

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease Agreement (the "Amendment") is made and entered into as of April 24, 2017, by and between **Lake Forest-McKinney Investors, Ltd., a Texas limited partnership** ("Landlord"), and **McKinney Economic Development Corporation, a Texas nonprofit corporation and McKinney Community Development Corporation, a Texas nonprofit corporation** ("Tenant").

WITNESSETH

A. WHEREAS, Landlord and Tenant are parties to that certain lease dated September 26, 2011, as amended by First Amendment dated as of April 1, 2012 (the "Lease"), for Suite 110 containing approximately 5103 (mol) rentable square feet of space (the "Premises") located in the building (the "Building") commonly known as Valliance Plaza, 5900 South Lake Forest, McKinney, TX 75070;

B. WHEREAS, Tenant is in occupancy of the Premises under the terms of the Lease;

C. WHEREAS, Landlord and Tenant desire to amend and extend the Lease by providing for a new sixty-two (62) month term for the Premises above commencing July 1, 2017 and ending August 31, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the above recitals are incorporated herein by reference and the Lease is amended and extended as follows:

1. Extension and Renewal of Lease. Landlord and Tenant agree that the Lease is hereby extended and renewed for the Premises commencing July 1, 2017 (the "Commencement Date") and continuing for a sixty-two month (62) month term thereafter and ending at 11:59 PM CDT on August 31, 2022 (the "Expiration Date"). This new sixty-two (62) month term is referenced herein as the "Extended Term". All references in the Lease to the "Term" shall mean and include the Extended Term and any Option Term (as defined below), except as provided in this Amendment. Except as expressly provided in this Amendment, nothing in this Amendment shall modify, supersede or amend the Lease during or as applicable to its current Term, all of which provisions shall continue in effect for any period that includes the current Term expiring June 30, 2017. Tenant is currently in occupancy of the Premises and accordingly the provisions of the Lease for an Early Entry Period and the provisions for Estimated Delivery Date, are not applicable to the Extended Term or any Option Term under this Amendment.

2. Basic Rent; Base Year. The Basic Rent as set forth in the Basic Lease Information of the Lease is hereby amended, restated and superseded in its entirety with respect to the Extended Term as set forth below:

Basic Rent: (paid monthly on the 1st day of each calendar month commencing July 1, 2017 shall be the following amounts for the following periods of time during the Extended Term:

Period/Lease Month	Annual Basic Rent Per Rentable Square Foot in the Premises	Monthly Base Rent
Months 1-2	Basic Rent abated plus E **	\$0 plus E
Months 3-26	\$25.00 plus E	\$10,631.25 plus E
Months 27-38	\$25.50 plus E	\$10,843.88 plus E
Months 39-62	\$26.00 plus E	\$11,056.50 plus E

“E”: means Electrical Costs for the Building, based on Tenants Proportionate Share as provided in the Lease.

The Base Year under the Lease for the period of time beginning July 1, 2017 through the Expiration Date shall be the calendar year 2017.

In addition to Basic Rent, Tenant shall pay Landlord all Additional Rent in accordance with the terms of the Lease.

** Notwithstanding anything to the contrary herein, so long as there shall have been no Default by Tenant under this Lease beyond any applicable notice or cure periods, Tenant shall be entitled to an abatement of Basic Rent for the two (2) consecutive full calendar months of the Extended Term, beginning July 1, 2017 through August 31, 2017 (the “Rent Abatement Period”). Only Basic Rent shall be included in Abated Rent (defined below) for the Rent Abatement Period, and Electrical Costs, Excess Operating Costs and all other Additional Rent under the Lease shall remain due and payable during the Rent Abatement Period. The total amount of Basic Rent abated during the Rent Abatement Period shall be \$21,262.50 (the “Abated Rent”). If a Default occurs (following any applicable notice or cure periods) during the Extended Term, any Abated Rent not yet utilized shall be terminated and cancelled, and all applied Abated Rent shall be due and payable as a part of Landlord’s measure of damages.

3. Notices; Payment of Rent. Landlord’s Notice Address and Landlord’s Payment Address are set forth as follows: 204 North Robinson, Ste. 700, Oklahoma City, OK 73102, Attn: Mark L. Beffort, Facs: (405) 286-6129, or such other address as Landlord may provide to Tenant from time to time.

4. AS IS; No Tenant Improvement Allowance. Tenant accepts the Premises in its current condition, **AS IS**, and Tenant shall not be entitled to any Tenant Improvement Allowance or other improvements to be provided by Landlord for the Premises for or in consideration of this Amendment, except as expressly provided below. Landlord agrees to provide turnkey improvements to the Premises as set forth on Exhibit A attached hereto and incorporated herein, using Building standard materials. Landlord shall perform this work at such times and in such manner as Landlord shall determine, either before or within a reasonable time after the Commencement Date of the Extended Term, and Landlord shall have access at all times to the Premises in order to perform such work. No such construction or work above on the part of

Landlord shall entitle Tenant to any reduction or abatement of Rent, or give Tenant any claim against Landlord, its building manager or contractors.

6. Option to Renew. Provided the Lease is then in full force and effect and there is no uncured default hereunder, Tenant shall have one (1) option to extend and renew the Lease for a single, five (5) year period (the "Option Term") after the Extended Term, which extension and renewal shall commence immediately upon the expiration of the Extended Term. The option to renew shall be exercised by Tenant, if at all, by Tenant giving written notice to the Landlord (in the manner provided in this Lease for giving of notices), not later than one hundred eighty days (180) days prior to the Expiration Date of the Extended Term. If Tenant fails to give Landlord notice within the time period specified herein, this option to renew shall automatically become null and void. Basic Rent payable during the Option Term resulting from the proper exercise of the option by Tenant shall be the current "Prevailing Market Rental Rate" (plus in any event, Electrical Costs based on Tenants Pro Rate Share, Excess Operating Expenses and all other additional Rent). During the Option Term, all the provisions of this Lease shall be applicable (including without limitation payment of Rent) subject only to any different Basic Rent provided herein. For purposes hereof, the "Prevailing Market Rental Rate" shall mean the annual amount per rentable square foot that Landlord is then receiving for comparable space and term in the Building, taking into consideration the tenant inducements offered by Landlord for lease renewals of comparable space and term in the Building, but in any event not less than the Basic Rent last paid by Tenant for the last month of the Extended Term.

7. Tenant's Representations and Warranties. Tenant hereby represents, warrants and agrees that: (i) there exists no breach, default or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease; (ii) the Lease has not, except for this Amendment, been amended and the Lease, as amended herein, continues to be a legal, valid and binding agreement and obligation of Tenant and Tenant is not in default of any term or provision thereof; (iii) Tenant has no offset or defense to the performance or obligations of Tenant under the Lease; (iv) no amount is due from and no work by Landlord is to be performed regarding the Premises or tenant improvements except as set forth in this Amendment, and (v) Tenant has full right and authority to execute and deliver this Amendment and each person signing on behalf of Tenant is authorized to do so. For and in consideration of the additional sum of Ten Dollars (\$10.00) in hand paid, Tenant hereby waives and releases all demands, charges, claims, accounts or causes of action of any nature against Landlord or Landlord's employees or agents that have arisen out of or in connection with the Lease prior to the date of Tenant's signature of this Amendment.

8. Commission. A commission shall be paid by Landlord to Appian Commercial (Tenant's Broker) per a separate commission agreement.

9. Other Terms.

A. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations, agreements or inducements between the parties except as set forth herein in writing.

B. Except as herein expressly modified or amended, the provisions, conditions and terms

of the Lease shall remain unchanged and in full force and effect and the use, occupancy, payment of all Rent and all other terms and obligations under the Lease shall apply to the Premises and Tenant as set forth in the Lease as amended by this Amendment.

C. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. Under no circumstances shall this Amendment be deemed to grant Tenant any right to extend or renew the Lease except as expressly set forth herein.

D. Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Tenant has first executed and delivered the same to Landlord and Landlord has next executed and delivered the same to Tenant.

E. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein, except as any such capitalized terms that are redefined or first defined in this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

{Signature Page Follows}

LANDLORD:

Lake Forest-McKinney Investors, Ltd., a Texas limited partnership

By: RTOGP-Texas, LLC, its general partner

By: _____
Its Manager

TENANT:

**McKINNEY ECONOMIC DEVELOPMENT CORPORATION,
a Texas nonprofit corporation**

By: _____

Printed Name: _____

Its: President and CEO

TENANT:

**McKINNEY COMMUNITY DEVELOPMENT CORPORATION,
a Texas nonprofit corporation**

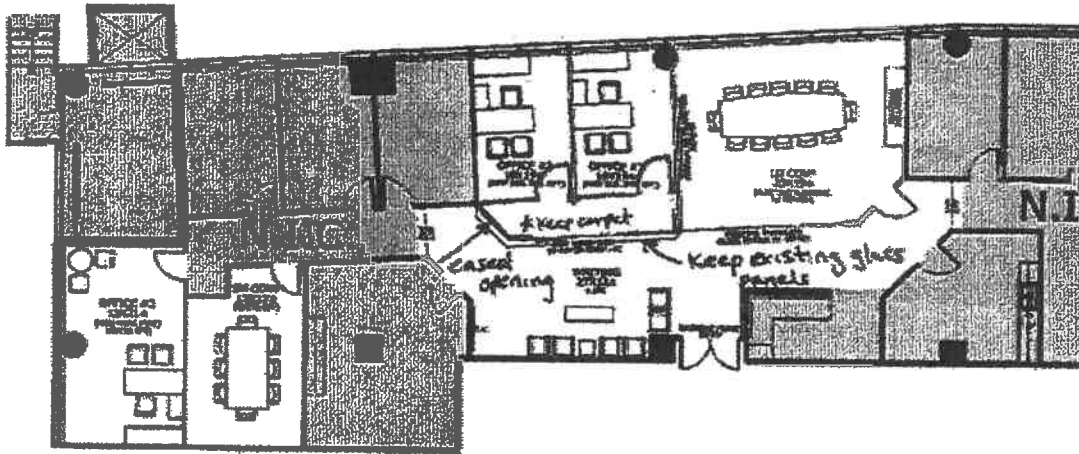
By: _____

Printed Name: _____

Its: President and CEO

Exhibit A- Premises Attached

Exhibit A



214.294.4444

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