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CONSTRUCTION  
PROJECTS

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Amendment No. 3, Lease Amendment, Paella Industrial Partners, L.P. – Construction & Projects

On January 5, 2015, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self  
Susan Fletcher  
Cheryl Williams  
Chris Hill  
Duncan Webb

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. 3 to the Lease Agreement with Paella Industrial Partners, L.P.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of Amendment No. 3 to the Lease Agreement with Paella Industrial Partners, L.P. for Elections Office and Warehouse space located at 2010 Redbud, Suite 102, McKinney, Texas to provide various changes to the agreement and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.

T E X A S



*Keith Self*

Keith Self, County Judge

*Susan Fletcher*

Susan Fletcher, Commissioner, Pct. 1

*Cheryl Williams*

Cheryl Williams, Commissioner, Pct. 2

*Chris Hill*

Chris Hill, Commissioner, Pct. 3

*Duncan Webb*

Duncan Webb, Commissioner, Pct. 4

ATTEST:

*Stacey Kemp*

Stacey Kemp, Ex-Officio Clerk  
Commissioners Court  
Collin County, T E X A S

### Third Amendment to Lease

This Third Amendment to Lease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014  
by and between:

**Landlord**

**Paella Industrial Partners, LP  
2600 Eldorado Parkway, Suite 115  
McKinney, Texas 75070**

and

**Collin County Texas, a political  
Subdivision of the State of Texas  
2010 Redbud, Suite 102  
McKinney, Texas 75069  
(24,712 SF)**

This Third Amendment to Lease shall modify the original Lease Agreement between **Paella Industrial Partners, L.P.**, (Landlord), and **Collin County Texas** (Tenant) dated on or about July 7, 2003 and first amended by First Amendment to Lease on or about July 25, 2008, and second amended by Second Amendment on or about July 8, 2013 in which certain real estate and premises therein described and situated in the County of Collin, City of McKinney and the State of Texas were demised and leased by Landlord to Tenant. (The original Lease as modified by the Amendments to Lease is herein called the "Lease.")

It is the sole intent of this Third Amendment to Lease to modify the Lease by the following provisions:

1. The maturity of the Lease will be extended from the current maturity of October 31, 2018 to sixty (60) months after receipt of the Certificate of Occupancy from City of McKinney for the demised premises.
2. Effective upon receipt of Certificate of Occupancy from City of McKinney, the premises shall be approximately 24,712 square feet, and Base Rent shall be \$14,930.17 per month.
3. Base Rent for the period prior to Certificate of Occupancy being received shall be \$9,829.08 per month.
4. Base Rent shall be increased three percent (3%) per year over the previous year Base Rent, payable monthly, beginning the first day of the thirteenth month following receipt of Certificate of Occupancy through the maturity date.
5. Tenant shall be responsible for payment of all architectural/space planning fees, interior finish costs, and distribution of all utility services required throughout demised premises.
6. Landlord shall be responsible for construction and payment of demising wall and separate utility service for adjoining space.

7. Landlord to provide no less than three (3) separate bids for Tenant to review and approve. Bids will come from commercial contractors whose primary business is equal to or greater than the scope of work to be completed in the demised premises.
8. Landlord shall hire and supervise all contractors, including construction management, if applicable, for demised premises and will be paid a fee of three percent (3%) of the construction costs.
9. Tenant's obligation under this agreement shall be expressly subject to appropriations being budgeted annually, and made available by Tenant's governing board in amounts sufficient to pay the Base Rent and other fees due hereunder. In the event of non-appropriation, Tenant may exercise its right to terminate this agreement as outlined below.
10. Tenant may terminate this agreement under the conditions stated above, by providing Landlord a 180 day written notice of its intent to do so ("Notification Period").
11. If Tenant elects to terminate the Lease as specified in this amendment, Tenant will be responsible for the reimbursement to Landlord for any unamortized leasing commissions or cost associated with this Third Amendment.
12. Landlord and Tenant represent each to the other that it has full right and authority to enter into this Third Amendment to Lease.

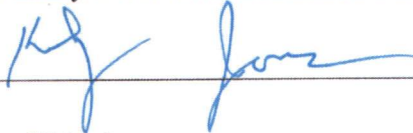
As expressly modified herein all of the terms and conditions of the Lease shall remain in effect and unchanged.

Signed by Landlord this 4<sup>th</sup> day of December, 2014.

Landlord: **Paella Industrial Partners, L.P.**

**By: McKinney North Central Business Park G.P., L.L.C**

By: \_\_\_\_\_



Printed Name: \_\_\_\_\_

Kirby Jones

Title: \_\_\_\_\_

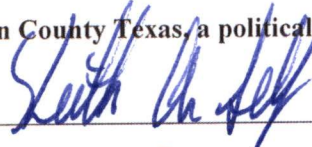
Agent

Signed by Tenant this 4<sup>th</sup> day of December, 2014.

Tenant: \_\_\_\_\_

**Collin County Texas, a political subdivision of the State of Texas**

By: \_\_\_\_\_



Printed Name: \_\_\_\_\_

Keith Self

Title: \_\_\_\_\_

County Judge