertising, and commercial leasing channels. The property was commonly marketed as a multi-building contractor yard and warehouse property rather than as separate standalone building listings in order to simplify leasing administration and tenant placement efforts.

The owner is not requesting a delay of discontinued status determination under Section 1.5.2(F), as the owner's position is that the legal nonconforming use has not been discontinued for a period of one year or more.

Attached supporting documentation includes:

- Zoning Verification Application
- Application fee
- Historical lease documentation
- Marketing records and listing history
- Historical tax and ownership records
- Dated photographic evidence
- Supporting property documentation

The attached materials are intended to demonstrate continuous commercial/light industrial occupancy, operation, and active leasing efforts associated with Building 910 and the overall property.

Thank you for your time and consideration of this request. Please contact us should additional information or supporting documentation be required.

Sincerely,

24K Holdings, LLC

By: Mike Aghyarian

Mike Aghyarian, Owner/President

Prepared By:

Charles Horton

The Michael Group, LLC

1845 Precinct Line Rd #208

Hurst, TX 76054

469-363-0209

info@chuckandlaurahorton.com



Zoning Verification Letter – Determination of Nonconforming Rights

Please email completed form and all related documentation to PlanningTechnicians@cityofdenton.com

The burden of establishing the existence of a nonconformity shall be solely on the owner of the property containing the nonconformity. Whenever a nonconforming use or structure is discontinued for one year or more, all nonconforming rights shall cease, and the use of the premises or the structure shall be in conformance with this Subchapter and all applicable codes of the City. The determination of discontinued status may be delayed for up to one year by the Director upon written request, if the applicant provides documentation as part of this application that the property has been actively marketed for at least six months during the previous, first year.

Property Owner Information:

Name: Mike Aghyarian Company Name: 24K Holdings, LLC
Address (Street, City, State, Zip): 4305 Belle Drive; Flower Mound, TX 75022
Telephone: 972-400-0944
Email: pascal@24kholdings.com

Letter Information (The information provided below is who the letter will be addressed to):

Name: Mike Aghyarian Company Name: 24K Holdings, LLC
Address (Street, City, State, Zip): 4305 Belle Dr; Flower Mound, TX 75022
Telephone: 972-400-0944
Email: pascal@24kholdings.com

Property Information (The information provided below is who the letter will be addressed to):

Tax ID # of Subject Property (R#): 126411
Physical Address (Location): 910 N Mayhill Rd; Denton, TX 76208

Supporting Documents:

- ☒ Zoning verification fee- \$101.00
- ☒ Provide a letter of intent that details the following:
- ☒ The nature of the Nonconforming use that the owner is seeking to continue, re-establish, or change the property to
 - ☒ The date the property or structure was last used for intended nonconforming use
 - ☐ Whether the owner is requesting the determination of discontinued status be delayed and noting the duration of the delay requested (up to one year).
- ☒ Provide all documentation that the owner would like staff to consider that may support the owner's assertion that they have existing nonconforming rights. The following are example of documents that may help provide such support:
- ☐ Utility bills showing an active utility account for the use
 - ☒ Sales or property tax records
 - ☒ Marketing records (Note: If the property owner is requesting a delay of discontinued status, these records must cover at least a 6-month period)
 - ☒ Dated photographic evidence
 - ☒ Vesting Deed for the property
 - ☐ Active certificate of occupancy or permit records related to the use

Historical Lease Documentation

Binh Investments Inc
Property Management Division
1818 E. Pioneer Parkway Suite 106
Arlington, Texas 76010
Office: 682-323-4909

November 4, 2019

Mr. Roberto Esparza
Mr. Nelson Esparza
Mr. Francisco Esparza

Esparza Custom Cabinets
890 & 920 N. Mayhill Rd
Denton, TX 75208

Dear Sirs,

This letter is to inform you that as of November 1, 2019 the properties on N. Mayhill Road are now under New Management.

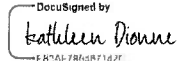
In review of your records, we have found that your company, Esparza Custom Cabinets, has been on a month to month leasing arrangement since your lease expired on July 31, 2018. A new lease has been enclosed for your review and signature which will become effective January 1, 2020 to December 31, 2020. The new lease will include an increase in rental space to \$2,200.00 per month. Please sign all highlighted areas and return to the address listed above no later than December 1, 2019, to include your Certificate of Insurance.

All rental checks shall continue to be due the 1st of each month and payable to:

- Pegasus Investors LLC or a direct deposit can be made to Bank of America to Pegasus Investors to Acct Number #488056509481.

If I can assist you with any further matters I can be reached at 682-323-4909.

Thank you,

DocuSigned by


Kathleen Dionne
Property Manager
Binh Investments Inc.
1818 E. Pioneer Parkway Ste 106
Arlington, TX 76010
682-323-4909

Enclosed lease agreement



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Avignon Realty	498199	van@avignonrealty.com	972-792-0004
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone

Van Dinh	490247	van@avignonrealty.com	469-951-3585
Designated Broker of Firm	License No.	Email	Phone

Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
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Jennifer Tran	0481271	jenhanhtran@me.com	512-771-7637
Sales Agent/Associate's Name	License No.	Email	Phone

ON RE	11/26/2019
Buyer/Tenant/Seller/Landlord Initials	Date



COMMERCIAL LEASE

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ADDENDA & EXHIBITS (check all that apply)

- Exhibit _____
- Exhibit _____
- ☒ Commercial Lease Addendum for Broker's Fee (TXR-2102)
- ☐ Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- ☐ Commercial Lease Addendum for Extension Option (TXR-2104)
- ☐ Commercial Lease Addendum for Percentage Rent (TXR-2106)
- ☐ Commercial Lease Addendum for Parking (TXR-2107)
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- ☐ Commercial Lease Addendum for Contingencies (TXR-2119)
- _____
- _____
- ☒ Information About Brokerage Services (TXR-2501)

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: KE, and Tenant: RE

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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: Pegasus Investors LLC

; and

Tenant: Esparza Custom Cabinets

Mr. Roberto Esparza Mr. Nelson Esparza Mr. Francisco Esparza

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☐ (1) Multiple-Tenant Property: Suite or Unit Number _____ containing approximately _____ square feet of rentable area in _____ (project name) at _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

☒ (2) Single-Tenant Property: The real property containing approximately _____ square feet of rentable area at: 890, and 920 N Mayhill Rd (address) in Denton (city), Denton (county), Texas, which is legally described on attached Exhibit _____ or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☐ will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 12 months and _____ days, commencing on: January 1, 2020 (Commencement Date) and ending on December 31, 2020 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

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complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. **Certificate of Occupancy:** Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. **Base Monthly Rent:** On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
11/01/2019	12/31/2019	1,800.00 / rsf / month	/ rsf / year	1,800.00
01/01/2020	12/31/2020	2,200.00 / rsf / month	/ rsf / year	2,200.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

- B. **Additional Rent:** In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- ☐ (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
☐ (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (3) Commercial Lease Addendum for Parking (TXR-2107)
☐ (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. **First Full Month's Rent:** The first full monthly rent is due on or before **January 1, 2020**
New Amount. Tenant will continue to pay the previous amount until 12/31/2019.

- D. **Prorated Rent:** If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. **Place of Payment:** Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **Pegasus Investors LLC**

Address: **Deposit to Bank of America account described on attached Letter.**

- F. **Method of Payment:** Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

890, and 920 N Mayhill RdCommercial Lease concerning: **Denton, TX 76208**

check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. **Late Charges:** If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. **Returned Checks:** Tenant will pay \$ 100.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ _____ to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. **TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	☐	☐	☒
(2) Sewer	☐	☐	☒
(3) Electric	☐	☐	☒
(4) Gas	☐	☐	☒
(5) Telephone	☐	☐	☒
(6) Internet	☐	☐	☒
(7) Cable	☐	☐	☒
(8) Trash	☐	☐	☒
(9) _____	☐	☐	☐
(10) All other utilities	☐	☐	☒

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

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and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☒ (3) Tenant will pay for the HVAC services under this lease.

8. **INSURANCE:**

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)

☒ (a) \$1,000,000; or

☐ (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

☐ (3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

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after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: _____

 _____.
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: _____

 _____.

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
 _____.
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: RE, and Tenant: RE

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- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

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emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	☐	☒	☐
(2) Glass and windows	☒	☐	☐
(3) Fire protection equipment	☐	☐	☐
(4) Fire sprinkler systems	☐	☐	☐
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	☐	☐	☒
(6) Grounds maintenance, including landscaping and irrigation systems	☐	☒	☐
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	☐	☐	☒
(8) Parking areas and walks	☐	☐	☒
(9) Plumbing systems, drainage systems and sump pumps	☐	☐	☒
(10) Electrical systems, mechanical systems	☐	☐	☒
(11) Ballast and lamp replacement	☐	☐	☐
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	☐	☐	☒
(13) HVAC system replacement	☐	☐	☒
(14) Signs and lighting:	☐	☐	☒
(a) Pylon	☐	☐	☒
(b) Facia	☐	☐	☒
(c) Monument	☐	☐	☒
(d) Door/Suite	☐	☐	☒
(e) Other:	☐	☒	☐
(15) Extermination and pest control, excluding wood-destroying insects.	☒	☐	☐
(16) Fences and Gates	☒	☐	☐
(17) Storage yards and storage buildings	☒	☐	☐
(18) Wood-destroying insect treatment and repairs	☒	☐	☐
(19) Cranes and related systems	☐	☐	☐
(20)	☐	☐	☐
(21)	☐	☐	☐
(22) All other items and systems.	☐	☐	☐

- D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

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- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

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- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to:

(a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

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indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☐ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

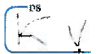
26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

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health or safety of an ordinary person, except: _____

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

- A. The brokers to this lease are:

Principal Broker: _____

Avignon RealtyAgent: **Jennifer Tran**Address: **1818 E. Pioneer Pkwy. #106****Arlington, TX 76010**Phone & Fax: **(512)771-7637**E-mail: **jennifertran.avignon@gmail.com**License No.: **0481271**

Cooperating Broker: _____

Agent: _____

Address: _____

Phone & Fax: _____

E-mail: _____

License No.: _____

Principal Broker: (Check only one box)

☒ represents Landlord only.☐ represents Tenant only.☐ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

- B.
- Fees:**

- ☒ (1) Principal Broker's fee will be paid according to: (Check only one box).
- ☐ (a) a separate written commission agreement between Principal Broker and:
☐ Landlord ☐ Tenant.
- ☒ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

- ☐ (2) Cooperating Broker's fee will be paid according to: (Check only one box).
- ☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant.
- ☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: **Pegasus Investors LLC**Address: **4712 Sea Hawk St. Grand Prairie, tx 75052**

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Phone: _____ Fax: _____
and a copy to: _____

Address: _____

Phone: _____ Fax: _____

☐ Landlord also consents to receive notices by e-mail at: _____

Tenant at the leased premises,
and a copy to: _____

Address: _____

Phone: _____ Fax: _____

☐ Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS:

(WATER IS NOT DRINKABLE) (NON -POTABLE WATER) NO PETROLEUM PRODUCTS STORED OUTSIDE INCLUDING DIESEL OR FUEL HEATING OIL. DRIVEWAY SURFACE IS NOT SUITABLE FOR FORKLIFT OPERATIONS INCLUDING ANY AND ALL LAND KNOWN AS 870 N MAYHILL RD, DENTON TX 76208 AS SHOWN AS DENTON COUNTY TEXAS APPRAISAL DISTRICT RECORD.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

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- G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. **Force Majeure:** If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

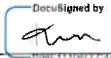
Landlord: **Pegasus Investors LLC**

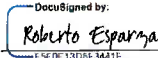
Tenant: **Esparza Custom Cabinets**

Mr. Roberto Esparza Mr. Nelson Esparza Mr. Francisco Esparza

By: **KIM VAN**

By: **ROBERTO ESPARZA**

By (signature): 
Printed Name: **Kim Van**
Title: _____ Date: _____

By (signature): 
Printed Name: **ROBERTO ESPARZA**
Title: _____ Date: **11/26/2019**

By: _____

By: **ROBESPARZA2101@GMAIL.COM**

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____



COMMERCIAL LEASE ADDENDUM FOR BROKER'S FEE

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED LANDLORD AND TENANT CONCERNING THE LEASED PREMISES AT 890, and 920 N Mayhill Rd, Denton, TX 76208

A. **Leasing Fees:** All leasing fees are earned when the above referenced lease is executed.

(1) Landlord/Owner will pay Principal Broker a leasing fee calculated and payable as follows:

☒ (a) 3.000 % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: one-half of such amount at the time Landlord and Tenant execute the lease and the remainder on the date the lease commences.

☐ (b) _____ % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: _____.

☐ (c) _____.

(2) _____ will pay Cooperating Broker a leasing fee calculated and payable as follows:

☐ (a) _____ % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: one-half of such amount at the time Landlord and Tenant execute the lease and the remainder on the date the lease commences.

☐ (b) _____ % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: _____.

☐ (c) _____.

B. **Renewal and Expansion Fees:** If Landlord and Tenant subsequently renew, extend, or expand the lease, including a new lease for more, less, or different space in the Property or in any other property owned, controlled, or managed by Landlord, the brokers will be paid the fees set forth below. The fees will be earned and payable when the extension, renewal, expansion, or new lease is executed or commences, whichever is earlier.

(1) Landlord/Owner will pay Principal Broker a renewal fee of:

☒ (a) 3.000 % of all base monthly rents to be paid for the term of the renewal, extension, or new lease and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease;

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☐ (b) _____ % of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

☐ (c) _____

(2) _____ will pay Cooperating Broker a renewal fee of:

☐ (a) _____ % of all base monthly rents to be paid for the term of the renewal, extension, or new lease and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease;

☐ (b) _____ % of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

☐ (c) _____

C. **Fees in the Event of a Sale:** If, during any time the lease is in effect or during any time Tenant occupies the leased premises, including any extension, renewal, or expansion, Tenant agrees to purchase the leased premises or Property by oral or written agreement or option, brokers will be paid the additional fees set forth below. The additional fees will be earned at the time Landlord and Tenant enter into an agreement for the sale, purchase, or option for the leased premises or Property, and are payable at the time the sale or purchase closes.

(1) **Landlord/Owner** _____ will pay Principal Broker an additional fee of:

☒ (a) 3.000 % of the sales price for the purchase.

☐ (b) _____

(2) **Landlord/Owner** _____ will pay Cooperating Broker an additional fee of:

☒ (a) 3.000 % of the sales price for the purchase.

☐ (b) _____

D. **County:** All fees under this addendum are payable in Tarrant County, Texas.

E. **Attorney's Fees:** If Landlord, Tenant, or any broker is a prevailing party in any legal proceeding brought as a result of a dispute under this addendum or any transaction related to or contemplated by this addendum, such party will be entitled to recover from the non-prevailing parties all costs of such proceeding, prejudgment interest, and reasonable attorney's fees.

F. **Special Provisions:**

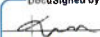
Addendum for Broker's Fee concerning 890, and 920 N Mayhill Rd, Denton, TX 76208

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

Landlord: Pegasus Investors LLC

7240 Herboso Grand Prairie, Texas 75054

By: KIM VAN

By (signature): 
Printed Name: Kim Van
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

Principal Broker:

Broker / Company Name: Avignon Realty

By (signature):  License No. 0490247
Printed Name: Jennifer Tran
Title: Agent License No. 0481271

Esparza Custom Cabinets

Tenant: _____

2101 Paisley St. Denton TX 76209

By: ROBERTO ESPARZA

By (signature): 
Printed Name: ROBERTO ESPARZA
Title: _____

By: ROBESPARZA2101@GMAIL.COM

By (signature): _____
Printed Name: _____
Title: _____

Cooperating Broker:

Broker / Company Name: _____

License No. _____
By (signature): _____
Printed Name: _____
Title: _____ License No. _____



COMMERCIAL LEASE GUARANTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2010

GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 890, and 920 N Mayhill Rd, Denton, TX 76208 between
Pegasus Investors LLC (Landlord) and
Mr. Roberto Esparza Mr. Nelson Esparza Mr. Francisco Esparza (Tenant).

- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor (whether one or more) guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantors will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is responsible for any property damage to the leased premises or Property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantor guarantees Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantor waives any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. Each Guarantor is jointly and severally liable for all provisions of this guaranty. This guaranty is binding upon Guarantor's heirs, executors, administrators, successors, and assigns. Filing for bankruptcy by Tenant will not diminish Guarantor's obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantor authorizes Landlord to obtain a copy of any consumer or credit report of Guarantor from any consumer reporting agency and to verify relevant information related to Guarantor's creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Guarantor will provide Guarantor's current financial information (balance sheet and income statement) to Landlord within 30 days after request by Landlord. Landlord may request the financial information no more frequently than once every 12 months.
- G. Special Provisions:

Guarantor:

Signature: Roberto Esparza
Printed Name: **Roberto Esparza**
Address: **2101 Paisley St**
Denton TX 76209
Phone: _____ Fax: _____
SS# or Tax ID#: _____ Date: 11/26/2019
N/A

Witness: _____

Guarantor:

Signature: _____
Printed Name: **Nelson Esparza**
Address: _____
Phone: _____ Fax: _____
SS# or Tax ID#: _____ Date: _____

Witness: _____

Historical Tax Records



DAWN WAYE
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Duplicate Receipt

Property Account Number:
126411DEN

Statement Date: 5/8/26
Owner: 24K HOLDINGS LLC
Mailing Address: 4305 Belle Dr
Flower Mound TX 75022

Property Location: 0000870 N MAYHILL RD
Acres: 3.5026
Legal: A0417A M. FORREST
TR 238
3.5026 ACRES
O I D DCAD TR 1A(7) B I K B

Exemptions:
Receipt #: 47110233

Deposit #: 202203019898-2021/Web

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2021	CITY OF DENTON	\$435,309.00	0.565823	3/1/22	\$2,463.08	\$221.68
2021	DENTON ISD	\$435,309.00	1.362000	3/1/22	\$5,928.91	\$533.60
2021	DENTON COUNTY	\$435,309.00	0.233086	3/1/22	\$1,014.64	\$91.31

BASE TAX \$9,406.63
PENALTY & INTEREST \$846.59
TOTAL PAID \$10,253.22

Remitted By: Pascal Aghyarian
4305 Belle Dr
Flower Mound TX 75022

Payment Type: CHECK
Check #: 100238660584

Remaining Amount Due As of 5/8/26
0.00

Receipt 5/8/26

Pascal Aghyarian
4305 Belle Dr
Flower Mound TX 75022

**DAWN WAYE**

DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Duplicate Receipt

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126411DEN

Statement Date: 5/8/26
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4305 Belle Dr
Mailing Address: Flower Mound TX 75022

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BASE TAX \$9,406.63
PENALTY & INTEREST \$846.59
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4305 Belle Dr
Flower Mound TX 75022

Payment Type: CHECK
Check #: 100238660584

Remaining Amount Due As of 5/8/26
0.00

Receipt 5/8/26

Pascal Aghyarian
4305 Belle Dr
Flower Mound TX 75022

**DAWN WAYE**

DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Duplicate Receipt

Property Account Number:
126411DEN

Statement Date: 5/8/26
Owner: 24K HOLDINGS LLC
Mailing Address: 1417 Gables Ct
Plano TX 75075

Property Location: 0000870 N MAYHILL RD
Acres: 3.5026
Legal: A0417A M. FORREST
TR 238
3.5026 ACRES
OLD DCCAD TR 1A(7) BK B

Exemptions:
Receipt #: 47110230

Deposit #: 202401309827-2023/Web

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2023	CITY OF DENTON	\$686,000.00	0.560682	1/30/24	\$3,846.28	\$0.00
2023	DENTON ISD	\$686,000.00	1.159200	1/30/24	\$7,952.11	\$0.00
2023	DENTON COUNTY	\$686,000.00	0.189485	1/30/24	\$1,299.87	\$0.00

BASE TAX \$13,098.26

TOTAL PAID \$13,098.26

Remitted By: Pascal Aghyarian
1417 Gables Ct
Plano TX 75075

Payment Type: CHECK
Check #: 100289240430

Remaining Amount Due As of 5/8/26
0.00

Receipt 5/8/26

Pascal Aghyarian
1417 Gables Ct
Plano TX 75075

**DAWN WAYE**

DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Duplicate Receipt**Property Account Number:****126411DEN****Statement Date:** 5/8/26**Owner:** 24K HOLDINGS LLC**Mailing Address:** 12005 ford rd
DALLAS TX 75234**Property Location:** 0000870 N MAYHILL RD**Acres:** 3.5026**Legal:** A0417A M. FORREST

TR 238

3.5026 ACRES

OLD DCAD TR 1A(7) BK B

Exemptions:

Receipt #: 47110229

Deposit #: 202501311476-2024/Web

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2024	CITY OF DENTON	\$786,886.00	0.585420	1/31/25	\$4,606.59	\$0.00
2024	DENTON ISD	\$786,886.00	1.156900	1/31/25	\$9,103.48	\$0.00
2024	DENTON COUNTY	\$786,886.00	0.187869	1/31/25	\$1,478.31	\$0.00

BASE TAX \$15,188.38**TOTAL PAID \$15,188.38**

Remitted By:

Admin expenses
12005 ford rd
DALLAS TX 75234

Payment Type:

CHECK

Check #:

100318934717

Remaining Amount Due As of 5/8/26**0.00****Receipt 5/8/26**

Admin expenses
12005 ford rd
DALLAS TX 75234



DAWN WAYE
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Duplicate Receipt

Property Account Number:
126411DEN

Statement Date: 5/8/26
Owner: 24K HOLDINGS LLC
Mailing Address: 1417 Gables Ct
Plano Tx 75075

Property Location: 0000870 N MAYHILL RD
Acres: 3.5026
Legal: A0417A M. FORREST
TR 238
3.5026 ACRES
OLD DCCAD TR 1A(7) B1 K R

Exemptions:
Receipt #: 47110228

Deposit #: 202601302957-2025/Web

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2025	CITY OF DENTON	\$723,873.00	0.595420	1/30/26	\$4,310.08	\$0.00
2025	DENTON ISD	\$723,873.00	1.206900	1/30/26	\$8,736.42	\$0.00
2025	DENTON COUNTY	\$723,873.00	0.185938	1/30/26	\$1,345.95	\$0.00

BASE TAX \$14,392.45

TOTAL PAID \$14,392.45

Remitted By: Pascal Aghyarian
1417 Gables Ct
Plano Tx 75075

Payment Type: CHECK
Check #: 100347854799

Remaining Amount Due As of 5/8/26
0.00

Receipt 5/8/26

Pascal Aghyarian
1417 Gables Ct
Plano Tx 75075

870 N Mayhill Rd, Denton, TX 76208-3967, Denton County



APN: R126411 CLIP: 8651168041



Beds N/A	Full Baths N/A	Half Baths N/A	MLS List Price \$3,500	MLS List Date 03/20/2024
MLS Sq Ft 1,200	Lot Sq Ft 152,573	MLS Yr Built 2023	Type RES-NEC	

OWNER INFORMATION

Owner Name	24k Holdings LLC	Tax Billing Zip	75234
Tax Billing Address	12005 Ford Rd Ste 533	Tax Billing Zip+4	7698
Tax Billing City & State	Dallas, TX	Owner Occupied	No

LOCATION INFORMATION

Location City	Denton	Census Tract	214.14
School District	Denton ISD	Carrier Route	R051
School District Code	S05	Within 250 Feet of Multiple Flood Z one	No
Subdivision	M Forrest		

TAX INFORMATION

Tax ID	R126411	% Improved	37%
Alternate Tax ID	A0417A00002380000	Block	B
Parcel ID	R126411		
Legal Description	A0417A M. FORREST, TR 238, 3.50 26 ACRES, OLD DCAD TR 1A(7) B LK B		

ASSESSMENT & TAX

Assessment Year	2025	2024	2023
Assessed Value - Total	\$723,873	\$786,886	\$686,000
Assessed Value - Land	\$457,720	\$457,720	\$457,720
Assessed Value - Improved	\$266,153	\$329,166	\$228,280
YOY Assessed Change (\$)	-\$63,013	\$100,886	
YOY Assessed Change (%)	-8.01%	14.71%	
Market Value - Total	\$723,873	\$786,886	\$686,000
Market Value - Land	\$457,720	\$457,720	\$457,720
Market Value - Improved	\$266,153	\$329,166	\$228,280
Tax Year	Total Tax	Change (\$)	Change (%)
2023	\$13,098		
2024	\$15,188	\$2,090	15.96%
2025	\$14,392	-\$796	-5.24%
Jurisdiction	Tax Amount	Tax Type	Tax Rate
City Of Denton	\$4,310.08	Actual	.59542
Denton County	\$1,345.95	Actual	.18594
Denton ISD	\$8,736.42	Actual	1.2069
Total Estimated Tax Rate			1.9883

CHARACTERISTICS

Land Use - Corelogic	Tax: Residential (NEC) MLS: Ware house	Total Building Sq Ft	1,200
Land Use - State	Commercial	Stories	1
Land Use - County	Commercial	# of Buildings	1
Building Type	Residential	Roof Material	Metal
Estimated Lot Acres	3.5026	Foundation	Slab
Estimated Lot Sq Ft	152,573	Exterior	Metal
Building Sq Ft	1,200	Year Built	Tax: 2009 MLS: 2023

FEATURES

Feature Type	Unit	Size/Qty	Year Built	Value
Main Area	S	1,200	2009	\$64,968

Main Area	S	1,200	2009	\$64,968
Main Area	S	1,200	2009	\$64,968
Main Area	S	1,200	2009	\$64,968

SELL SCORE

Rating	N/A	Value As Of	N/A
Sell Score	N/A		

ESTIMATED VALUE

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal. This represents an estimated sale price for this property. It is not the same as the opinion of value in an appraisal developed by a licensed appraiser under the Uniform Standards of Professional Appraisal Practice.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

RENTAL TRENDS

Estimated Value	2590	Cap Rate	0.5%
Estimated Value High	4042	Forecast Standard Deviation (FSD)	0.56
Estimated Value Low	1138		

(1) Rental Trends is a CoreLogic® derived value and should be used for informational purposes only. Rental Trends is not intended to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to landlords.

(2) The FSD denotes confidence in a Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion a Rental Trends estimate will fall within, based on the consistency of the information available at the time of estimation. The FSD can be used to create confidence that the displayed value has a statistical degree of certainty.

LISTING INFORMATION

MLS Listing Number	20565464	MLS Current List Price	\$3,500
MLS Status	Active	MLS Orig. List Price	\$3,500
MLS Status Change Date	03/20/2024	MLS Pending Date	03/20/2024
MLS Area (MLS)	DENTON	MLS Listing Agent	0546099-Charles Horton
MLS Listing Date	03/20/2024	MLS Listing Broker	THE MICHAEL GROUP REAL EST ATE

MLS Listing #	20242899
MLS Status	Active
MLS Listing Date	01/20/2023
MLS Orig Listing Price	\$2,276,950
MLS Listing Price	\$1,750,000

LAST MARKET SALE & SALES HISTORY

Recording Date	02/02/2021	05/10/2018	07/18/2017	04/05/2004	00/2004
Buyer Name	24k Holdings LLC	Pegasus Invs	Van Kim T	Doyle Michael L & Mad elyn A	Doyle Michael L & Mad elyn A
Seller Name	Pegasus Investors LLC	Van Kim T	Doyle Michael L & Mad elyn A	Carrigan Leslie B & Judy A	Owner Record
Document Number	19304	52901	86956	42001	35313
Document Type	Special Warranty Deed	Deed Of Assumption	Warranty Deed	Rerecorded Deed	Deed (Reg)

Recording Date	
Buyer Name	Carrigan Leslie Boyce
Seller Name	
Document Number	1750-248
Document Type	Deed (Reg)

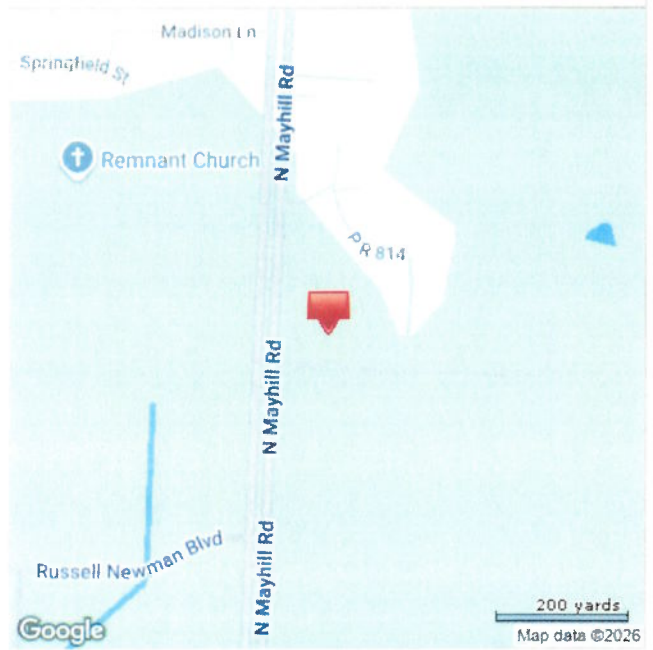
OWNER TRANSFER INFORMATION

Owner Name	24k Holdings LLC
------------	------------------

MORTGAGE HISTORY

Mortgage Date	02/02/2021	12/04/2019	07/18/2017
Mortgage Amount		\$50,000	\$400,000
Mortgage Lender	Citizens Natl Bk/Tx	Pointbank	Pointbank
Mortgage Code		Conventional	Conventional

PROPERTY MAP



Ownership & Vesting Documentation

Denton County
Juli Luke
County Clerk

Instrument Number: 19304

ERecordings-RP

WARRANTY DEED

Recorded On: February 02, 2021 12:47 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$46.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

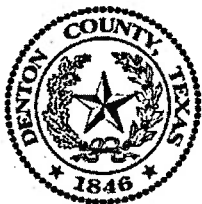
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 19304
Receipt Number: 20210202000542
Recorded Date/Time: February 02, 2021 12:47 PM
User: Joy R
Station: Station 19

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Fidelity National GF# 901227 03721

LB

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DENTON

§

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, and the further consideration of a certain promissory note of even date herewith in the principal amount as provided therein (the "Note"), executed by Grantee (hereinafter defined) and payable to the order of Citizen National Bank of Texas ("Lender"), the payment of which Note is secured by the vendor's lien retained herein, and is additionally secured by a deed of trust of even date herewith, executed by Grantee to Marvin E. Singleton, III, Trustee, for the benefit of Lender, PEGASUS INVESTORS, LLC, a Texas limited liability company ("Grantor"), hereby grants, bargains, sells and conveys to 24K HOLDINGS, L.L.C., a Texas limited liability company ("Grantee"), that certain real property located in the County of Denton, State of Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), together with all of Grantor's right, title and interest in and to the fixtures and improvements located on the Land (the "Improvements"), and together with all rights, privileges and easements appurtenant to the Land, all water, wastewater and other utility rights relating to the Land and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land, in each case to the extent assignable (the "Appurtenances") (the Land, Improvements and Appurtenances collectively referred to as the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions (the "Permitted Exceptions") set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, as aforesaid.

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS, without warranty express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting properties and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property.

To secure the payment of the Note, the vendor's lien and superior title are retained against the Property until the Note and all interest thereon is fully paid and satisfied according to its face, tenor, effect and reading, and Grantor, for value received from the Lender, as recited above, does hereby TRANSFER, ASSIGN, and SET OVER, without recourse, unto the Lender, its successors and assigns, said vendor's lien retained to secure the Note together with the superior title remaining in Grantor.

Ad valorem taxes for the year of this deed have been prorated; accordingly, by its acceptance of this Deed, Grantee assumes responsibility to pay all ad valorem taxes on the Property for such year and all subsequent years.

Grantee's Mailing Address: 12005 Ford Rd. #533, Dallas, Dallas County, Texas 75234.

Signature Page Follows

EXECUTED effective as of this 1 day of FEB, 2021.

GRANTOR:

Pegasus Investors, LLC,
a Texas limited liability company

BY: [Signature]
Kim Van
Managing Member

STATE OF TEXAS

COUNTY OF TARRANT

§
§
§

This instrument was acknowledged before me on the 1 day of FEB, 2021 by Kim Van, Managing Member of PEGASUS INVESTORS, LLC, a Texas limited liability company on behalf of PEGASUS INVESTORS, LLC, a Texas limited liability company

[Signature]
Notary Public, State of Texas

After recording, return to:
24K Holdings, L.L.C.
12005 Ford Rd. #533
Dallas, Texas 75234.

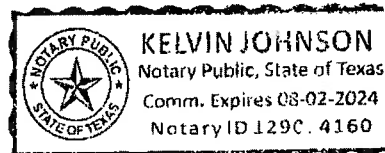


EXHIBIT "A"
LEGAL DESCRIPTION OF THE LAND

All that certain lot, tract or parcel of land lying and being situated in Denton County, Texas and being a part of the Moreau Forrest Survey, Abstract number 417 and also being all of that called 3.5026 acre tract of land described in deed to Michael L. Doyle and wife, Madelyn A. Doyle recorded in Instrument number 2004-35313, Real Property Records, Denton County, Texas and being more fully described by metes and bounds as follows,

BEGINNING at a P.K. nail set in Mayhill Road and being the Southwest corner of Tract 3 as described in deed to Betty Sue Thompson Wright recorded in Instrument number 2009-22520, Real Property Records, Denton County, Texas,

THENCE along the common line of said Tract 3 and this tract, South 89 degrees 32 minutes 08 seconds East, passing a capped iron rod found at 23.79 feet, continuing in all a total distance of 267.16 feet to a capped iron rod found,

THENCE continuing along said common line, South 87 degrees 16 minutes 05 seconds East, 105.59 feet to a 1/2 inch iron rod found in the West line of Tract I as described in deed to Daniel Ramirez, ET AL recorded in Instrument number 2009-142292, Real Property Records, Denton County, Texas,

THENCE along the common line of said Tract I and this tract, South 03 degrees 03 minutes 57 seconds West, passing the Southwest corner of said Tract I and the Northwest corner of Tract II as described in deed to Daniel Ramirez, ET AL recorded in Instrument number 2009-142292, Real Property Records, Denton County, Texas at 203.05 feet, continuing in all a total distance of 416.45 feet to a capped iron rod set stamped "KAZ" at the Southwest corner of said Tract II,

THENCE North 86 degrees 07 minutes 46 seconds West, 370.28 feet to a P.K. nail set in said May fill Road,

THENCE along said May fill Road, North 02 degrees 44 minutes 48 seconds East, 398.51 feet to the PLACE OF BEGINNING and containing 3.49 acres of land more or less.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Standby fees, taxes and assessments by any taxing authority for the year 2021 and subsequent years.
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
In favor of: General Telephone Company
Date: January 14, 1974
Recording No: January 14, 1974
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
In favor of: Merlin L. Moore and wife, Wanda L. Moore
Date: March 1, 1979
Recording No: Volume 940, Page 112, Deed Records, Denton County, Texas
5. Matters contained in that certain document
Entitled: Certificate of OSSF Requiring Maintenance
Executed by: Michael L. Doyle
Recording Date: May 10, 2010
Recording No: Clerk's File No. 2010-43846, Real Property Records, Denton County, Texas
6. Matters contained in that certain document
Entitled: Certificate of OSSF Requiring Maintenance
Executed by: Michael L. Doyle
Recording Date: March 28, 2013
Recording No: Clerk's File No. 2013-36319, Real Property Records, Denton County, Texas
7. Rights of the public to any portion of the Land lying within the area commonly known as MAYHILL ROAD.
8. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
Job No.: 170269
Dated: May 10, 2017
Prepared by: Kenneth A. Zollinger, Registered Professional Land Surveyor Number 5312
Matters shown: Rights of Third Parties in and to the overhead electric line(s) as shown; power pole(s) outside easement as shown
9. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
Job No.: 170269
Dated: May 10, 2017
Prepared by: Kenneth A. Zollinger, Registered Professional Land Surveyor Number 5312
Matters shown: fence encroaching as shown

Marketing & Listing History

870 N Mayhill Road, Denton, Texas 76208

MLS#: 20565464 **Active**
Property Type: Commercial Lease

870 N Mayhill Road Denton, TX 76208
SubType: Industrial

LP: \$3,500
OLP: \$3,500
Low List Price:



Low LP: \$/Gr SqFt: \$.06
Subdivision: M Forrest
County: Denton
Country: United States
Parcel ID: [R126411](#)
Lot: **Block:**
Legal: A0417A M. FORREST, TR 238, 3.5026 ACRES, OLD DCAD
Spcl Tax Auth: **PID:**

Bldg SF: 1,200/Owner
Yr Built: 2023/Owner/Unknown
Lot SqFt: 54,450
Lot Dim:
Adult Community: **Will Subdiv:** Yes
Gross SqFt: 54,450
Zoning: R1
Units: 1
Acres: 1.250
#Stories: 1

General Information

Gross Income:	\$0	Leasable SqFt:	1,200	Avg Monthly Lease:
Net Income:	\$0	Leasable Space:	4	Spaces Leased:
Annual Expenses:	\$0	Lease Expire Date:		Occupancy Rate:

Features

Building Use:	Other	Ceiling Height:	11 to 14 Feet
Inclusions:	Land & Improvements	Flooring:	Concrete
Lot Size/Acre:	1 to < 3 Acres	Heating:	None
Topography:		Owner Pays:	
Rd Front Desc:		Tot Ann Exp Inc:	
Tenant Pays:	All Utilities	Lease Desc:	
Foundation:	Slab	Possession:	Negotiable
Construction:	See Remarks		
Roof:	Metal		
Freight Doors:			
Street/Utilities:	Electricity Available, None		
Showing:	Appointment Only, No Sign		
Parking/Garage:	Enclosed, Gated, Off Street, Oversized, Secured		

Remarks

Property Description: Location. Location. Location. 1200 square foot building with fenced yard storage lot. Yard has roller gate. level flat site with a screened panel fence and single access gate. Building has single restroom.
Public Driving Directions: google maps is accurate to the location.

Lease Information

Possession:	Negotiable	Lease Term:		Min Lse Rt (SF/MO):
Gross Income:	\$0	Leasable SqFt:	1,200	Avg Monthly Lease:
Net Income:	\$0	Leasable Space:	4	Spaces Leased:
Annual Expenses:	\$0	Lease Expire Date:		Occupancy Rate:
Seller Concessions:				

Agent/Office Information

CDOM: 776	DOM: 776	LD: 03/20/2024	XD: 11/30/2026
List Type: Exclusive Right To Lease			
List Off: The Michael Group Real Estate (MIGR02HU) 817-577-9000	LO Fax: 817-577-9004	Brk Lic: 0520106	
LO Addr: 1845 Precinct Line Rd. Hurst, Texas 76054	LO Email: kern@themichaelgroup.com		
List Agt: Charles Horton (0546099) 469-363-0209	LA Cell: 469-363-0209	LA Fax: 866-941-6591	
LA Email: info@charlesmhorton.com	LA Othr:	LA/LA2 Texting:	
LA Website: https://www.charlesmhorton.com	LO Sprvs: Kern Coleman (0504220) 214-692-6400		
Off Web:			

Showing Information

Call: Agent	Appt: 469-363-0209	Owner Name: 24k Holdings
Keybox #: 0000	Keybox Type: None	
Show Instr:		
Show Allowed: Yes		
Show Srvc: None		
Showing: Appointment Only, No Sign		

Prepared By: Charles Horton The Michael Group Real Estate on 05/05/2026 17:35

Information Deemed Reliable, but not Guaranteed. Copyright: 2026 NTREIS.

870 N Mayhill Rd



Industrial - Denton Submarket
Denton, TX 76208

4,800
SF RBA

3.5
AC Lot

2010
Built

1,200
Available SF

\$11 - 13
CoStar Est. Industrial Rent

\$1.75M
Sale Price

\$364.58
Price/SF

Space Details

Last updated on April 17, 2026

Available	1,200 SF Industrial				
Suite	1				
Floor	Partial 1st				
Floor Contig	1,200 SF	Rent	Withheld	Type	Direct
Bldg Contig	1,200 SF	CoStar Est	\$10.52 - 12.86/SF (Industrial)	Term	Negotiable
Occupancy	Vacant			Time on Mar...	4 Months 18 Days
Build-Out	Shell Space	Drive Ins	2 tot.		
Space Features	Yard				

Space Notes

For Lease – Contractor Yard + Shop/Warehouse – Denton, TX

870 N Mayhill Rd | \$4,000/month | Private Gated Yard + Office + Shop

Now available for lease – a turnkey contractor yard and shop space in Denton with everything your business needs to operate efficiently and securely. Each unit offers a dedicated ¾-acre screened yard with 8-foot privacy fencing, its own automatic gate access, and a versatile building ideal for office, warehouse, or light industrial use.

Property Features:

Private screened yard (approx. ¾ acre) with dedicated gated entry

Metal building with 1 private restroom

Electrical service in place

Secure site layout ideal for contractors, landscapers, small fleet storage, equipment staging, etc.

Only one other tenant on site – low-traffic setup

Located inside Denton city limits with proximity to I-35 and Loop 288

Lease Terms:

\$4,000/month

3% annual rent increases

Owner pays property taxes and insurance

This is a rare opportunity to secure a ready-to-go yard lease with strong infrastructure, private access, and no shared yard use.

Contact us today for a showing — space is limited to 4 spaces and demand for secured yard setups like this remains strong.

Highlights

- Enclosed Yard for Equipment Storage
- Close to Downtown Denton, TX

Leasing Contacts



The Michael Gr...
1845 Precinct Lin...
Hurst, TX 76054
United States
(817) 577-9000 (p)
(817) 577-9004 (f)
<http://www.th...>



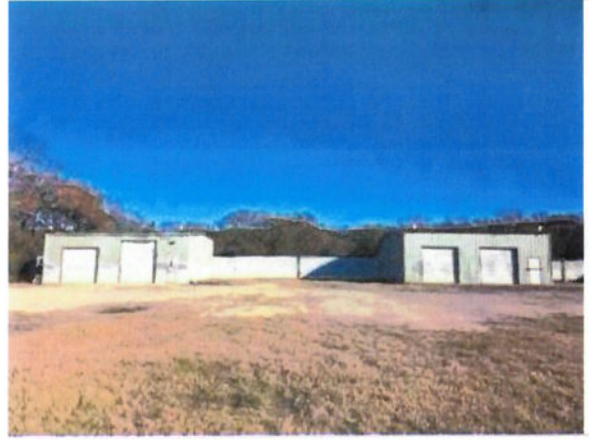
Charles & Laura Horton

Broker Associates
(469) 363-0209 (p)
(469) 363-0209 (m)

info@chuckandlaurahorton.com



20251208_144935



20251208_144914



20251208_144939



20251208_144956



20230506_124039



20251208_145127



20251208_145130



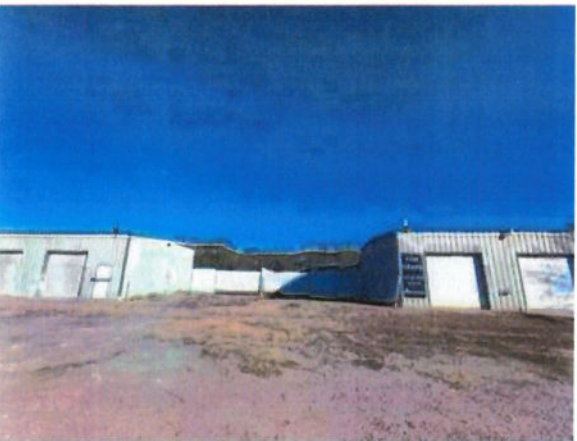
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20251208_145310



20251208_145325



20251208_145356

ACCOUNT 125333													
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CITY OF DENTON UTILITIES
 BATCH: 126169 CONSUMPTION YEAR-MONTH: 2018-06

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CYCLE: ALL PSEUDO G/L ACCOUNT

DEBIT CREDIT

=====				=====			
1000	00000600.1242.00000.000000	ELEC RECEIVABLE	44.20				
1001	00000600.2111.00000.000000	ELEC SALES TAX				2.76	
1002	00000600.2206.00000.000000	ELEC RESI MUNI TAX				0.61	
1008	00006000.5012.00000.004420	ELEC GENERAL SVC SMALL				33.04	
1132	00006000.5089.00002.004420	ELE TCRF COMMERCIAL				0.77	
1976	00006000.5090.00002.004420	ELEC ECA COMMERCIAL				7.02	
				=====	=====		
				44.20		44.20	

Utility	Balance Forward	No Bill	First	Final	Regular	Budget	Delay	Equal Payments
ELEC	0.00			1				0.00
MISC	0.00			1				0.00
=====								=====
	0.00							0.00
Total Bills:	1							

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DEBIT	CREDIT
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Utility	Balance Forward	No Bill	First	Final	Regular	Budget	Delay	Equal Payments
ELEC	0.00			1				0.00
MISC	0.00			1				0.00
	=====							=====
	0.00							0.00
Total Bills:	1							

CITY OF DENTON UTILITIES
 BATCH: 139828 CONSUMPTION YEAR-MONTH: 2021-03

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CYCLE: ALL PSEUDO G/L ACCOUNT

DEBIT

CREDIT

=====				=====	
1000	00000600.1242.00000.000000	ELEC RECEIVABLE	62.81		
1001	00000600.2111.00000.000000	ELEC SALES TAX			3.92
1002	00000600.2206.00000.000000	ELEC RESI MUNI TAX			0.87
1008	00006000.5012.00000.004420	ELEC GENERAL SVC SMALL			44.76
1976	00006000.5090.00002.004420	ELEC ECA COMMERCIAL			13.26
				=====	=====
				62.81	62.81

Utility	Balance	Forward	No Bill	First	Final	Regular	Budget	Delay	Equal	Payments
ELEC		319.58			1					0.00
MISC		0.00			1					0.00
=====										=====
										0.00
Total Bills:	1	319.58								

Dated Photographic Evidence

2013 - 2024

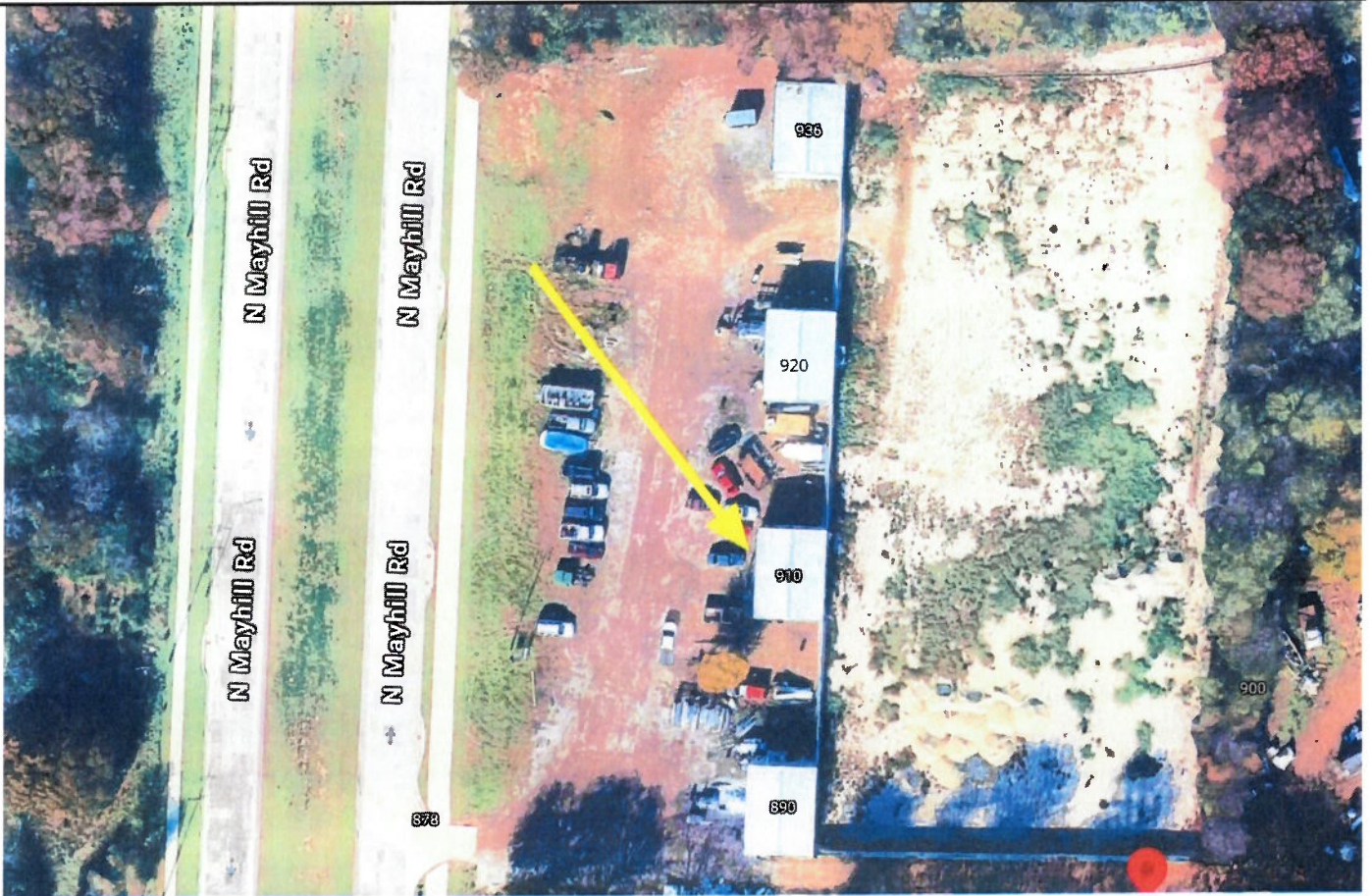






Supporting Property Documentation

Exhibit A





Beds N/A	Full Baths N/A	Half Baths N/A	MLS List Price \$3,500	MLS List Date 03/20/2024
MLS Sq Ft 1,200	Lot Sq Ft 152,573	MLS Yr Built 2023	Type RES-NEC	

OWNER INFORMATION

Owner Name	24k Holdings LLC	Tax Billing Zip	75234
Tax Billing Address	12005 Ford Rd Ste 533	Tax Billing Zip+4	7698
Tax Billing City & State	Dallas, TX	Owner Occupied	No

LOCATION INFORMATION

Location City	Denton	Census Tract	214.14
School District	Denton ISD	Carrier Route	R051
School District Code	S05	Within 250 Feet of Multiple Flood Zone	No
Subdivision	M Forrest		

TAX INFORMATION

Tax ID	R126411	% Improved	37%
Alternate Tax ID	A0417A00002380000	Block	B
Parcel ID	R126411		
Legal Description	A0417A M. FORREST, TR 238, 3.50 26 ACRES, OLD DCAD TR 1A(7) B LK B		

ASSESSMENT & TAX

Assessment Year	2025	2024	2023
Assessed Value - Total	\$723,873	\$786,886	\$686,000
Assessed Value - Land	\$457,720	\$457,720	\$457,720
Assessed Value - Improved	\$266,153	\$329,166	\$228,280
YOY Assessed Change (\$)	-\$63,013	\$100,886	
YOY Assessed Change (%)	-8.01%	14.71%	
Market Value - Total	\$723,873	\$786,886	\$686,000
Market Value - Land	\$457,720	\$457,720	\$457,720
Market Value - Improved	\$266,153	\$329,166	\$228,280
Tax Year	Total Tax	Change (\$)	Change (%)
2023	\$13,098		
2024	\$15,188	\$2,090	15.96%
2025	\$14,392	-\$796	-5.24%
Jurisdiction	Tax Amount	Tax Type	Tax Rate
City Of Denton	\$4,310.08	Actual	.59542
Denton County	\$1,345.95	Actual	.18594
Denton ISD	\$8,736.42	Actual	1.2069
Total Estimated Tax Rate			1.9883

CHARACTERISTICS

Land Use - Corelogic	Tax: Residential (NEC) MLS: Ware house	Total Building Sq Ft	1,200
Land Use - State	Commercial	Stories	1
Land Use - County	Commercial	# of Buildings	1
Building Type	Residential	Roof Material	Metal
Estimated Lot Acres	3.5026	Foundation	Slab
Estimated Lot Sq Ft	152,573	Exterior	Metal
Building Sq Ft	1,200	Year Built	Tax: 2009 MLS: 2023

FEATURES

Feature Type	Unit	Size/Qty	Year Built	Value
Main Area	S	1,200	2009	\$64,968

Main Area	S	1,200	2009	\$64,968
Main Area	S	1,200	2009	\$64,968
Main Area	S	1,200	2009	\$64,968

SELL SCORE

Rating	N/A	Value As Of	N/A
Sell Score	N/A		

ESTIMATED VALUE

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal. This represents an estimated sale price for this property. It is not the same as the opinion of value in an appraisal developed by a licensed appraiser under the Uniform Standards of Professional Appraisal Practice.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

RENTAL TRENDS

Estimated Value	2590	Cap Rate	0.5%
Estimated Value High	4042	Forecast Standard Deviation (FSD)	0.56
Estimated Value Low	1138		

(1) Rental Trends is a CoreLogic® derived value and should be used for informational purposes only. Rental Trends is not intended to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to landlords.

(2) The FSD denotes confidence in a Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion a Rental Trends estimate will fall within, based on the consistency of the information available at the time of estimation. The FSD can be used to create confidence that the displayed value has a statistical degree of certainty.

LISTING INFORMATION

MLS Listing Number	20565464	MLS Current List Price	\$3,500
MLS Status	Active	MLS Orig. List Price	\$3,500
MLS Status Change Date	03/20/2024	MLS Pending Date	03/20/2024
MLS Area (MLS)	DENTON	MLS Listing Agent	0546099-Charles Horton
MLS Listing Date	03/20/2024	MLS Listing Broker	THE MICHAEL GROUP REAL EST ATE

MLS Listing #	20242899
MLS Status	Active
MLS Listing Date	01/20/2023
MLS Orig Listing Price	\$2,276,950
MLS Listing Price	\$1,750,000

LAST MARKET SALE & SALES HISTORY

Recording Date	02/02/2021	05/10/2018	07/18/2017	04/05/2004	00/2004
Buyer Name	24k Holdings LLC	Pegasus Invs	Van Kim T	Doyle Michael L & Mad elyn A	Doyle Michael L & Mad elyn A
Seller Name	Pegasus Investors LLC	Van Kim T	Doyle Michael L & Mad elyn A	Carrigan Leslie B & Judy A	Owner Record
Document Number	19304	52901	86956	42001	35313
Document Type	Special Warranty Deed	Deed Of Assumption	Warranty Deed	Rerecorded Deed	Deed (Reg)

Recording Date	
Buyer Name	Carrigan Leslie Boyce
Seller Name	
Document Number	1750-248
Document Type	Deed (Reg)

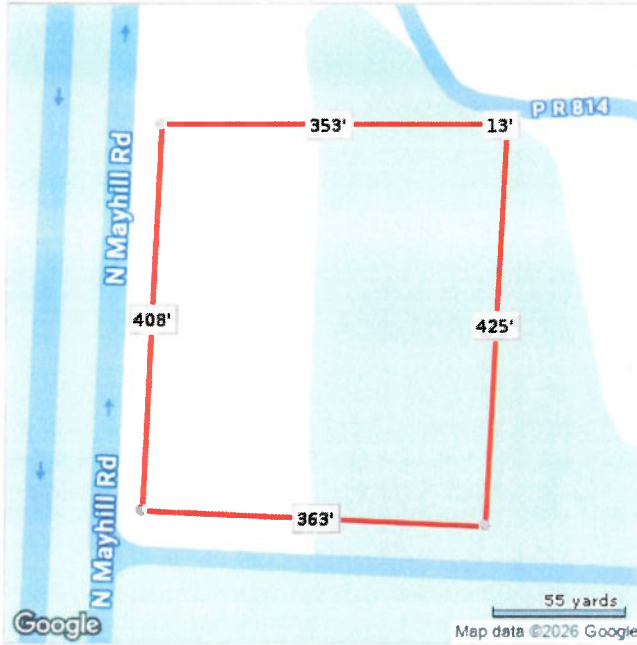
OWNER TRANSFER INFORMATION

Owner Name	24k Holdings LLC
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MORTGAGE HISTORY

Mortgage Date	02/02/2021	12/04/2019	07/18/2017
Mortgage Amount		\$50,000	\$400,000
Mortgage Lender	Citizens Natl Bk/Tx	Pointbank	Pointbank
Mortgage Code		Conventional	Conventional

PROPERTY MAP



*Lot Dimensions are Estimated

