

THIS SECOND AMENDMENT TO STANDARD INDUSTRIAL LEASE AGREEMENT

THIS SECOND AMENDMENT TO STANDARD INDUSTRIAL LEASE AGREEMENT (the "**Second Amendment**") is entered into as of the _____ day of _____, 2014, by and between **COLUMBIA TEXAS MILLER INDUSTRIAL, LP**, a Delaware limited partnership ("**Landlord**") and **STANLEY G. ALEXANDER, INC.**, a California corporation ("**Tenant**").

WITNESSETH

A. Landlord and Tenant are parties to a certain Standard Industrial Lease Agreement dated November 4, 2013, as amended by a First Amendment to Standard Industrial Lease Agreement dated February 12, 2014 (the "**First Amendment**") (collectively and as so amended, the "**Lease**"), whereby Landlord leased to Tenant those certain premises consisting of approximately 34,500 rentable square feet (the "**Existing Premises**"), located at 2755 Miller Park North, Garland, TX (the "**Building**"), as more particularly described in the Lease. All capitalized terms not otherwise defined herein shall have the meanings given to those terms in the Lease.

B. Tenant now desires to expand the Existing Premises by leasing from Landlord certain premises consisting of approximately 34,500 rentable square feet of space in the Building (the "**Expansion Premises**"), and Landlord desires to lease to Tenant the Expansion Premises upon the terms and conditions set forth herein. The Existing Premises and the Expansion Premises are collectively referred to herein as the "**New Premises**". The New Premises will consist of approximately 69,000 rentable square feet of space. The Expansion Premises is shown on the plan attached hereto as **Exhibit "A"**.

C. Landlord and Tenant now desire to amend the Lease upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals which are true and correct and are incorporated into this Second Amendment as if set forth herein at length, and the covenants and conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree that the Lease is hereby amended and supplemented as follows:

1. **Expansion Premises.** Effective as of May 1, 2014 (the "**Expansion Effective Date**"), Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the Expansion Premises to be used by Tenant solely for the uses permitted under the Lease. All terms and conditions of the Lease (as amended hereby) shall apply to the Expansion Premises except: (i) as specifically set forth herein; (ii) Tenant's Proportionate Share and all other figures in the Lease affected by the addition of such square footage shall be adjusted accordingly; and (iii) Tenant shall not be entitled to any allowances, credits, options or other concessions with respect to the Expansion Premises except as specifically set forth herein. From and after the Expansion Effective Date, all references in the Lease to the "Premises" shall be deemed to include the Expansion Premises.

2. **Term.** The Term of the Lease for the Expansion Premises shall commence on the Expansion Effective Date and shall expire on November 30, 2018 (the “**Expansion Premises Term**”). In addition, the Term of the Lease for the Existing Premises shall be extended to expire on November 30, 2018.

3. **Base Rent.** Effective as of Expansion Effective Date, the Base Rent for both the Existing Premises and Expansion Premises shall be payable as follows:

Period	Annual Base Rent	Monthly Installment
May 1, 2014 – October 31, 2014	\$112,125.00	\$9,343..75
November 1, 2014 – November 30, 2018	\$224,250.00	\$18,687.50

4. **Additional Rent.** During the Expansion Premises Term, Tenant shall be responsible for the cost of all utilities consumed in the Expansion Premises and the Existing Premises in accordance with the terms of the Lease and Tenant’s Proportionate Share (as amended herein) of Operating Expenses, Taxes, and Landlord’s costs of providing insurance for the Project, all in accordance with the terms of the Lease (as amended hereby).

5. **Condition of Premises.** Tenant has inspected the Expansion Premises and the Existing Premises, is familiar with the condition thereof, and accepts the Expansion Premises and the Existing Premises in their “AS-IS” condition, without any representation or warranty by Landlord, express or implied. Except for Landlord’s ongoing maintenance and repair obligations set forth in the Lease, Tenant acknowledges that Landlord shall have no obligation to construct any improvements or alterations, or to extend or provide any services (including, without limitation, utility services) on or to the Expansion Premises or the Existing Premises or to or for the benefit of Tenant, or to make any repairs or replacements to the Expansion Premises or the Existing Premises; and Landlord makes no warranty concerning the Expansion Premises or the Existing Premises, including without limitation any warranties of merchantability, habitability, fitness or any other condition thereof for any particular purpose. Notwithstanding the foregoing, Landlord shall deliver the Expansion Premises to Tenant with all dock doors, HVAC systems, unit heaters, lighting and plumbing systems in good working order.

6. **Tenant’s Work.**

(a) Tenant agrees, at Tenant’s sole cost and expense (subject to the Tenant Improvement Allowance (as hereinafter defined)), to perform certain work with the Expansion Premises, which work shall be subject to Landlord’s prior written approval (the “**Tenant’s Work**”). Prior to the commencement of the Tenant’s Work, Tenant shall, at Tenant’s sole cost and expense, submit to Landlord for Landlord’s written approval (which shall not be unreasonably withheld or delayed), detailed construction and working drawings of the work to be performed by Tenant to the Expansion Premises (collectively, the “**Tenant’s Work**”), which drawings shall be prepared by a licensed architect reasonably satisfactory to Landlord. Tenant may not commence Tenant’s Work unless and until Landlord has approved such plans, and Tenant obtains all permits and approvals therefor. Tenant shall perform all of the Tenant’s Work in a good and workmanlike manner, employing materials of good quality and in compliance with all applicable permits and authorizations and building and zoning laws and with all other applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state,

county and municipal governments, departments, commissions, boards and offices, and in compliance with the terms and conditions of the Lease. Furthermore, Tenant agrees that upon completion of the Tenant's Work, Tenant shall furnish Landlord with releases of lien(s), in a form reasonably approved by Landlord, from all contractors, subcontractors and materialmen having performed work or supplied material within the Premises. All contractors performing Tenant's Work shall be subject to the prior written approval of Landlord (which shall not be unreasonably withheld or delayed). All of Tenant's Work shall be completed within twelve (12) months after the Expansion Effective Date.

(b) Provided that Tenant is not in default beyond applicable notice and cure periods in the performance of any of its obligations under the Lease (as amended hereby), Landlord shall provide Tenant with a construction allowance (the "**Tenant Improvement Allowance**") of up to \$25,000.00, which shall be applied solely against Tenant's Costs (hereinafter defined) for the Tenant's Work, which work must be actual improvements to the Expansion Premises. "**Tenant's Costs**" shall mean Tenant's out-of-pocket contract or purchase price(s) for materials, components, labor and services for the Tenant's Work, including any architectural and permit fees, but excluding any costs for moving, furniture, fixtures, equipment and other personal property. In addition, if Tenant requests that Landlord perform Tenant's Work, Landlord or its property manager shall be entitled to receive a construction supervision fee equal to three percent (3%) of Tenant's Costs, which construction supervision fee shall be included as part of the Tenant Improvement Allowance. Prior to payment of the Tenant Improvement Allowance, the total amount of Tenant's Costs shall be subject to examination by Landlord, and Tenant shall provide Landlord with copies of all invoices and other backup documentation reasonably requested by Landlord relative thereto. The Tenant Improvement Allowance shall be payable as the Tenant's Work progresses upon submission to Landlord of invoices from the contractors performing the work and such other documentation as Landlord may reasonably request including, without limitation, releases of lien(s), in a form reasonably approved by Landlord, from all contractors, subcontractors and materialmen having performed work or supplied material in connection with Tenant's Work. In the event that Tenant fails to utilize the entire Tenant Improvement Allowance, Tenant shall not be entitled to a refund or credit against the Rent due under the Lease (as amended hereby) In the event that Tenant's Costs exceed the amount of the Tenant Improvement Allowance, Tenant shall be solely responsible for such excess costs. All requests for the Tenant Improvement Allowance shall be made no later than the date that is twelve (12) months after the Expansion Effective Date or the same shall be forfeited by Tenant.

7. **Separation Work.** Section 6 of the First Amendment is hereby deleted in its entirety.
8. **Utilities.** Section 7 of the First Amendment is hereby deleted in its entirety.
9. **Expansion Option.** Section 8 of the First Amendment is hereby deleted in its entirety.
10. **Right of First Refusal.** Section 9 of the First Amendment is hereby deleted in its entirety.

11. **Renewal Option.** Tenant shall retain the Renewal Option set forth in Section 1.2.1 of the Lease.

12. **Security Deposit.** Upon Tenant's execution hereof, Tenant shall deposit with Landlord the sum of \$6,238.75, which amount shall be added to and become a part of the Security Deposit currently be held under the Lease. Upon the deposit of such amount, the total Security Deposit under the Lease shall be \$18,687.50.

13. **Restrooms.** Section 13 of the First Amendment is hereby deleted in its entirety.

14. **Certification.** Tenant, by executing this Second Amendment, hereby certifies that: (i) the Lease is in full force and effect and has not been modified except as provided above; (ii) there are no prepayments by or credits due Tenant under the Lease; and (iii) Tenant is not aware of the existence of any default by Landlord, nor of any event which with the giving of notice or passage of time, or both, would constitute a breach or default by Landlord under the Lease.

15. **OFAC.** Tenant is not (i) acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation, nor (ii) engaged in any dealings or transactions, directly or indirectly, in contravention of any United States, international or other applicable money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. § 1 et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto. Tenant shall, within five (5) days after Landlord's request, provide such information as Landlord may require to verify the foregoing representations or as may be required in order to enable Landlord to comply with any reporting requirements or applicable laws pertaining to the foregoing representations.

16. **Broker.** Tenant and Landlord warrant that they have had no dealings with any broker or agent in connection with the negotiations or execution of this Second Amendment, other than Lincoln Property Company Commercial, Inc. and DFW Lee & Associates, LP (whose commissions shall paid by Landlord pursuant to a separate agreement), and Landlord and Tenant agree to indemnify the other against all costs, expenses, attorney's fees, or other liability for commissions or other compensation or charges resulting from a breach of such representations.

17. **Entire Agreement/Ratification.** This Second Amendment represents the entire understanding of the parties with respect to the subject matter hereof, and the Lease as hereby amended remains in full force and effect and may not be modified further except in writing

executed by the parties to be bound thereby. Unless expressly modified herein, the terms and conditions of the Lease shall continue in full force and effect, and the parties hereby confirm and ratify the same.

18. **Miscellaneous.** This Second Amendment shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date first written above.

LANDLORD:

COLUMBIATEXAS MILLER INDUSTRIAL, LP, a Delaware limited partnership

By: Columbia Texas Industrial XXII, LLC, a Delaware limited liability company, its sole general partner

By: Columbia Industrial Properties, LLC, a Delaware limited liability company, its sole member

By: Lincoln Industrial Manager, LLC, its manager

By: Lincoln Advisory Group, Ltd., a Texas limited partnership, its manager

By: Lincoln GP Advisory Group, Inc., a Texas corporation, its general partner

By: _____
Gary F. Kobus, President

TENANT:

STANLEY G. ALEXANDER, INC., a California corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"
EXPANSION PREMISES

