

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (the "Lease") is made and entered into effective as of the 1st day of August, 2025 (the "Effective Date"), by and between:

LANDLORD:

Metroplex Commercial Properties, a Texas corporation

Having its principal place of business at 2500 McKinney Ave, Suite 1200, Dallas, Texas 75201, United States

(hereinafter referred to as "Landlord")

AND

TENANT:

Fig Leaf, Inc., a Delaware corporation

Having its principal place of business at 180 N. Michigan Ave, Suite 4700, Chicago, IL 60611 (hereinafter referred to as "Tenant")

(Landlord and Tenant are hereinafter collectively referred to as the "Parties" and individually as a "Party").

RECITALS:

A. Landlord is the owner of certain real property commonly known as Highland Park Village shopping mall, located in Highland Park, Texas (the "Shopping Center"), and desires to lease a portion thereof to Tenant.

B. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, certain premises within the Shopping Center, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS AND BASIC LEASE PROVISIONS

1.1. **Definitions.** For the purposes of this Lease, the following terms shall have the meanings ascribed to them below:

- **"Shopping Center":** The entire parcel of real property owned by Landlord, including all buildings, common areas, parking facilities, and other improvements thereon, generally known as Highland Park Village shopping mall.
- **"Premises":** That certain space located within the Shopping Center, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, comprising approximately 2,800 rentable square feet, together with a proportionate share of the Common Areas.
- **"Common Areas":** All areas within the Shopping Center that are designated by Landlord from time to time for the common use or benefit of tenants, their employees, customers,

and invitees, including, but not limited to, parking lots, sidewalks, driveways, landscaped areas, lighting, common restrooms (if any), and service corridors, but specifically excluding any areas leased exclusively to other tenants.

- **"Term"**: The period commencing on the Commencement Date and expiring on the Expiration Date, unless sooner terminated in accordance with the provisions of this Lease.
- **"Commencement Date"**: The earlier of (a) the date Tenant opens for business to the public in the Premises, or (b) November 1, 2025.
- **"Expiration Date"**: The date that is ten (10) years from the Commencement Date.
- **"Base Rent"**: The fixed annual rent payable by Tenant to Landlord, as set forth in Section 4.1.
- **"Additional Rent"**: All sums, charges, or amounts (other than Base Rent) required to be paid by Tenant under this Lease, including, without limitation, Tenant's Share of Operating Expenses, taxes, utilities, insurance, and other charges.
- **"Rent"**: Collectively, Base Rent and Additional Rent.
- **"Tenant's Share"**: A fraction, the numerator of which is the rentable square footage of the Premises and the denominator of which is the total rentable square footage of all leased premises in the Shopping Center, as determined by Landlord. Initially, Tenant's Share is estimated to be 1.85%. Landlord reserves the right to recalculate Tenant's Share periodically based on actual square footage.
- **"Operating Expenses"**: All costs and expenses incurred by Landlord in connection with the ownership, operation, maintenance, repair, replacement, and management of the Shopping Center and the Common Areas, including, without limitation, real estate taxes, assessments, insurance premiums, utilities for Common Areas, common area lighting, janitorial services for Common Areas, landscaping, security, snow removal, management fees, administrative fees, repairs and replacements to structural components and systems of the Shopping Center, and amortization of capital expenditures as further defined in Section 5.3.
- **"Hazardous Materials"**: Any substance, material, waste, pollutant, or contaminant that is or becomes regulated by any Environmental Law, including, without limitation, petroleum products, asbestos, PCBs, and any other substance defined as "hazardous" or "toxic" under any Environmental Law.
- **"Environmental Laws"**: Any federal, state, or local law, statute, ordinance, rule, regulation, order, or decree now or hereafter in effect relating to environmental protection, public health and safety, hazardous substances, or natural resources.
- **"Force Majeure"**: Any act of God, war, terrorism, civil commotion, riot, embargo, fire, flood, explosion, earthquake, extreme weather conditions, epidemic, pandemic (including any government-mandated shutdown or restriction related thereto), strike, lockout, or other labor disturbance, governmental action, or any other cause beyond the reasonable control of the affected Party.

ARTICLE 2. LEASE OF PREMISES; CONDITION

2.1. Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, together with the non-exclusive right to use the Common Areas, subject to the terms and conditions of this Lease.

2.2. Condition of Premises. Tenant acknowledges that it has inspected the Premises and accepts the Premises in "AS-IS, WHERE-IS" condition, with all faults, as of the Effective Date, subject to Landlord's obligations, if any, set forth in **Exhibit B** (Landlord's Work) attached hereto. Tenant further acknowledges that Landlord has made no representations or warranties regarding the condition of the Premises or its suitability for Tenant's intended use, except as expressly set forth herein.

ARTICLE 3. TERM

3.1. Commencement and Expiration. The Term of this Lease shall commence on the Commencement Date and shall expire on the Expiration Date, unless sooner terminated in accordance with the provisions of this Lease.

3.2. Holding Over. If Tenant remains in possession of the Premises after the expiration or earlier termination of the Term without a new written agreement with Landlord, Tenant shall be deemed a tenant at sufferance. During any such holdover period, Tenant shall pay monthly rent equal to one hundred fifty percent (150%) of the Base Rent and Additional Rent payable during the last month of the Term, prorated on a daily basis, and shall be subject to all other terms and conditions of this Lease, insofar as applicable. Such holding over shall not be construed as extending or renewing the Term.

ARTICLE 4. RENT

4.1. Base Rent. Tenant shall pay to Landlord annual Base Rent in the following amounts:

- **Years 1-3:** \$117,600.00 per annum (approx. \$42.00/RSF), payable in equal monthly installments of \$9,800.00.
- **Years 4-6:** \$129,360.00 per annum (approx. \$46.20/RSF), payable in equal monthly installments of \$10,780.00.
- **Years 7-10:** \$142,296.00 per annum (approx. \$50.82/RSF), payable in equal monthly installments of \$11,858.00.

Monthly installments of Base Rent shall be due and payable in advance on the first day of each calendar month during the Term, without demand, deduction, or set-off.

4.2. Additional Rent. In addition to Base Rent, Tenant shall pay all Additional Rent as and when due under this Lease. All amounts of Additional Rent shall be estimated by Landlord and paid monthly in advance, concurrently with the Base Rent, subject to annual reconciliation as provided herein.

4.3. Proration. If the Commencement Date or Expiration Date falls on a day other than the

first or last day of a calendar month, respectively, the Rent for such partial month shall be prorated on a daily basis.

4.4. Late Charges; Interest. If any installment of Rent or any other payment due from Tenant is not received by Landlord within five (5) days after its due date, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount, or the maximum amount permitted by law, whichever is less, to cover the administrative costs and inconvenience to Landlord caused by such late payment. In addition to the late charge, any overdue amount shall bear interest from the due date until paid at the lesser of (a) twelve percent (12%) per annum or (b) the maximum non-usurious rate allowed by applicable law.

4.5. Rent Payments. All payments of Rent shall be made to Landlord at its address set forth herein, or to such other address as Landlord may designate in writing from time to time.

ARTICLE 5. OPERATING EXPENSES; TAXES; UTILITIES; INSURANCE

5.1. Tenant's Share of Operating Expenses. Commencing on the Commencement Date, Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of Operating Expenses for each calendar year or portion thereof falling within the Term.

5.2. Estimate and Reconciliation of Operating Expenses. Landlord shall provide Tenant with an annual estimate of Operating Expenses for each calendar year. Tenant shall pay its estimated Tenant's Share of such Operating Expenses in equal monthly installments, in advance, on the first day of each month. Within one hundred twenty (120) days following the end of each calendar year, Landlord shall provide Tenant with a statement showing the actual Operating Expenses for such year. If Tenant's estimated payments for the preceding year were less than the actual Tenant's Share of Operating Expenses, Tenant shall pay the deficiency to Landlord within thirty (30) days of receipt of such statement. If Tenant's estimated payments exceeded the actual Tenant's Share of Operating Expenses, Landlord shall credit the overpayment against the next ensuing installments of Additional Rent, or, if the Term has expired, refund the overpayment to Tenant within thirty (30) days.

5.3. Exclusions from Operating Expenses. Notwithstanding anything to the contrary, Operating Expenses shall not include:

- (a) Costs of capital improvements to the Shopping Center, except for those capital improvements that are primarily for the purpose of reducing Operating Expenses or complying with governmental requirements, which may be amortized over their useful life (as determined by Landlord in accordance with sound accounting principles) and included in Operating Expenses;
- (b) Depreciation of the Shopping Center or equipment therein;
- (c) Interest, principal payments, or other costs of financing the Shopping Center;
- (d) Costs of repairs or replacements to the extent covered by insurance proceeds received by Landlord;
- (e) Costs of leasing commissions, tenant allowances, or other expenses incurred in

connection with the leasing of space to other tenants;

(f) Costs of renovating or preparing space for new tenants;

(g) Costs of marketing or promotional activities for the Shopping Center not directly related to general operation and maintenance;

(h) Penalties or fines incurred by Landlord due to its violation of any law;

(i) Costs related to the sale or financing of the Shopping Center;

(j) Costs of environmental remediation not caused by Tenant; and

(k) Costs of any service or utility directly metered and paid for by Tenant.

5.4. Real Estate Taxes. Tenant shall pay, as Additional Rent, Tenant's Share of all real estate taxes, assessments, and governmental charges, general or special, ordinary or extraordinary, foreseen or unforeseen, levied or assessed against the Shopping Center and its improvements, including any taxes on Landlord's personal property used in the operation of the Shopping Center. Landlord shall provide an estimate and reconciliation for taxes in a similar manner as Operating Expenses.

5.5. Utilities. Tenant shall be solely responsible for and shall pay directly to the applicable utility providers all charges for utilities serving the Premises, including, but not limited to, electricity, gas, water, sewer, telephone, internet, and data services. If any utility is not separately metered to the Premises, Landlord shall reasonably determine Tenant's pro rata share of such utility based on rentable square footage, usage, or other reasonable methodology, and Tenant shall pay such amount as Additional Rent. Landlord shall not be liable for any interruption or failure of utility services to the Premises.

5.6. Insurance.

(a) Landlord's Insurance. Landlord shall maintain, at Tenant's Share of the cost as part of Operating Expenses: (i) commercial general liability insurance for the Common Areas and the Shopping Center, with limits of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 in the aggregate; and (ii) property insurance covering the Shopping Center (excluding Tenant's Alterations and personal property) against "all risk" of physical loss or damage, including flood and earthquake (if commercially available at reasonable rates), in an amount equal to the full replacement cost.

(b) Tenant's Insurance. Tenant, at its sole cost and expense, shall maintain throughout the Term:

(i) Commercial General Liability Insurance: With limits of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 in the aggregate, naming Landlord and any parties designated by Landlord as additional insureds. This policy shall cover premises, operations, contractual liability, and products/completed operations.

(ii) Property Insurance: Covering all of Tenant's personal property, trade fixtures, inventory, and all Alterations (as defined in Section 7.1) within the Premises, against "all risk" of physical loss or damage, in an amount equal to the full replacement cost.

(iii) Business Interruption Insurance: In an amount sufficient to cover at least twelve (12) months of Base Rent and Additional Rent.

(iv) Workers' Compensation Insurance: As required by applicable law.

(c) **Certificates of Insurance.** Tenant shall provide Landlord with certificates of insurance evidencing the required coverage prior to the Commencement Date and annually thereafter. All policies shall provide for at least thirty (30) days' prior written notice to Landlord of any cancellation or material change.

(d) **Waiver of Subrogation.** Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents, or representatives of the other, for any loss or damage to property or business occurring within the Shopping Center, whether or not such loss or damage is caused by the negligence of the other Party, to the extent such loss or damage is covered by insurance actually carried and paid for by the waiving Party. The Parties shall cause their respective insurance policies to contain a clause stating that such waiver of subrogation shall not invalidate the policy.

ARTICLE 6. USE OF PREMISES; COMPLIANCE WITH LAWS

6.1. **Permitted Use.** Tenant shall use the Premises solely for the retail sale of high-end apparel, accessories, and curated home goods, and for no other purpose without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Tenant shall operate its business in a first-class manner consistent with the overall character and quality of the Shopping Center.

6.2. **Compliance with Laws.** Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state, county, and municipal governments and their departments, commissions, boards, and officers, and any national or local board of fire underwriters, insurance rating organization, or other body exercising similar functions, which may be applicable to the Premises, Tenant's use thereof, or the conduct of Tenant's business, including, without limitation, the Americans with Disabilities Act (ADA), and all Environmental Laws. This obligation includes, but is not limited to, any modifications or alterations to the Premises required for such compliance, regardless of the cost thereof, unless such modifications or alterations are to the structural components or Common Areas and are required for the Shopping Center as a whole, in which case Landlord shall be responsible, provided that Tenant shall be responsible for any such costs if the requirement arises specifically from Tenant's particular use or Alterations.

6.3. **Hazardous Materials.** Tenant shall not store, use, generate, or dispose of any Hazardous Materials on or about the Premises or the Shopping Center, except for quantities of commercially available products typically used in connection with the permitted use and in compliance with all Environmental Laws. Tenant shall immediately notify Landlord of any release or threatened release of Hazardous Materials on or about the Premises. Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and environmental investigation and remediation costs) arising out of or in connection with any Hazardous Materials brought onto the Premises or the Shopping Center by Tenant or its agents, employees, or contractors.

ARTICLE 7. ALTERATIONS; MAINTENANCE AND REPAIRS

7.1. Alterations by Tenant. Tenant shall not make any alterations, additions, or improvements to the Premises ("Alterations") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed for non-structural Alterations that do not affect the exterior appearance or structural integrity of the Shopping Center. All Alterations shall be performed in a good and workmanlike manner, in accordance with plans and specifications approved by Landlord, using licensed contractors approved by Landlord, and in compliance with all applicable laws and building codes. All Alterations shall become part of the Premises and the property of Landlord upon installation, except for Tenant's movable trade fixtures, equipment, and personal property.

7.2. Removal of Alterations. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, remove all of its personal property, trade fixtures, and equipment from the Premises. Additionally, Landlord may, at its option, require Tenant to remove any Alterations and restore the Premises to its original condition, ordinary wear and tear excepted. If Tenant fails to perform such removal and restoration, Landlord may do so and charge the cost thereof to Tenant as Additional Rent.

7.3. Tenant's Maintenance and Repairs. Tenant, at its sole cost and expense, shall maintain the Premises (excluding the structural components of the building and the Common Areas, which are Landlord's responsibility as set forth below) in good order, condition, and repair, including, without limitation, the interior of the Premises, all non-structural walls, ceilings, floors, all Tenant's fixtures, equipment, and utility lines exclusively serving the Premises from the point of connection to the main building risers, and all doors, windows, and storefront. Tenant shall promptly make all necessary repairs and replacements.

7.4. Landlord's Maintenance and Repairs. Landlord shall maintain in good order, condition, and repair the structural components of the building comprising the Premises (including the roof, foundation, exterior walls, and load-bearing columns), and the Common Areas of the Shopping Center. Landlord shall not be responsible for any repairs necessitated by the negligence or willful misconduct of Tenant or its agents, employees, or contractors.

ARTICLE 8. ASSIGNMENT AND SUBLETTING

8.1. No Assignment or Subletting Without Consent. Tenant shall not assign, sublet, transfer, encumber, or otherwise hypothecate this Lease or any interest therein, or permit any portion of the Premises to be occupied by anyone other than Tenant, without the prior written consent of Landlord in each instance, which consent may be withheld in Landlord's sole and absolute discretion. Any attempted assignment or subletting without Landlord's consent shall be null and void and constitute a default under this Lease.

8.2. Conditions for Consent. If Landlord grants its consent to an assignment or subletting, the following conditions shall apply:

- (a) Tenant shall remain primarily liable for all obligations under this Lease.
- (b) The assignee or sublessee shall assume in writing all obligations of Tenant under this Lease.
- (c) Any assignment or subletting shall be subject to the terms and conditions of this Lease.
- (d) Landlord shall be entitled to fifty percent (50%) of any "Excess Rent" received by Tenant from an assignee or sublessee, defined as any consideration (including rent) paid by the assignee or sublessee in excess of the Rent payable by Tenant hereunder.

8.3. Recapture Right. Notwithstanding anything to the contrary, in the event Tenant requests Landlord's consent to an assignment or subletting, Landlord shall have the right, exercisable within thirty (30) days after receipt of Tenant's request, to terminate this Lease as to the portion of the Premises proposed to be sublet or assigned, or as to the entire Premises if the proposed assignment or subletting is for the entire Premises. If Landlord elects to recapture, the Lease shall terminate on the proposed commencement date of the assignment or subletting, and the Parties shall be relieved of their respective obligations hereunder with respect to the recaptured portion.

ARTICLE 9. DEFAULTS AND REMEDIES

9.1. Events of Default by Tenant. The occurrence of any of the following shall constitute an "Event of Default" by Tenant:

- (a) Failure to pay any installment of Base Rent, Additional Rent, or any other sum due hereunder when due, and such failure continues for five (5) days after written notice from Landlord.
- (b) Failure to perform any other covenant, term, or condition of this Lease (other than payment of Rent) and such failure continues for thirty (30) days after written notice from Landlord; provided, however, if such default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences to cure within such period and thereafter diligently proceeds to cure to completion within a reasonable time, not to exceed ninety (90) days.
- (c) Tenant or any guarantor becoming insolvent, filing a petition in bankruptcy or for reorganization, or making an assignment for the benefit of creditors.
- (d) Any levy or attachment upon the Premises or Tenant's property thereon that is not released within sixty (60) days.
- (e) Abandonment of the Premises.

9.2. Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, Landlord shall have, in addition to any other remedies available at law or in equity, the following rights and remedies:

- (a) **Termination.** Landlord may terminate this Lease by giving written notice to Tenant. Upon such termination, Landlord may re-enter and take possession of the Premises without further notice or judicial process.
- (b) **Re-entry and Reletting.** Landlord may, with or without terminating this Lease, re-enter and take possession of the Premises, and relet all or any part thereof for such term and upon such conditions as Landlord may deem advisable. Tenant shall be liable for any deficiency between

the Rent payable under this Lease and the net proceeds from reletting, after deducting all expenses incurred by Landlord in re-entering, reletting, and making necessary alterations.

(c) **Damages.** Landlord may recover from Tenant all damages incurred by reason of the Event of Default, including, without limitation, unpaid Rent, the cost of recovering the Premises, the cost of any Alterations or repairs necessary to relet the Premises, reletting commissions, and the present value of the difference between the Rent for the remainder of the Term and the fair market rental value of the Premises for the remainder of the Term.

(d) **Self-Help.** If Tenant fails to perform any of its obligations under this Lease, Landlord may, after giving reasonable notice (except in emergencies), perform such obligations on behalf of Tenant, and Tenant shall reimburse Landlord for all costs incurred, plus an administrative fee of fifteen percent (15%), as Additional Rent, within ten (10) days of demand.

9.3. No Waiver. No delay or omission by Landlord in exercising any right or remedy shall be construed as a waiver of such right or remedy or of any future default. No express waiver shall affect any default other than the default specified in the waiver.

ARTICLE 10. DESTRUCTION OF PREMISES

10.1. Partial Destruction. If the Premises are damaged by fire or other casualty to an extent that the Premises are not rendered wholly untenable, Landlord shall, with reasonable diligence, repair such damage at its expense, provided that such repairs can be completed within one hundred eighty (180) days from the date of the casualty. During such repair period, the Rent shall be abated in proportion to the portion of the Premises rendered untenable.

10.2. Substantial Destruction; Election to Terminate. If the Premises are rendered wholly untenable, or if the Shopping Center is damaged to the extent that, in Landlord's reasonable judgment, it is not economically feasible to repair, or if the damage cannot be repaired within one hundred eighty (180) days from the date of the casualty, Landlord may elect to terminate this Lease by giving written notice to Tenant within sixty (60) days after the date of the casualty. If Landlord so terminates, Rent shall be abated as of the date of the casualty. If Landlord does not elect to terminate, Landlord shall repair the damage with reasonable diligence, and Rent shall be abated during the period of repair.

10.3. Tenant's Obligation. Tenant shall repair or replace its personal property, trade fixtures, and Alterations.

ARTICLE 11. EMINENT DOMAIN

11.1. Total Taking. If the entire Premises or the entire Shopping Center is taken by eminent domain or condemnation, this Lease shall terminate as of the date of such taking, and Rent shall be abated as of said date.

11.2. Partial Taking. If a portion of the Premises is taken by eminent domain or condemnation, and the remaining portion is not reasonably suitable for Tenant's continued use, Tenant may elect to terminate this Lease by written notice to Landlord within thirty (30) days of the taking.

If Tenant does not elect to terminate, or if a portion of the Shopping Center (but not the Premises) is taken, Landlord shall restore the remaining Premises or Shopping Center, to the extent feasible, and the Base Rent shall be equitably abated based on the portion of the Premises taken or the impact on Tenant's business.

11.3. Awards. All compensation awarded for any taking of the Premises or the Shopping Center shall belong to Landlord. Tenant shall have no claim to any part of such award, except for any separate award made to Tenant for its relocation expenses, loss of business goodwill, or the value of its personal property or trade fixtures, provided such award does not diminish Landlord's award.

ARTICLE 12. INDEMNIFICATION

12.1. Tenant's Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord, its agents, employees, and contractors from and against any and all claims, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with: (a) the use or occupancy of the Premises by Tenant or its agents, employees, contractors, or invitees; (b) any breach or default by Tenant under this Lease; (c) any injury or death to persons or damage to property occurring within the Premises, except to the extent caused by the gross negligence or willful misconduct of Landlord; and (d) any activities of Tenant in the Common Areas.

12.2. Landlord's Indemnification. Landlord shall indemnify, defend, and hold harmless Tenant, its agents, employees, and contractors from and against any and all claims, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with: (a) the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors within the Shopping Center; and (b) any breach or default by Landlord under this Lease.

ARTICLE 13. SUBORDINATION; NON-DISTURBANCE AND ATTORNMEN

13.1. Subordination. This Lease shall be subordinate to any mortgage, deed of trust, or other instrument of financing now or hereafter placed upon the Shopping Center by Landlord, without the necessity of any further act or instrument on the part of Tenant.

13.2. Attornment. In the event of a foreclosure or exercise of any power of sale under any such mortgage or deed of trust, or in the event of any other transfer of Landlord's interest in the Shopping Center, Tenant shall attorn to and recognize the new owner as Landlord under this Lease, and this Lease shall continue in full force and effect between Tenant and the new owner, provided such new owner agrees in writing not to disturb Tenant's possession so long as Tenant is not in default hereunder.

13.3. Non-Disturbance. Landlord shall use commercially reasonable efforts to obtain a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") from the holder of any

present or future mortgage or deed of trust encumbering the Shopping Center, substantially in the form of **Exhibit C** attached hereto, ensuring that in the event of a foreclosure, Tenant's possession of the Premises will not be disturbed so long as Tenant is not in default hereunder.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1. **Notices.** All notices, demands, or other communications required or permitted under this Lease shall be in writing and shall be deemed duly given: (a) when delivered personally; (b) one (1) business day after being sent by nationally recognized overnight courier service; or (c) three (3) business days after being deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth above, or to such other address as a Party may designate by written notice to the other.

****To Landlord:****

Metroplex Commercial Properties
2500 McKinney Ave, Suite 1200
Dallas, Texas 75201
Attention: Legal Department

****With a copy to (which shall not constitute notice):****

Jones & Associates LLP
1500 Main Street, Suite 500
Dallas, Texas 75201

****To Tenant:****

Fig Leaf, Inc.
180 N. Michigan Ave, Suite 4700
Chicago, IL 60611
Attention: Legal Department

****With a copy to (which shall not constitute notice):****

Smith & Miller, Attorneys at Law
200 N. LaSalle Street, Suite 1000
Chicago, IL 60601

14.2. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

14.3. **Entire Agreement.** This Lease, including all Exhibits attached hereto, constitutes the

entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether written or oral.

14.4. **Amendments.** No amendment, modification, or waiver of any provision of this Lease shall be effective unless in writing and signed by both Landlord and Tenant.

14.5. **Severability.** If any provision of this Lease is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.6. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

14.7. **Attorneys' Fees.** If either Party institutes any action or proceeding against the other to enforce or interpret any provision of this Lease, the prevailing Party in such action or proceeding shall be entitled to recover from the non-prevailing Party its reasonable attorneys' fees and costs.

14.8. **Brokerage.** Landlord and Tenant each represent and warrant to the other that they have not dealt with any real estate broker or agent in connection with this Lease, other than Retail Space Solutions (representing Landlord) and Urban Commercial Advisors (representing Tenant). Each Party shall indemnify and hold harmless the other from and against any claims for brokerage commissions or fees arising out of its breach of this representation.

14.9. **Force Majeure.** If either Party is delayed or hindered in the performance of any act required hereunder by reason of Force Majeure, then the performance of such act shall be excused for the period of the delay, and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. However, this clause shall not excuse Tenant from its obligation to pay Rent or any other monetary obligations.

14.10. **Quiet Enjoyment.** Landlord covenants that, so long as Tenant pays the Rent and performs all of its covenants and agreements hereunder, Tenant shall peaceably and quietly have and enjoy the Premises for the Term, subject to the terms of this Lease.

14.11. **Estoppel Certificates.** Within ten (10) business days following Landlord's written request, Tenant shall execute and deliver to Landlord an estoppel certificate, in a form reasonably required by Landlord, certifying as to the status of this Lease, including, without limitation, the Commencement Date, Expiration Date, current Rent, any outstanding defaults, and any other matters reasonably requested by Landlord.

14.12. **Signage.** Tenant's exterior signage shall be subject to Landlord's prior written approval, which may be withheld in Landlord's sole discretion, and shall comply with all applicable laws and the Shopping Center's signage criteria, if any.

14.13. **Rules and Regulations.** Tenant shall comply with all reasonable rules and regulations

for the Shopping Center promulgated by Landlord from time to time, provided Tenant receives prior written notice thereof.

14.14. Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

- * Exhibit A: Description of Premises
- * Exhibit B: Landlord's Work
- * Exhibit C: Form of SNDA

IN WITNESS WHEREOF, the Parties have executed this Commercial Lease Agreement as of the Effective Date first written above.

LANDLORD:

METROPLEX COMMERCIAL PROPERTIES

By: _____

Name: Robert F. Peterson

Title: Vice President, Commercial Leasing

TENANT:

FIG LEAF, INC.

By: _____

Name: Sarah J. Chen

Title: Chief Operating Officer

EXHIBIT A

DESCRIPTION OF PREMISES

The space identified as **Suite 210** within the building commonly known as **Building 3** located at Highland Park Village shopping mall, Highland Park, Texas, comprising approximately 2,800 rentable square feet, as generally depicted on the floor plan attached hereto as Schedule A-1.

[Attach Schedule A-1: Floor Plan of Premises (Conceptual - a real lease would have a precise, to-scale drawing)]

EXHIBIT B

LANDLORD'S WORK

Landlord agrees to perform the following work ("Landlord's Work") in the Premises prior to the Commencement Date:

1. Deliver the Premises in "shell" condition, meaning a concrete floor, uninsulated exterior walls, and a roof, but no interior finishes, plumbing, electrical, or HVAC distribution.
2. Provide a demising wall separating the Premises from adjacent tenant spaces to code.
3. Bring utility stub-outs (water, sewer, electrical to main panel) to the perimeter of the Premises.
4. Provide a 400 amp, 208/120 volt, 3-phase electrical panel.
5. Install two (2) HVAC units with a combined capacity of 10 tons on the roof, ducted to a single thermostat location within the Premises. Tenant shall be responsible for all internal distribution.

All Landlord's Work shall be performed in a good and workmanlike manner and in compliance with all applicable building codes. Landlord shall use commercially reasonable efforts to complete Landlord's Work by October 15, 2025.

EXHIBIT C

FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (SNDA)

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is made as of August 1, 2025, by and among **Capital One Commercial Lending, N.A.** ("Lender"), Metroplex Commercial Properties ("Landlord"), and Fig Leaf, Inc. ("Tenant").

RECITALS:

- A. Landlord and Tenant have entered into that certain Commercial Lease Agreement dated as of August 1, 2025 (the "Lease"), concerning the Premises located at Highland Park Village shopping mall, Highland Park, Texas, as more particularly described in the Lease.
- B. Lender is the holder of a loan to Landlord (the "Loan") secured by a Deed of Trust (the "Security Instrument") encumbering the Shopping Center, including the Premises.

AGREEMENT:

1. **Subordination.** The Lease and all of Tenant's rights thereunder are and shall be subject and subordinate to the Security Instrument and all other documents now or hereafter evidencing or securing the Loan.
2. **Non-Disturbance.** So long as Tenant is not in default (beyond any applicable notice and cure periods) under the Lease, Lender agrees that Tenant's possession of the Premises under the Lease shall not be disturbed by Lender in the exercise of any of its rights under the Security Instrument or other loan documents, and the Lease shall continue in full force and effect.
3. **Attornment.** In the event of a foreclosure of the Security Instrument, or any transfer of Landlord's interest in the Shopping Center by judicial or non-judicial sale, deed in lieu of foreclosure, or otherwise, Tenant agrees to attorn to and recognize the purchaser or transferee as the new landlord under the Lease, and the Lease shall continue in full force

and effect as a direct lease between Tenant and such new landlord, upon all the terms, covenants, and conditions contained in the Lease.

4. **Lender Not Bound by Certain Acts.** Notwithstanding the foregoing, no new landlord (including Lender if it acquires title) shall be: (a) liable for any act or omission of any prior landlord (including Landlord herein); (b) subject to any offset or defense which Tenant may have against any prior landlord; (c) bound by any rent or additional rent which Tenant might have paid in advance to any prior landlord for a period in excess of one (1) month; (d) bound by any amendment or modification of the Lease made without Lender's written consent; or (e) bound by any obligation to complete any construction of the Premises or any improvements thereto (other than as expressly set forth in the Lease).
5. **Notices to Lender.** Tenant shall give Lender written notice of any default by Landlord under the Lease and a reasonable opportunity to cure such default, prior to Tenant exercising any remedies available to it under the Lease.

[Signatures of Lender, Landlord, and Tenant]