## ATTACHMENT A Wal-Mart #3566

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, with an address 702 S.W. 8th Street, Bentonville, AR 72716 ("Wal-Mart") and FLITE BANKING CENTERS, LLC, a Texas limited liability company, with an address of 8955 Katy Freeway, Stc. 107, Houston, TX 77024 ("Lessee") entered into a Master Ground Lease effective August 15, 2017 ("Lease") and now desire to lease the below-described Leased Premises subject to the terms and conditions of the Lease, to which this Attachment A attaches and incorporates into upon full execution of this Attachment A by Wal-Mart and Lessee (the "Effective Date"). All capitalized terms used in this Attachment A have the meanings set forth in the Lease unless otherwise specifically stated in this Attachment A.

#### Article I LEASED PREMISES

The Leased Premises consists of approximately 1,500 square feet of land located at the Wal-Mart store commonly referred to by Wal-Mart as Wal-Mart #3566, in the City of Aurora, State of Colorado. The Leased Premises is further depicted on Exhibit A, attached hereto.

### Article II LEASE TERM, EXTENSIONS, RENT COMMENCEMENT DATE, RENT AND ACCESS AREA MAINTENANCE

- 1. <u>Lease Term.</u> The Initial Term for the Leased Premises shall expire and this Attachment A shall terminate on the fifth (5) anniversary of the Rent Commencement Date, subject to any extension as described below.
- 2. Extension Option. Lessee shall have the option (the "Extension Option") to extend the Initial Term as to the Leased Premises for two (2) additional five (5) year period(s) (each, an "Extension Term"), subject to the terms and conditions of the Lease and this Attachment A, at the rates of Rent set forth in paragraph 5 below.
- 3. Rent Commencement Date. The Rent Commencement Date shall be the date that is sixty (60) days following the expiration of the Due Diligence Period, subject to change in accordance with the Lease.
- 4. Rent. (a) Commencing on the Rent Commencement Date, Lessee shall pay Wal-Mart monthly Fixed Rent in the amount of during the Initial Term in accordance with the terms of the Lease.
  - (b) During each Extension Term, Fixed Rent shall be increased by fifteen percent (15%). Wal-Mart may decline Lessee's option to extend the Lease at its sole and absolute discretion for any reason whatsoever. Lessee shall give Wal-Mart one hundred eighty (180) days written notice, prior to the end of the then expiring term, of Lessee's desire to exercise said option. Lessee's failure to give notice to Wal-Mart within the required time frame as set forth above shall be deemed a waiver by Lessee and such option shall be null and void. Upon receipt of Lessee's notice of its desire to extend the Lease, Wal-Mart shall have sixty (60) days to accept Lessee's lease extension. Wal-Mart's failure to expressly

- accept, in writing, the extension of the Lease within sixty (60) days shall have the effect of a denial of Lessee's request to extend the Lease.
- 5. Access Area Maintenance Fee. Lessee shall also pay Wal-Mart, as additional Rent, an Access Area Maintenance fee of per month pursuant to the terms of the Lease.

# Article III TERMINATION RIGHT AND DEVELOPMENT COSTS REIMBURSEMENT

- 1. Wal-Mart's Early Termination Right And Lessee's Development Costs Reimbursement.
  (a) At any time during the term of this Lease, Wal-Mart, at its sole discretion, shall have the option to terminate the Lease with sixty (60) days' notice to Lessee ("Termination Right"). In the event that Wal-Mart exercises its Termination Right during the Initial Term of the Lease, within ninety (90) days of Lessee's satisfactory removal of the improvements from the Lease or any extension of the Initial Term due to the exercise of the Extension Option, if any, Premises, Wal-Mart shall reimburse Lessee for its Unamortized Development Costs (as defined herein) for the Leased Premises. The "Total Development Costs" shall be deemed to be
- regardless of whether the actual amount is more or less. The portion of Total Development Costs remaining unamortized, on a 5 year straight line basis, upon the date Wal-Mart gives notice to Lessee exercising its Termination Right is the "Unamortized Development Costs" for the Leased Premises. In the event Wal-Mart terminates this Lease under a right to do so other than pursuant to this Section 35 the amount due to Lessee shall be deemed to be Zero Dollars (\$0.00).
- (b) If Wal-Mart exercises its Termination Right then Wal-Mart covenants that it will not allow the Leased Premises to be used for the Permitted Use by another user until the expiration of the Initial Term or the then current extension term of this Lease.
- 2. Removal of Improvements and Restoration of Leased Premises. After any termination of this Lease, including, without limitation termination because of the exercise by Wal-Mart of the Termination Right, Lessee shall within ninety (90) days after such termination remove the ATM and other improvements and restore the Leased premises as provided in Sections 13 (b) and 13(f) of this Lease. If Lessee fails to so remove the ATM and other improvements and restore the Leased Premises as required by Sections 13 (b) and 13(f) of this Lease, then in such event, Wal-Mart shall have the right (but not the obligation) to so remove the ATM and other improvements and dispose of such ATM and other improvements as Wal-Mart shall deem fit and restore the Leased Premises and Lessee shall reimburse Wal-Mart for all of such costs within thirty (30) days after receipt by Lessee of documentation from Wal-Mart evidencing such costs incurred by Wal-Mart. The obligation to pay any such costs shall survive the termination of this Lease. Wal-Mart shall have the right to off-set such unpaid costs against any Unamortized Development Costs due from Wal-Mart to Lessee.

#### Article IV MISCELLANEOUS

- 1. <u>Binding Effect</u>. This Attachment A is effective as of the Effective Date. Lessee agrees to accept the Leased Premises subject to the terms and conditions of the Lease, to which this Attachment A attaches to and incorporates into.
- 2. <u>Counterparts</u>. This Attachment A may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument. This Attachment A may be executed by one or more parties using an electronic signature, which the parties agree shall be binding for all purposes and shall constitute an original signature.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date(s) set forth below.

"Wal-Mart"

**WAL-MART** 

	Docu	Signed by:				
By:	L.B.	Johnson				
		TOPASSON5	************	***************************************		
Title:	V.P. R	eal Estate	Port	folio l	Manag	gemer
Date:	~ .	eptember	12,	2017		`

Lessee:

FLITE BANKING CENTERS, LLC

By: KMichael Willarreal
Title: President 6/25/17
Date: 6/25/17

EXHIBIT A

LEASED PREMISES AND ACCESS AREA DEPICTION

