

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Amendment No. 9, Lease Agreement, Bio-Terrorism - Construction & Projects

On **December 6, 2010**, the Commissioners Court of Collin County, Texas, met in **regular** session with the following members present and participating, to wit:

Keith Self Matt Shaheen Jerry Hoagland Joe Jaynes Kathy Ward Not Present County Judge, Presiding Commissioner, Precinct 1 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4

During such session the court considered a request for approval of Amendment No. 9 to the Lease Agreement with the Collin County Health Care Foundation.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of Amendment No. 9 to the Lease Agreement with the Collin County Health Care Foundation for property located at 825 N. McDonald Street, McKinney, Texas to extend the lease for five (5) years through and including December 31, 2016, add termination clause 2.05 effective January 1, 2011 and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Matt Shaheen, Commissioner, Pct. 1

Jerry Hoagland, Commissioner, Pct. 2

Joe Jaynes, Commissioner, Pct. 3

Not Present
Kathy Ward, Commissioner, Pct. 4

ATTEST:

Stacey Kemp, Ex-Officio Clerk Commissioners' Court

Collin County, TEXAS

LEASE AMENDMENT NUMBER NINE

STATE OF TEXAS

COUNTY OF COLLIN

WHEREAS, Collin County Health Care Trust Foundation herein called Lessor, and Collin County herein called Lessee, entered into a lease agreement dated August 31, 2005, (the "Lease") covering the premises described as 825 N. McDonald St., McKinney, TX. 75069 to be occupied by Collin County Bio-Terrorism.

NOW, THEREFORE, Lessor and Lessee hereby amend the Lease as follows:

- Extend the lease term for a period of five years effective January 1, 2011 thru December 31, 2016.
- Effective January 1, 2011 under article two: Lease and Lease Term, add termination clause 2.05 "Either Lessor or Lessee shall have the right to terminate this lease with no penalty by notifying the other party with thirty (30) days written notice."

Except as amended hereby, the Lease and all of its terms and conditions shall remain in full force and effect.

LESSOR; / // / //
Collin County Health Care Trust Foundation
By: Xlith (It All
Keith Self/President/Health Care Trust Foundation
Date: 12/6/10
LESSEE: Collin County Bio Terrorism
By: Keith Self/ County Judge
Date: 12/6/10