

SPECIFIC USE PERMIT (SUP) APPLICATION

SECTION 1. APPLICANT/OWNER INFORMATION **Please Print or Type**

Applicant/Developer: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ E-mail: _____
Applicant's Status: (Check One) Owner ☐ Tenant ☒ Prospective Buyer ☐

Property Owner must sign the application or submit a notarized letter of authorization.

Owner: Keller 600 Medical Properties LLC
Street Address: 181 W Madison Street STE 4700
City: Chicago State: IL Zip: 60602
Telephone: 214.461.2354 Fax: _____ E-mail: sfridrich@lpc.com
214-683-4495

Signature of Applicant _____
Date: _____

Signature of Owner _____ Printed Name of Owner
Date: *[Signature]* Susan Fridrich

SECTION 2. PERMIT REQUEST INFORMATION

Property Location: 601 S. Main Street, Keller, TX 76248 STE #110
Legal Description: _____
Lot(s): 1 Block(s): A Subdivision Name: Baylor Medical Offices Keller
Unplatted Property Description: Neighborhood: MED-Northeast
Tarrant County
Abstract Name & Number: _____ Tract Number(s): _____
If property is not platted, please attach a metes and bounds description.
Current Zoning: F1 Commercial/MEDOff Proposed Zoning: NA - not applying to change zoning
Current Use of Property: MEDOff- Medical Office
Proposed Use of Property: MEDOff- Medical Office

August 20, 2018

Re: Building permit, SUP
MedSmith
601 S. Main Street STE #110
Keller, TX 76248

To whom it may concern,

We are applying for a building permit for Suite #110 at our 601 S. Main Street in our existing Baylor Medical Plaza (Block A, Lot 1) building for a new tenant MedSmith. Per City of Keller Ordinance No. 1805, we are also required to apply for a Special Use Permit. We ask for approval from The Planning and Zoning Commission as well as City Council to proceed.

Project Description: Minor interior renovations to an existing Medical Office space/suite within an existing Medical Office building. The space/suite is to be re-used as Medical Office space by the tenant MedSmith. The use is harmonious and compatible with surrounding existing uses. All other tenants in the building are Medical Office use. Per Tarrant County, the building is commercial type and classed as MEDoff – Medical Office. The activities of the applicant are normally associated with the permitted uses of Medical Office and are reasonable and associated with the existing uses in the building and the space/suite itself.

Physician Name: Michael Smith, MD
Clinic Name: MedSmith
Clinic Services: General Practice.
Hours of business: M-F, 8:00am – 6:00pm
This is not an Urgent Care facility.

We appreciate your consideration for this permit,
Susan Fridrich



Susan Fridrich, PMP | Lincoln Harris CSG
Sr. Construction Manager / Interior Designer
Owner Rep
6688 N Central EXPY Ste. 300
Dallas, TX 75206
O: 214.461.2354
M: 214.683.4495
sfridrich@lpc.com

ASSUMPTION AND AMENDMENT OF LEASE

THIS ASSUMPTION AND AMENDMENT OF LEASE (this "Amendment") is made and entered into as of February 11, 2016 by and between KELLER 600 MEDICAL PROPERTIES, LLC, a Delaware limited liability company ("Landlord") and TEXAS DIGESTIVE DISEASE CONSULTANTS, P.A., a Texas professional association ("Tenant").

RECITALS

A. Landlord's predecessor-in-interest, Keller HCP Partners, LP, a Texas limited partnership, and Tenant's predecessor-in-interest, Baylor Medical Center at Grapevine, a Texas non-profit corporation (the "Original Tenant"), entered into that certain Lease Agreement as of April 28, 2005 (the "Original Lease") for premises containing approximately 18,811 rentable square feet (the "Original Premises") known as Suite 110 in that certain building located at 601 S. Main Street, Keller, Texas (the "Building"). The Original Lease was amended by that certain First Amendment of Lease dated as of January 17, 2006 (the "First Amendment"). The Lease as amended by the First Amendment and this Amendment shall be referred to herein as the "Lease".

B. Tenant and Original Tenant entered into that certain Lease Agreement dated as of December (not dated), 2005 (the "Sublease") whereby Original Tenant subleased to Tenant a portion of the Original Premises containing approximately 3,237 rentable square feet, as more particularly described on Exhibit A, attached hereto and incorporated herein (the "New Premises"). The Sublease was amended by that certain First Amendment to Lease dated as of (not dated) (the "First Amendment"), that certain Amendment No. 2 dated as of (not dated) (the "Second Amendment"), that certain Amendment No. 3 dated as of February 27, 2012 (the "Third Amendment"), that certain Amendment No. 4 dated as of April 30, 2013 (the "Fourth Amendment"), that certain Amendment No. 5 dated as of April 10, 2014 (the "Fifth Amendment") and that certain Amendment No. 6 dated April 30, 2015 (the "Sixth Amendment"). The Sublease as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment shall be referred to herein as the "Sublease".

C. The Original Lease and the Sublease both will both expire on February 29, 2016. Tenant desires to assume the Lease as "Tenant" under the Lease for the New Premises only, and desires to extend the Term of the Lease for the New Premises on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Assumption.** Effective from and after March 1, 2016 (the "**Extension Date**"), Tenant hereby accepts and agrees to perform all of the obligations, liabilities, terms, covenants and conditions of the Lease on the part of the "Tenant" which are to be performed or which become due on or after the Extension Date subject to the terms and conditions of this Amendment. Notwithstanding the foregoing, (i) the term "Premises" for all purposes under the Lease shall be deemed to mean the New Premises; and (ii) the term "Tenant's Proportionate Share" for all purposes under the Lease shall be deemed to mean 8.22%. In no event shall Tenant have access to any portion of the Original Premises other than the New Premises. Notwithstanding the foregoing, to the extent that any of Tenant's liabilities and obligations pursuant to the terms of the Sublease survive the termination or expiration of the Sublease, including, without limitation Section 26(e) of the Sublease, then Tenant shall be liable directly to Landlord for such liability and obligation. As of the date hereof, each and every option or similar right belonging to "Tenant" in the Original Lease, including by way of illustration, but not limitation, any Right of First Refusal, shall cease and Tenant shall have no further rights thereto.

2. **Extension.** Effective as of March 1, 2016, with respect to the New Premises only, the Term of the Lease is extended for a four month period commencing on March 1, 2016 and terminating on June 30, 2016 (the "**Extended Term**"), unless sooner terminated in accordance with the terms of the Lease. Tenant shall have no further right to extend the terms of the Lease.

3. **Base Rent.** Effective as of March 1, 2016, Tenant shall pay monthly Base Rent for the New Premises during the Extended Term in accordance with the following schedule:

Period:	Monthly Rent:
March 1, 2016 – June 30, 2016	\$6,474.00

4. **Additional Rent.** Effective as of March 1, 2016, Tenant shall continue to pay the Basic Cost and all other amounts required pursuant to the terms of the Lease; provided that Tenants Proportionate Share shall be as set forth in Section 1 of this Amendment.

5. **Condition of Premises.** Tenant is currently in possession of the New Premises and accepts the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord.

6. **Landlord's Address.** Landlord's address for notice shall be: Chris Dilley c/o MB Real Estate, 181 West Madison Street, Chicago, Illinois 60602, Attn: Chris Dilley. All Rent shall be paid to Landlord c/o 181 West Madison Street, Chicago, Illinois 60602, Attn: Chris Dilley, or such other parties and addresses as to which Landlord shall provide advance notice.

7. **Miscellaneous.**

a. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. The parties further agree that, except as provided herein, any free rent, rent abatement, improvement allowance, leasehold improvements, or other work to the New Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease or any prior amendment thereto have now

expired and such incentives as were granted under the Lease or any prior Amendment hereto shall have no application going forward.

b. The parties hereby ratify the Lease, including each of any prior Amendments thereto. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. From and after the date hereof, references to the "Lease" (including, without limitation, any and all references contained in this Amendment) shall mean the Lease as amended by this Amendment.

c. Time is of the essence with respect to this Amendment.

d. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

e. Tenant hereby represents to Landlord that Tenant has not dealt with any broker in connection with this Amendment other than Lincoln Harris CSG. Tenant agrees to indemnify and hold Landlord and Landlord's employees, officers and agents harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Amendment.

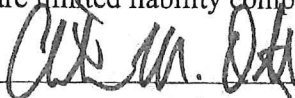
f. The undersigned signatories of Tenant each represent and warrant to Landlord, and agree, that such individual executing this Amendment on behalf of Tenant is authorized to do so on behalf of Tenant.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

LANDLORD:

KELLER 600 MEDICAL PROPERTIES, LLC, a
Delaware limited liability company

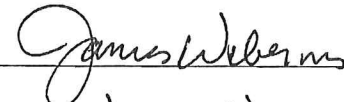
By: 

Name: Christopher M. Ditley

Its: Authorized Signatory

TENANT:

TEXAS DIGESTIVE DISEASE CONSULTANTS,
P.A., a Texas professional association

By: 

Name: James Weberms

Its: President/CEO

Exhibit A

New Premises

