

**SECOND AMENDMENT
TO LEASE AGREEMENT ("Amendment")
1910 N. Collins Blvd – Richardson, Texas**

THIS AMENDMENT, entered into this 13th day of October, 2016, by and between 1910 N Collins Medical, LP (hereinafter referred to as "LANDLORD") and BTDI JV, LLP (hereinafter referred to as "TENANT"),

WITNESSETH:

WHEREAS, LANDLORD and TENANT have entered into a certain Lease Agreement, dated the 23rd day of January, 2008 (hereinafter referred to as "Lease") wherein LANDLORD leased to TOUCHSTONE IMAGING of MESQUITE, L.P. ("TMI") certain Premises situated at 1910 N. Collins Blvd, in the City of Richardson, and State of Texas, as more particularly described in the Lease;

WHEREAS, LANDLORD and TMI entered into a 1st Amendment to Lease Agreement, dated 13th day of February, 2012 (hereinafter referred to as "First Amendment");

WHEREAS, TMI contributed its interest to a Joint Venture with Baylor Health Care System ("BHCS") to form TENANT, a Texas registered limited liability partnership and TMI assigned its interest in the Lease to TENANT on July 1, 2013.

WHEREAS, as of the date of this Amendment, TENANT is in possession of the Existing Premises and the Lease remains in full force and effect; and

WHEREAS, the Term is scheduled to expire on May 31, 2017; and

WHEREAS, TENANT desires to extend the Term for an additional Three (3) years, and Landlord is willing to extend the Term, subject to the terms of this Amendment;

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

AGREEMENT:

1. The recitals set forth hereinabove are incorporated herein by this reference.
2. The Lease is hereby amended as follows:
 - A. The Term is hereby extended through and including May 31, 2020 (which date shall be the "Expiration Date" as defined in the Lease), unless otherwise terminated pursuant to the terms of the Lease.
 - B. From and after June 1, 2017, the Minimum Annual Rent and Minimum Monthly Rent, payable as set forth in the Lease, shall be as follows:

Period	Minimum Annual Rent	Minimum Monthly Rent
June 1, 2017 – May 31, 2020	\$110,682	\$9,223.50

Tenant acknowledges, understands, and agrees that, in addition to the minimum rent as set forth above, Tenant shall remain responsible for all other charges set forth in the Lease throughout the duration of the Term as extended by this Amendment, including, without limitation, common area maintenance costs, taxes and insurance.

3. Exhibit A - "Landlord's Consideration" attached hereto is hereby made a part hereof.
4. Exhibit B - "Renewal Option" attached hereto is hereby made a part hereof.
5. Tenant warrants that, as of the date hereof, to Tenant's knowledge, (i) Landlord is not in default under the terms of the Lease and no condition exists which, with the passage of time or the giving of notice, or both, would constitute such a default, and (ii) Tenant has no defense or counterclaim as to its obligations under the Lease or any right of offset, rent reduction, or rent abatement against Landlord.
6. Notwithstanding anything to the contrary contained in the Lease, any notice, demand, request or other instrument which given by Tenant under this Lease shall be sent to Landlord at the address set forth below, or at such other address as Landlord may designate in writing to Tenant.

LANDLORD:

1910 N Collins Medical, LP
c/o Stroud H. Arthur
PO Box 9186
Dallas, Texas 75209

7. Except as modified herein, all of the terms and conditions of the Lease shall remain in full force and effect, and shall remain fully applicable to the Leased Premises, throughout the duration of the Term, as extended hereby or as extended hereafter. The Lease, as extended and amended herein, constitutes the entire agreement between the parties hereto, and no further modification or amendment of the Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Lease. This Amendment shall be construed under and governed by the laws of the State of Texas.
8. Tenant (i) understands and accepts the methods of calculation for determining charges, amounts and additional rent payable by Tenant under the Lease, as modified hereby.
9. Tenant represents and warrants to Landlord that it has not dealt with any broker or agent in connection with the negotiation or execution of this lease renewal and Amendment.

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

LANDLORD:

1910 N COLLINS MEDICAL, LP

By: 

Name: STROUD ARTHUR

Title: Manager

TENANT:

BTDI JV, LLP

By: 

Name: Brian Smith

Title: Chief Development Officer

EXHIBIT A

LANDLORD'S CONSIDERATION

One Time Payment by Landlord: As inducement for Tenant to enter into this Second Amendment of Lease, Landlord agrees to pay Tenant a onetime payment of **\$7,500.00**. Said payment shall be due to Tenant within 30 days of full execution of this Second Amendment.

EXHIBIT B

RENEWAL OPTION

Provided Tenant is not in default under the Lease and Tenant is occupying the entire Premises at the time of such election, upon expiration of the Expiration Date, Tenant may renew this Lease for one additional period of five years, by delivering written notice of the exercise thereof to Landlord not earlier than twelve (12) months or later than six (6) months before the expiration of the Term.

- (a) In the event Tenant exercises such option, from and after June 1, 2020, the Minimum Annual Rent and Minimum Monthly Rent, payable as set forth in the Lease, shall be as follows:

Period	Minimum Annual Rent	Minimum Monthly Rent
June 1, 2020 – May 31, 2025	\$115,713	\$9,642.75

Tenant acknowledges, understands, and agrees that, in addition to the minimum rent as set forth above, Tenant shall remain responsible for all other charges set forth in the Lease throughout the duration of the Term as extended by this Amendment, including, without limitation, common area maintenance costs, taxes and insurance.

- (b) Tenant shall have no further renewal option unless expressly granted by Landlord in writing; and

- (c) Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements.

Tenant's rights under this Exhibit shall terminate if (1) this Lease or Tenant's right to possession of the Premises is terminated, (2) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises, (3) Tenant fails to timely exercise its option under this Exhibit, time being of the essence with respect to Tenant's exercise thereof, or (4) Landlord determines, in its sole but reasonable discretion, that Tenant's financial condition or creditworthiness has materially deteriorated since the date of this Lease.