

LEASE ABSTRACT

TENANT NAME: **Conn's Appliances**
 AMENDMENT #: **2nd Amendment**

TYPE OF LEASE:
 NEW RENEWAL
 EXPANSION OTHER

PROPERTY INFORMATION

PROPERTY NAME: **Midland Center** PROPERTY NUMBER: **15238**

SUITE INFORMATION

EXISTING:	SUITE A	SUITE B	SUITE C	REVISED:	SUITE A	SUITE B	SUITE C
SUITE/UNIT:	3315			SUITE/UNIT:			
LEASABLE SF:	31,385			LEASABLE SF:			

TENANT INFORMATION/STATEMENT INFORMATION

BILLING/RENTROLL NAME: **Conn's Appliances**
 ATTENTION TO: **Lease Administration**
 BILLING ADDRESS: **3265 College Street**
 CITY, STATE, ZIP: **Beaumont, TX 77701**
 BILLING PHONE: _____
***Email Invoice**

OCCUPANT/ SUITE/UNIT/ INFORMATION

LEGAL NAME: **Conn Appliances, Inc.**
 PHYSICAL ADDRESS: **3315 NW Expressway, Ste B**
 CITY, STATE, ZIP: **Oklahoma City, OK 73112**
 TENANT PHONE: **(405) 767-9551**
 Legal Notice Address: **Conn Appliances, Inc.**
Attention: Legal Department
2445 Technology Forest Blvd., Suite 700
Woodlands, TX 77381

LEASE INFORMATION

MOVE IN DATE: **10/1/07** LEASE SIGN DATE: **10/1/2007**
 RENT START: _____ LEASE COMM [FROM]: **1/1/2019**
 MOVE OUT DATE: _____ LEASE EXPIRE [TO:]: **12/31/2022**

SECURITY DEPOSIT

AMOUNT: **None** AMOUNT: _____
 CHECK #: _____ CHECK #: _____

LATE CHARGES

DUE DATE: 1st	\$100.00 or 3% of the past due amount, whichever is greater OTHER ALLOWED: _____
GRACE PERIOD: 15 days	
PERCENTAGE: _____	
\$/DAY: _____	

Landlord shall be required as a condition of assessing such late charge to give such notice of delinquency only one (1) time during any period of twelve (12) months and, commencing on the third such delinquency during any 12-month period, the late charge shall be assessed automatically, without any prior notice of delinquency, until twelve (12) consecutive months shall have elapsed without occurrence of any such delinquency, at which time notice shall again be required as a condition of assessing such late charge. [Section 4.1, C]

RECURRING CHARGES

CHARGE CODE	DESCRIPTION	START DATE	END DATE	AMOUNT	FREQ	COMMENTS
	RENT	1/1/2019	12/31/2022	25,892.63	monthly	
					monthly	
					monthly	
	CAM			3,104.00	monthly	
	TAXES			3,087.00	monthly	
	INSURANCE			1,555.00	monthly	
					monthly	
					monthly	
					monthly	

TENANT EXPENSE RECAPTURE

based on Total square footage of the building that they share with Chipotle

LEASED SQ FT: **31,385 sf** BUILDING SQ FT: **42,113** PRORATA SHARE %: **74.53%**

BILL CODE	DESCRIPTION	START DATE	END DATE	AMOUNT	PRORATA SHARE %	BASE YEAR	EXP STOP \$/PSF	EXP CEILING \$/PSF	% INCREASE MAX/YEAR
z-esc1	OPERATING EXPENSES								
	OPERATING EXPENSES								
Y-CAM 1 +	CAM RECONCILIATION			PR share					5%
5% admin	CAM RECONCILIATION								
Y-TAX	TAXES			PR share					
	TAXES								
Y-INS	INSURANCE			PR share					
	INSURANCE								

GROSS UP: _____ NOTES: _____

LEASE OPTIONS/PROVISIONS

OPTION TYPE	NOTICE PERIOD	EFFECTIVE DATE	AMOUNT \$/PSF	TERM (YEARS)	COMMENTS
BUY OUT					
EXCLUSIVE USE					
EXPANSION					
OTHER					
PURCHASE					
RELOCATION					
RENEWAL/EXTENSION 1	180 days	1/1/2019	\$10.89	4	

RENEWAL/EXTENSION 2	180 days	1/1/2023	\$11.98	5	
RENEWAL/EXTENSION 3	180 days	1/1/2028	\$13.17	5	
RENEWAL/EXTENSION 4	180 days	1/1/2033	\$14.49	5	
RENEWAL/EXTENSION 5	180 days	1/1/2038	\$16.00	5	
RIGHT OF FIRST OFFER					
RIGHT OF REFUSAL					
TERMINATION					

USE OF TENANT: for the operation of (i) a retail store offering, whether or not new, for sale, including, without limitation, household appliances, home products,....
 In addition, Tenant shall have the right to use the Premises for any other use as typically found in a Class A Shopping Center in the Oklahoma City Metropolitan Area.

GUARANTOR: Conn's, Inc

PARKING:

SIGNAGE:

TI BUILDOUT INFO:

Holdover - 125% [112]

LIABILITY	\$1,000,000				LL named as insured [11.20]
WORKERS COMP	Not stated				
BUSINESS AUTO	Not stated				
PROPERTY	Not stated				

OTHER CONTACTS

TYPE	NAME	COMPANY	ADDRESS	CITY STATE ZIP	EMAIL	PHONE/FAX

NOTES:

ABSTRACTED BY: **Erin Tewell**

DATE: **9/24/2018**

USE, HOURS OF OPERATION & EXCLUSIVE CLAUSE

USE: for the operation of (i) a retail store offering, whether or not new, for sale, including, without limitation, household appliances, home products,....
 In addition, Tenant shall have the right to use the Premises for any other use as typically found in a Class A Shopping Center in the Oklahoma City Metropolitan Area.

COMMON AREA MAINTENANCE COSTS:

INCLUDES: Tenant shall pay to Landlord, Tenant's pro rata share...of all reasonable costs..incurred by Landlord during the Lease Term (except as hereafter provided) in operating, repairing and maintaining the Common Areas of the Shopping Center, including, but not limited to, maintenance and repair (exclusive of replacement or repaving) of all paved areas (including without limitation re-striping, re-sealing and repair of potholes), cleaning, sweeping, snow and ice removal, maintenance of all Common Area lighting facilities (inclusive of electrical service therefor), landscaping (inclusive of the cost of sprinkling), painting of the exterior buildings in the Shopping Center, maintenance of any traffic or directional signs benefitting the Shopping Center, maintenance of any Shopping Center pylon or monument sign on which Tenant is identified (inclusive of the cost of electrical service therefor) maintenance and repair of all utility lines located in the Common Areas and serving Tenant, premiums for liability, property damage, fire and extended coverage insurance (including without limitation the fire and extended coverage insurance required to be maintained by Landlord pursuant to Section 7.1.2 hereof), assessments attributable to Common Areas (to the extent not included in the definition of Taxes), personal property taxes, fees for required licenses and permits, supplies, management fees not to exceed five percent (5%) of CAM, EXCLUDING management fee, taxes and insurance, reasonable depreciation of equipment used in the operation and maintenance of the Common Areas.

DOES NOT INCLUDE:

shall not include (a) costs of maintaining or operating any enclosed common or mall areas, (b) depreciation of the original cost of constructing, erecting and installing the Shopping Center, the Common Areas, common facilities and related services, (c) principal and interest payments pursuant to any mortgage which encumbers the Shopping Center (or any portion thereof), (d) Taxes, (e) administrative fee in excess of that provided above, or any leasing commission, (f) legal fees for preparation of leases or rents payable with respect to any leasing office, (g) excess premiums for insurance covering the Common Areas and/or the Shopping Center occasioned by the extra-hazardous use or activities of Occupants other than Tenant, (h) expenses incurred due to the negligence or willful misconduct of Landlord or any Occupant, or their respective agents or employees, (i) interest, late charges or penalties incurred as a result of Landlord's failure to pay bills timely, (l) costs and expenses incurred for repairs or replacements due to faulty construction, faulty workmanship or structural defects, (k) costs and expenses for repairs or replacements due to the installation of antiquated machinery, equipment, components, pipes and lines or resulting from improper engineering or substandard quality, (l) expenses related to any Leasable Area (inclusive of the repair and maintenance for the buildings thereof) except as may be otherwise set forth above, (m) any cost, fees, fines or penalties, or interest thereon, incurred due to violations by Landlord or any Occupant of any governmental law, ordinance, code, rule or regulation, (n) municipal improvement charges, off-site levies, development cost charges, local improvement charges, and any other charges or costs similar to the foregoing arising solely in connection with any new construction of, or expansion of existing, improvements in the Shopping Center by Landlord, (o) all other costs to comply with the requirements of any laws, codes or other governmental regulations, including without limitation, the Americans with Disabilities Act, (p) capital expenditures, (q) court costs or legal fees incurred to enforce obligations of tenants under leases of the Shopping Center, (r) amounts reimbursable from insurance proceeds or under warranty, reserves for anticipated future expenses, (t) amounts paid to entities related to Landlord in excess of the cost of such services from any competitive source, any dues or charges for a merchants' or other association of the tenants in the Shopping Center, rent or other charges paid by Landlord pursuant to any other ground or master lease, or garbage removal (as the Tenant shall be responsible and pay for its own garbage removal).

REAL ESTATE TAX & INSURANCE COSTS:

Real Estate:

--

Insurance:

--

UTILITIES:

LANDLORD: utilities shall be separately metered into the Premises by Landlord at Landlord's expense...Landlord shall be solely responsible for the performance of any and all repairs to all utility lines, pipes and other facilities leading to the Premises, unless such repair was necessitated by the negligence of Tenant.
TENANT: Tenant shall pay for all public and other utilities and related services rendered or furnished to the Premises during the Lease Term

TENANT REPAIRS:

Tenant's sole cost and expense, to (a) maintain and keep all the Premises in a good condition and state of repair, including all equipment, facilities and fixtures therein, and (b) keep all glass, including that in windows, doors and skylights, clean and in good condition, and to immediately replace any glass which may be damaged or broken with glass of equivalent quality.

LL REPAIRS:

Landlord shall be and remain responsible for repairs and maintenance of the roof (including the surface and subsurface support system for the roof), the foundation (including imbedded plumbing and sewage systems and piping), exterior walls and all structural components of the Premises for the complete term of this Lease.