

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (“Second Amendment”), is made this ~~10th~~ <sup>4th</sup> day of ~~October, 2017,~~ <sup>June, 2018</sup> by and between B.R. MIDLAND CENTER, LLC, a Delaware limited liability company (“Landlord”), and CONN APPLIANCES, INC., a Texas corporation (“Tenant”).

WITNESSETH

WHEREAS, Landlord and Tenant are parties to that certain Lease, dated July 2, 2007 (the “Original Lease”), as amended by that certain First Amendment to Lease (the “First Amendment”) dated August 8, 2007 (the First Amendment and the Original Lease, collectively referred to as the “Lease”) with respect to certain premises consisting of approximately 31,385 square feet located at 3315 NW Expressway, Oklahoma City, Oklahoma, as more particularly described in the Lease (the “Premises”); and

WHEREAS, Landlord and Tenant desire to extend the Lease Term in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

- (a) “**Effective Date**” means January 1, 2019.
- (b) “**Renewal Term**” means a period of **FOUR (4) YEARS** from January 1, 2019 to December 31, 2022.
- (c) Any other capitalized terms that are used but are not defined in this Second Amendment shall have the respective meanings assigned to them in the Lease.

2. The term of the Lease is hereby extended to include the Renewal Term.

3. The Renewal Term will be on the same terms and conditions as are contained in the Lease, except as follows and to the extent that any provision of this Section 3 is in conflict with any provision of the Lease, such provision of this Section 3 shall control and take precedence over such provision of the Lease:

- (a) Fixed Minimum Rent. Tenant shall pay to Landlord, as Fixed Minimum Rent for the Premises during the Renewal Term (based on 31,385 square feet):

FROM	TO	ANNUAL PSF RENT	ANNUAL FIXED MINIMUM RENT	MONTHLY FIXED MINIMUM RENT
January 1, 2019	December 31, 2022	\$9.90	\$310,711.50	\$25,892.63

(b) Option to Renew. Tenant shall retain their existing options as outlined in their Lease as follows:

At the end of the above term, Tenant shall have the right and option to renew and extend the Term of this Lease with respect to all of the premises for one period of five (5) years at rent of \$10.89 per square foot then one period of four (4) years at rent of \$11.98 per square foot and then three (3) successive periods of five (5) years at rent of \$13.17, \$14.49 and \$16.00 per square foot, respectively.

(c) Notice. Any notice under the Lease provided for to be given to Landlord shall be deemed to be given if and when posted by registered mail, certified mail or courier service (postage prepaid) to between **B.R. MIDLAND CENTER, LLC**, c/o Price Edwards & Company, 210 Park Avenue, Suite 1000, Oklahoma City, OK 73102 and any notice under the Lease provided for to be given to Tenant shall be deemed to be given if and when posted by registered mail, certified mail or courier service (postage paid) to Conn Appliances, Inc., c/o Legal Department, 2445 Technology Forest Blvd., Suite 700, The Woodlands, TX 77381, Store #111, with copies to Conn Appliances, Inc., c/o Newmark Knight Frank Real Estate Administration, File ID #11111, 14651 N Dallas Parkway, Suite 910, Dallas, TX 75254. Either party shall have the right to designate by notice, in the manner above set forth, a different address to which notices under the Lease are to be delivered.

4. The parties confirm that in all other respects, the Lease will remain in full force and effect, unmodified, except to the extent set forth in this Second Amendment.
5. This Second Amendment shall inure to the benefit of and be binding upon the parties and their respective heirs, representatives, executors, administrators, successors and permitted assigns.
6. This Second Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered by electronic means shall be an original, and all such counterparts shall together constitute one and the same instrument.

*[SIGNATURE PAGE TO FOLLOW]*

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

Between  
**B.R. MIDLAND CENTER, LLC**

Per:  \_\_\_\_\_

Name: Bernard Rosenson  
Title: Manager

**CONN APPLIANCES, INC.**

Per:  \_\_\_\_\_

Name: Brian McAndrews  
Title: Chief Real Estate Officer