

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into this 31<sup>st</sup> day of March, 2020, by and between LINDA H. MARVER, AS TRUSTEE OF THE LINDA H. MARVER TRUST DATED AUGUST 18, 2000 (hereinafter referred to as "Landlord"), as successor-in-interest to 1910 N Collins Medical, LP, and BTDI JV, LLP (hereinafter referred to as "Tenant"), as successor-in-interest to Touchstone Imaging of Mesquite, LP.

#### **RECITALS:**

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated January 23, 2008 (the "Original Lease"), as amended by that certain First Amendment to Lease Agreement dated February 13, 2012 (the "First Amendment") and that certain Second Amendment to Lease Agreement dated October 13, 2016 (the "Second Amendment" and, collectively with the Original Lease and the First Amendment, the "Lease"), for certain Premises situated at 1910 N. Collins Blvd., in the City of Richardson, State of Texas, as more particularly described in the Lease; and

WHEREAS, the Term is scheduled to expire on May 31, 2020; and

WHEREAS, Tenant desires to extend the Term for an additional seven (7) years and make certain other modifications to the Lease, as set forth in 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:

#### **AGREEMENTS:**

The Lease is hereby amended as follows:

1. **Extension of Term.** The Term is hereby extended through and including May 31, 2027 (which date shall be the Expiration Date), unless otherwise terminated pursuant to the terms of the Lease. Landlord and Tenant agree that by extending the Term pursuant to this Amendment Tenant shall be deemed to have exercised its renewal option set forth in the Second Amendment.

2. **Rent.** 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:

Time Period	Minimum Monthly Rent	Minimum Annual Rent	Annual Rent rate per rentable square foot
06/01/2020 – 05/31/2024	\$9,642.75	\$115,713	\$23.00
06/01/2024 – 05/31/2027	\$10,271.63	\$123,259.50	\$24.50

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 limitations, common area maintenance costs, taxes and insurance.

3. **Renewal Option.** Tenant shall, provided Tenant is not in Default on the Expiration Date, have the option to extend the Term (the "**Renewal Option**") for one (1) additional period of five (5) years (the "**Extension Period**"), on the same terms and conditions by providing written notice to Landlord no later than six (6) months or earlier than twelve (12) months prior to the Expiration Date. If Tenant exercises the Renewal Option, the Extension Period shall be upon all of the terms and conditions of the Lease, except that during the Extension Period the Minimum Annual Rent shall be adjusted to reflect the then prevailing market rent as of the date Tenant notifies Landlord that it is exercising the Renewal Option for premises comparable in size and use to the Premises, located in centers similar in size and use to, and in the general vicinity of, the Center, and leased on comparable terms to the terms of the Lease, taking into account all allowances or other market concessions that may be commonly available.

4. **Landlord Concession.** Landlord agrees to replace, at its expense, all of the R22 HVAC units identified on **Exhibit A** attached hereto (the "**Units**") by no later than thirty-six (36) months following June 1, 2020 (the "**Replacement Deadline**"), in accordance with the replacement schedule set forth on **Exhibit A**. Notwithstanding the foregoing, if, at any time during the Term, Tenant notifies Landlord in writing that the cost of R22 refrigerant exceeds \$58.97 per pound (which represents 130% of the per pound cost as of December 31, 2019), Landlord shall replace all remaining Units by the earlier of: (a) twelve (12) months following receipt of such notice from Tenant and (b) the Replacement Deadline.

5. 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 Premises throughout the Term of the Lease, 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 a written agreement 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 governed by and construed under the laws of the State of Texas.

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Executed as of the date first written above.

**LANDLORD:**

LINDA H. MARVER, AS TRUSTEE OF THE LINDA  
H. MARVER TRUST DATED AUGUST 18, 2000

By: Linda H. Marver  
Name: LINDA H. MARVER  
Title: Trustee

**TENANT:**

BTDI JV, LLP, a Texas limited liability partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed as of the date first written above.

**LANDLORD:**

LINDA H. MARVER, AS TRUSTEE OF THE LINDA  
H. MARVER TRUST DATED AUGUST 18, 2000

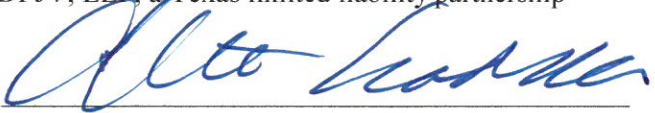
By: \_\_\_\_\_

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

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

**TENANT:**

BTDI JV, LLP, a Texas limited liability partnership

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

Name: Cleve Madden

Title: President

**EXHIBIT A**

**HVAC REPLACEMENT SCHEDULE**

2021	Carrier 50GS-030-301	2.5 Tons	Lobby / Front Desk
2021	Carrier 50GS-030-301	2.5 Tons	Hallways / Office
2022	Carrier 50TFF004-601-GA	3.0 Tons	MRI / Office
2023	Carrier 50GS-030-301	2.5 Tons	Back Office
2023	Carrier 50TFF004-601-GA	3.0 Tons	Dressing Rooms