

### THIRD AMENDMENT TO GROUND LEASE

This THIRD AMENDMENT TO GROUND LEASE (this “Amendment”) is made and entered into as of this \_\_\_\_ day of June, 2026 (the “Effective Date”), by and between the CITY OF BRYAN, a Texas home-rule municipal corporation (“Landlord”), and SMBG BRYAN, LLC, a Texas limited liability company (“Tenant”). Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Ground Lease.

### WITNESSETH

WHEREAS, Landlord and Tenant are parties to that certain Ground Lease Agreement dated November 15, 2022 (the “Original Lease”), as amended by the First Amendment to the Ground Lease Agreement dated July 13, 2023 (the “First Amendment”), and as further amended by the Second Amendment to the Ground Lease Agreement dated October 8, 2024 (the “Second Amendment” and, together with the Original Lease and the First Amendment, the “Ground Lease”), pursuant to which Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, approximately six (6) acres of land located in Brazos County, Texas, being more particularly described in said Lease (the “Leased Premises”); and

WHEREAS, pursuant to Section 8.4.1 of the Ground Lease, Tenant was required to provide to Landlord reasonable evidence that Tenant has obtained Permitted Project Financing that, in Landlord’s Representative’s reasonable discretion, is sufficient to complete Tenant’s Project Improvements Work on or before December 28, 2023 (the “Permitted Project Financing Obligation”); and

WHEREAS, pursuant to Section 8.4.5 of the Ground Lease, Tenant was required to cause Substantial Completion and Commencement of Operations to occur on or before September 1, 2025 (the “Substantial Completion Obligation”); and

WHEREAS, by letter dated July 18, 2025, Landlord provided to Tenant notice that a Cessation of Work on the construction of the Project Improvement had occurred, thereupon triggering Tenant’s obligation under Section 9.10 of the Ground Lease to submit to Landlord, on or before August 18, 2025, a detailed written completion plan detailing measures that Tenant will implement to resume construction of the Project Improvements and achieve Substantial Completion (the “Completion Plan Obligation”); and

WHEREAS, as of the Effective Date, one or more Mechanic’s Liens have been filed against Landlord’s and/or Tenant’s interest in the Leased Premises in violation of Section 9.5 of the Ground Lease, which Mechanic’s Liens Tenant is obligated to cause to be satisfied or discharged of record or to prevent the enforcement thereof by injunction, payment, deposit, bond, order of court or otherwise (the “M&M Lien Obligation”, and, together with the Permitted Project Financing Obligation, the Substantial Completion Obligation, and the Completion Plan Obligation, the “Obligations”); and

WHEREAS, as of the Effective Date of this Amendment, Tenant has failed to satisfy the Obligations in accordance with the terms of the Ground Lease, which failures each constitute Events of Default under the Ground Lease (collectively the “Existing Defaults”); and

WHEREAS, in order to facilitate Tenant in its efforts to address the above-referenced Cessation of Work and achieve Substantial Completion, Landlord loaned to Tenant Two Million and No/100 Dollars (\$2,000,000.00) pursuant to the terms set forth in that certain Promissory Note dated July 18, 2024, executed by Landlord, as lender, and Tenant, as maker (the “Note”); and

WHEREAS, Landlord and Tenant mutually desire to amend the Ground Lease in accordance with the terms and provisions of this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landlord and Tenant agree as follows:

1. **Recitals**. All recitals contained above are true and accurate and hereby incorporated into this Amendment.

2. **Project Financing**. The following is added to the end of Section 8.4.1 of the Ground Lease.

“For the purposes of this Section 8.4.1, “reasonable evidence” shall mean written evidence satisfactory to Landlord in its reasonable discretion, which may include one (1) or more executed commitment letters, binding term sheets, fully underwritten loan approvals, evidence of available equity contributions, or such other documentation as Landlord may deem sufficient, in each case, to the extent such documentation confirms that the offered Permitted Project Financing is real, committed, and sufficient in amount and availability to pay all costs necessary to achieve Substantial Completion and satisfy all Mechanic’s Liens affecting the Project.”

3. **Existing Defaults; No Cure or Waiver**. Tenant acknowledges the existences of the Existing Defaults and agrees that, but for the forbearance of Landlord, Landlord would be entitled to pursue its remedies against Tenant under the Ground Lease. Tenant further agrees that the Existing Defaults are not cured or waived by reason of Landlord’s execution of this Amendment. Landlord is only agreeing to the provisions of this Amendment to forbear from the exercise of its remedies on the terms set forth herein, which remedies have arisen or may arise because of the Existing Defaults, and upon termination of the Forbearance Period, Landlord shall remain entitled to pursue any and all of its remedies which have arisen or may arise because of the Existing Defaults.

4. **Forbearance**. Landlord hereby agrees that, during the period (the “Forbearance Period”) from and including the Effective Date to and including the Forbearance Termination Date (defined below), it will not exercise any rights or remedies under the Ground Lease arising from the Existing Defaults. Tenant agrees that such forbearance shall not for any purpose be deemed to constitute a waiver of any Existing Default, or a waiver of any exercise of rights or remedies arising from any Existing Default at any time or from time to time after the end of the Forbearance Period,

or arising from any other default or Event of Default at any time. On the Forbearance Termination Date, Landlord's agreement to forbear from exercising its rights and remedies under the Ground Lease with respect to the Existing Defaults shall automatically cease and terminate and be of no further force and effect, at which time Landlord shall be entitled to exercise any and all remedies available under the Ground Lease or under applicable law; provided, however, if prior to the Forbearance Termination Date Tenant cures all Existing Defaults (other than with regard to the Substantial Completion Obligation) and complies fully with Sections 5, 6, 7 or 8 of this Amendment, then Landlord shall not be entitled to exercise such remedies with regard to such Existing Defaults. No failure on the part of Landlord to exercise, and no delay in exercising any right hereunder shall operate as a waiver of any such right nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. As used herein, the term "Forbearance Termination Date" means the earlier to occur of (A) the date that Tenant fails to perform or observe timely any covenant or agreement contained in this Amendment, or (B) the date that is ninety (90) days after the Effective Date.

5. **Note Guaranty.** As an inducement to Landlord to enter into this Amendment and as a condition of the Ground Lease, Tenant shall cause Mark Schulman, an individual ("Guarantor") to guarantee Tenant's payment and performance under the Note by executing the Guaranty Agreement attached hereto and incorporated herein as Exhibit G (the "Note Guaranty"). Such Note Guaranty shall be executed and delivered to Landlord on or before the Effective Date hereof.

6. **Project Plans.** On or before the Effective Date, Tenant shall deliver, or cause to be delivered, to Landlord copies of all Project Plans to the extent such Project Plans are in Tenant's possession or control.

7. **Interest Under the Note.** On or before the Effective Date, Tenant shall pay to Landlord all interest accrued but unpaid under the Note through the Effective Date, regardless of whether or not such interest is otherwise due and payable thereunder. Such payment shall be by wire transfer of immediately available federal funds to the account designated by Landlord for the payment of Rent under the Ground Lease, or such other account as Landlord shall designate in writing.

8. **Status Updates.** During the Forbearance Period, Tenant shall provide to Landlord periodic written status reports (the "Status Reports") regarding Tenant's efforts to cure each of the Existing Defaults, which Status Reports shall include reasonable detail, and supporting documentation, of such Tenant efforts. Tenant shall deliver such Status Reports to Landlord on a weekly basis each Monday by 5:00 p.m. Central Time, or at such other frequency as Landlord may designate in writing.

9. **Substantial Completion Deadline.** Contingent upon Tenant (i) curing all of the Existing Defaults (other than with regard to the Substantial Completion Obligation) in full on or before the Forbearance Termination Date and (ii) performing all of Tenant's obligations set forth in Sections 5, 6, 7 and 8 of this Amendment, the Substantial Completion Deadline is hereby extended to May 1, 2027; provided, however, in the event Tenant fails to comply with the foregoing clauses (i) or (ii), this Section 9 shall automatically become void and of no further force or effect.

10. **Release of Claims.** To induce Landlord to enter into this Amendment, Tenant and Guarantor hereby release, discharge and acquit forever Landlord and its agents, members, employees and counsel (in each case, past, present or future) from any and all liabilities, claims, defenses, demands, actions, causes of action, judgments, deficiencies, interest, liens, costs, or expenses (including court costs, penalties, attorneys' fees and disbursements and amounts paid in settlement) of any kind and character whatsoever, including claims for breach of contract, breach of commitment, negligent misrepresentation or failure to act in good faith, in each case whether now known or unknown, suspected or unsuspected, asserted or unasserted or primary or contingent, and whether arising out of written documents, underwritten undertakings, course of conduct, tort, violations of laws or regulations or otherwise, with respect to (i) any claims Tenant or Guarantor may have against Landlord under the Ground Lease, and (ii) the enforcement of Landlord's remedies with regard to the Existing Defaults in the event any such Existing Defaults are not cured in full prior to the expiration of the Forbearance Period.

11. **Brokers.** Tenant represents that Tenant has not directly dealt with any broker in connection with this Amendment and agrees to indemnify and hold Landlord harmless for all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through or under Tenant.

12. **Authority.** Tenant hereby represents and warrants to Landlord that (i) Tenant is duly organized and validly existing in good standing under applicable laws of the State of Texas, and possesses all licenses and authorizations necessary to carry on its business, (ii) Tenant has full power and authority to carry on its business, enter into this Amendment, and consummate the transaction contemplated by the Ground Lease, (iii) the individuals executing and delivering this Amendment on Tenant's behalf have been duly authorized to do so, (iv) the Ground Lease and this Amendment have been duly executed and delivered by Tenant, (v) the Ground Lease and Amendment constitute a valid, legal, binding and enforceable obligation of Tenant (subject to bankruptcy, insolvency or creditor rights laws generally, and principles of equity generally), (vi) the execution, delivery and performance of this Amendment by Tenant will not cause or constitute a default under, or conflict with, the organizational documents of Tenant or any agreement to which Tenant is a party, (vii) the execution, delivery and performance of this Amendment by Tenant will not violate any applicable law, and (viii) all consents, approvals, authorizations, orders or filings of or with any court or governmental agency or body, if any, required on the part of Tenant for the execution, delivery and performance of this Amendment have been obtained or made.

13. **Counterparts; Electronic Signatures.** This Amendment may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. Further, this Amendment may be executed by facsimile or by portable document format (.pdf) signature, such that execution of this Amendment by facsimile or by portable document format (.pdf) signature shall be deemed effective for all purposes as though this Amendment was executed as a "blue ink" original.

14. **Captions.** The captions of this Amendment are for convenience and reference only, and are not a part of this Amendment, and in no way amplify, define, limit, or describe the scope or intent of this Amendment, nor in any way affect this Amendment.

15. **Full Force and Effect**. The Ground Lease, as amended hereby, shall be and remain in full force and effect and is hereby ratified and confirmed by Landlord and Tenant. To the extent any of the terms and provisions of the Ground Lease are inconsistent with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

**LANDLORD:**

**CITY OF BRYAN, TEXAS,**  
a Texas home-rule municipal corporation

\_\_\_\_\_  
Bobby Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Brunner, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas A. Leeper, City Attorney

**TENANT:**

**SMBG BRYAN, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**JOINDER**

The undersigned Guarantor under the Note Guaranty hereby joins as a signatory to this Amendment for the purpose of consenting thereto, including but not limited to the waivers and acknowledgements by Guarantor set forth in Section 10 herein. Guarantor further agrees that, with regard to any dispute between Guarantor and Landlord regarding the provisions of the Amendment to which Guarantor is subject pursuant to this Joinder, Guarantor shall also be subject to Sections 28.8 and 28.9 of the Ground Lease.

**GUARANTOR:**

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**MARK SCHULMAN**

## EXHIBIT G

### GUARANTY AGREEMENT

WHEREAS, the execution of this Guaranty Agreement is a condition to the CITY OF BRYAN, a Texas home-rule municipal corporation (“Lender”), making or continuing to make a loan (the “Loan”) to SMBG BRYAN, LLC, a Texas limited liability company (“Borrower”), pursuant to that certain Promissory Note in favor of Lender, dated as of July 18, 2024, in the principal amount of up to \$2,000,000.00 (such Promissory Note as it may hereafter be amended, restated, supplemented or modified from time to time, is hereinafter referred to as the “Note”);

WHEREAS, the undersigned, MARK SCHULMAN, an individual (the “Guarantor”), indirectly owns a membership interest in Borrower and will benefit from the Loan;

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Guarantor hereby irrevocably and unconditionally guarantees to Lender the full and prompt payment and performance of the Guaranteed Indebtedness (hereinafter defined).

This Guaranty Agreement shall be upon the following terms:

1. The term “Guaranteed Indebtedness”, as used herein means all of Borrower’s payment obligations under the Note, including but not limited to repayment of the Principal Amount (as defined in the Note), payment of any interest accrued on such Principal Amount, and payment of any attorney fees or costs of collections payable by Borrower under the Note. The term “Guaranteed Indebtedness” shall include any and all post-petition interest and expenses (including attorneys’ fees) whether or not allowed under any bankruptcy, insolvency, or other similar law. As of the date of this Guaranty Agreement, the Obligations include, but are not limited to, the indebtedness evidenced by the Note and all renewals, extensions, amendments, increases, decreases or other modifications of any of the foregoing and all promissory notes given in renewal, extension, amendment, increase, decrease or other modification thereof.

2. This instrument shall be an absolute, continuing, irrevocable, and unconditional guaranty of payment and performance, and not a guaranty of collection, and Guarantor shall remain liable on its obligations hereunder until the payment and performance in full of the Guaranteed Indebtedness. No setoff, counterclaim, recoupment, reduction, or diminution of any obligation, or any defense of any kind or nature which Borrower may have against Lender or any other party, or which Guarantor may have against Borrower, Lender, or any other party, shall be available to, or shall be asserted by, Guarantor against Lender or any subsequent holder of the Guaranteed Indebtedness or any part thereof or against payment of the Guaranteed Indebtedness or any part thereof.

3. If Guarantor becomes liable for any indebtedness owing by Borrower to Lender by endorsement or otherwise, other than under this Guaranty Agreement, such liability shall not be in any manner impaired or affected hereby, and the rights of Lender hereunder shall be cumulative of any and all other rights that Lender may ever have against Guarantor. The exercise by Lender

of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.

4. In the event of default by Borrower in payment or performance of the Guaranteed Indebtedness, or any part thereof, when such Guaranteed Indebtedness becomes due, whether by its terms, by acceleration, or otherwise, Guarantor shall promptly pay the amount due thereon to Lender without notice or demand in lawful currency of the United States of America and it shall not be necessary for Lender, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Borrower or others liable on such Guaranteed Indebtedness, or to enforce any rights against any collateral which shall ever have been given to secure such Guaranteed Indebtedness. Until the Guaranteed Indebtedness is paid in full and a period of ninety (90) days has passed following such payment, Guarantor waives any and all rights it may now or hereafter have under any agreement or at law or in equity (including, without limitation, any law subrogating the Guarantor to the rights of Lender) to assert any claim against or seek contribution, indemnification or any other form of reimbursement from Borrower or any other party liable for payment of any or all of the Guaranteed Indebtedness for any payment made by Guarantor under or in connection with this Guaranty Agreement or otherwise. In addition, and not by way of limitation, Guarantor hereby waives to the maximum extent permitted by applicable law (a) all rights, remedies, claims and defenses based upon or related to §51.003, 51.004 and 51.005 of the Texas Property Code (as the same may be amended from time to time), to the extent that the same pertain or may pertain to any enforcement of this Guaranty Agreement, (b) Rule 31 of Texas Rules of Civil Procedure (as the same may be amended from time to time), (c) §17.001 of the Texas Civil Practice and Remedies Code (as the same may be amended from time to time) and (d) Chapter 43 of the Texas Civil Practice and Remedies Code (as the same may be amended from time to time).

5. If acceleration of the time for payment of any amount payable by Borrower under the Guaranteed Indebtedness is stayed upon the insolvency, bankruptcy, or reorganization of Borrower, all such amounts otherwise subject to acceleration under the terms of the Guaranteed Indebtedness shall nonetheless be payable by Guarantor hereunder forthwith on demand by Lender.

6. Guarantor hereby agrees that his obligations under this Guaranty Agreement shall not be released, discharged, diminished, impaired, reduced, or affected for any reason or by the occurrence of any event, including, without limitation, one or more of the following events, whether or not with notice to or the consent of Guarantor: (a) the taking or accepting of collateral as security for any or all of the Guaranteed Indebtedness or the release, surrender, exchange, or subordination of any collateral now or hereafter securing any or all of the Guaranteed Indebtedness; (b) any partial release of the liability of Guarantor hereunder, or the full or partial release of any other guarantor or obligor from liability for any or all of the Guaranteed Indebtedness; (c) any disability of Borrower, or the dissolution, insolvency, or bankruptcy of Borrower, Guarantor, or any other party at any time liable for the payment of any or all of the Guaranteed Indebtedness; (d) any renewal, extension, modification, waiver, amendment, or rearrangement of any or all of the Guaranteed Indebtedness or any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Indebtedness; (e) any adjustment, indulgence, forbearance, waiver, or compromise that may be granted or given by Lender to Borrower, Guarantor, or any other party ever liable for any or all of the Guaranteed

Indebtedness; (f) any neglect, delay, omission, failure, or refusal of Lender to take or prosecute any action for the collection of any of the Guaranteed Indebtedness or to foreclose or take or prosecute any action in connection with any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Indebtedness; (g) the unenforceability or invalidity of any or all of the Guaranteed Indebtedness or of any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Indebtedness; (h) any payment by Borrower or any other party to Lender is held to constitute a preference under applicable bankruptcy or insolvency law or if for any other reason Lender is required to refund any payment or pay the amount thereof to someone else; (i) the settlement or compromise of any of the Guaranteed Indebtedness; (j) the non-perfection of any security interest or lien securing any or all of the Guaranteed Indebtedness; (k) any impairment of any collateral securing any or all of the Guaranteed Indebtedness; (l) the failure of Lender to sell any collateral securing any or all of the Guaranteed Indebtedness in a commercially reasonable manner or as otherwise required by law; (m) any change in the corporate existence, structure, or ownership of Borrower; or (n) any other circumstance which might otherwise constitute a defense available to, or discharge of, Borrower or Guarantor.

7. Guarantor represents and warrants to Lender as follows:

(a) Guarantor has the power, authority and legal right to execute, deliver, and perform his obligations under this Guaranty Agreement and this Guaranty Agreement constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditor's rights.

(b) The execution, delivery, and performance by Guarantor of this Guaranty Agreement do not and will not violate or conflict with any law, rule, or regulation or any order, writ, injunction, or decree of any court, governmental authority, or arbitrator, and do not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any of the revenues or assets of Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license, or other instrument or agreement by which Guarantor or its properties is bound.

(c) No authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by Guarantor of this Guaranty Agreement or the validity or enforceability thereof.

(d) The value of the consideration received and to be received by Guarantor as a result of Lender making the Loan to Borrower and Guarantor executing and delivering this Guaranty Agreement is reasonably worth at least as much as the liability and obligation of Guarantor hereunder, and such liability and obligation and the Note have benefitted and may reasonably be expected to benefit Guarantor directly or indirectly.

(e) Guarantor represents and warrants to Lender that Guarantor is not insolvent, Guarantor's liabilities do not exceed his assets, and Guarantor will not be rendered insolvent by the execution and performance of this Guaranty Agreement.

(f) Guarantor hereby represents and warrants that Guarantor is a resident of, and has his primary domicile in, the State of Texas.

8. Guarantor covenants and agrees that, as long as the Guaranteed Indebtedness or any part thereof is outstanding or Lender has any commitment under the Note, Guarantor will observe the covenants set forth below:

(a) Guarantor will furnish promptly to Lender written notice of the occurrence of any default under this Guaranty Agreement or any default under the Note of which Guarantor has knowledge.

(b) Guarantor will furnish promptly to Lender such additional information concerning Guarantor as Lender may request.

(c) All covenants contained in the Note with respect to Guarantor are incorporated herein by reference as if set forth herein in full.

9. Guarantor hereby agrees that the Subordinated Indebtedness (as hereinafter defined) shall be subordinate and junior in right of payment to the prior payment in full of all Guaranteed Indebtedness, and Guarantor hereby assigns the Subordinated Indebtedness to Lender as security for the Guaranteed Indebtedness. If any sums shall be paid to Guarantor by Borrower or any other person or entity on account of the Subordinated Indebtedness, such sums shall be held in trust by Guarantor for the benefit of Lender and shall forthwith be paid to Lender without affecting the liability of Guarantor under this Guaranty Agreement. For purposes of this Guaranty Agreement, the term "Subordinated Indebtedness" means all indebtedness, liabilities, and obligations of Borrower to Guarantor, whether such indebtedness, liabilities, and obligations now exist or are hereafter incurred or arise, or whether the obligations of Borrower thereon are direct, indirect, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of the person or persons in whose favor such indebtedness, obligations, or liabilities may, at their inception, have been, or may hereafter be created, or the manner in which they have been or may hereafter be acquired by Guarantor.

10. No amendment or waiver of any provision of this Guaranty Agreement or consent to any departure by the Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by Lender. No failure on the part of Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

11. This Guaranty Agreement is for the benefit of Lender and its successors and assigns, and in the event of an assignment of the Guaranteed Indebtedness, or any part thereof, the rights and benefits hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Guaranty Agreement is binding not only on Guarantor, but on Guarantor's heirs and legal representatives.

12. Guarantor recognizes that Lender is relying upon this Guaranty Agreement and the undertakings of Guarantor hereunder in making extensions of credit to Borrower under the Note and further recognizes that the execution and delivery of this Guaranty Agreement is a material inducement to Lender in making the Loan. Guarantor hereby acknowledges that there are no conditions to the full effectiveness of this Guaranty Agreement.

13. This Guaranty Agreement is executed and delivered as an incident to a lending transaction negotiated, consummated, and performable in Brazos County, Texas, and shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding against Guarantor under or in connection with this Guaranty Agreement may be brought in any state or federal court in Brazos County, Texas, and Guarantor hereby irrevocably submits to the nonexclusive jurisdiction of such courts, and waives any objection he may now or hereafter have as to the venue of any such action or proceeding brought in such court. Guarantor agrees that service of process upon him may be made by certified or registered mail, return receipt requested, at his address specified on the signature page attached hereto. Nothing herein shall affect the right of Lender to serve process in any other manner permitted by law or shall limit the right of Lender to bring any action or proceeding against Guarantor or with respect to any of Guarantor's property in courts in other jurisdictions. Any action or proceeding by Guarantor against Lender shall be brought only in a court located in Brazos County, Texas.

14. Guarantor shall pay on demand all attorneys' fees and all other costs and expenses incurred by Lender in connection with the preparation, administration, enforcement, or collection of this Guaranty Agreement.

15. Guarantor hereby waives promptness, diligence, notice of any default under the Guaranteed Indebtedness, demand for payment, notice of acceptance of this Guaranty Agreement, presentment, notice of protest, notice of dishonor, notice of the incurring by Borrower of additional indebtedness, and all other notices and demands with respect to the Guaranteed Indebtedness and this Guaranty Agreement.

16. The Note, and all of the terms thereof, are incorporated herein by reference, the same as if stated verbatim herein, and Guarantor agrees that Lender may exercise any and all rights granted to it under the Note without affecting the validity or enforceability of this Guaranty Agreement. Any notices given hereunder shall be given in the manner provided by and to the addresses set forth in the Note.

17. Guarantor hereby represents and warrants to Lender that Guarantor has adequate means to obtain from Borrower on a continuing basis information concerning the financial condition and assets of Borrower and that Guarantor is not relying upon Lender to provide (and

Lender shall have no duty to provide) any such information to Guarantor either now or in the future.

18. Guarantor understands and agrees that (a) Lender's document retention policy involves the imaging of executed loan documents and the destruction of the paper originals, and (b) Guarantor waives any right that he may have to claim that the imaged copies of the Note are not originals.

**19. THIS GUARANTY AGREEMENT EMBODIES THE FINAL, ENTIRE AGREEMENT OF GUARANTOR AND LENDER WITH RESPECT TO GUARANTOR'S GUARANTY OF THE GUARANTEED INDEBTEDNESS AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE. THERE ARE NO ORAL AGREEMENTS BETWEEN GUARANTOR AND LENDER. THIS GUARANTY AGREEMENT MAY NOT BE AMENDED EXCEPT IN WRITING BY GUARANTOR AND LENDER.**

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

EXECUTED to be effective as of \_\_\_\_\_, 2026.

**GUARANTOR:**

\_\_\_\_\_  
MARK SCHULMAN, an individual

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ <sup>1</sup>

\_\_\_\_\_  
<sup>1</sup> NTD: Tenant to provide Guarantor's address.

**[SPOUSAL CONSENT<sup>2</sup>**

The undersigned is the spouse of MARK SCHULMAN, who is Guarantor under that certain Guaranty Agreement dated as of \_\_\_\_\_, 2026 (the "Guaranty"), and acknowledges and certifies: (i) he or she has read and understands the Guaranty; (ii) he or she consents to the terms of the Guaranty and Guarantor's execution, delivery and performance of it; (iii) he or she agrees to be jointly and severally bound by the terms of the Guaranty as a "Guarantor" and that Lender shall have recourse to my and my spouse's marital community and community assets to satisfy my spouse's obligations under the Guaranty; and (iv) he or she has had the opportunity to seek independent legal advice by counsel of his or her own selection and that he or she is satisfied as to the fairness of the Guaranty and this Spousal Consent.

Date: \_\_\_\_\_, 2026

\_\_\_\_\_  
\_\_\_\_\_, an individual]

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<sup>2</sup> NOTE: To be included if any Guarantor is married.