

SECOND AMENDMENT TO AMENDED AND RESTATED COMMERCIAL LEASE

This Second Amendment to Amended and Restated Commercial Lease (this "Amendment") is made and entered into by and between the **CITY OF FRISCO, TEXAS**, a Texas municipal corporation organized under the laws of the State of Texas, referred to in this lease as "Lessor", and **COLLIN COUNTY**, a Texas political subdivision, referred to in this lease as "Lessee".

WHEREAS, Lessor and Lessee executed a Commercial Lease dated to be effective January 1, 2017, whereby Lessor is leasing to Lessee a portion of Frisco City Hall for the consideration and subject to the terms and conditions contained in the Lease;

WHEREAS, the Commercial Lease was amended and restated in an Amended and Restated Commercial Lease dated to be effective January 1, 2018, and January 1, 2019 (the "Amended and Restated Lease"); and

WHEREAS, the Amended and Restated Commercial Lease was amended effective April 22, 2020 ("First Amendment" and together with the Amended and Restated Lease and this Second Amendment, the "Lease"); and

WHEREAS, Lessor and Lessee have agreed to amend the Lease to modify the term of the Lease, to modify the rent payment, and to make other amendments to the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor and Lessee hereby modify the Lease as set forth herein.

ARTICLE 1. TERM AND TERMINATION

Term of Lease

1. Section 1.1 of the Lease is modified so that the term of the Lease shall commence on January 1, 2020, and shall terminate on January 1, 2021, unless terminated sooner as provided in the Lease. Lessor grants to Lessee three (3) successive options to extend the Term for one (1) year each (the "Extension(s)"). In order to exercise the Extensions, Lessee must provide notice to Lessor of Lessee's intention to extend the Term at least ninety (90) days prior to the expiration of the Term or any extension thereof. The terms and conditions of the Lease during the Extensions shall be the same as those contained in the Lease.

Base Rent

2. The Base Rent set forth in Section 2.1 of the Lease for the 2020 lease term and any Extensions will remain the same and is not modified. The annual rent

shall be the sum of Forty-Five Thousand Six Hundred Thirty and No/100 (\$45,630.00) per annum during the lease term payable in monthly installments in the amount of Three Thousand Eight Hundred Two and 50/100 (\$3,802.50) per month in advance, with any amount owed for a partial month being pro-rated, as Lessee's contribution to utilities, building maintenance, premises insurance and janitorial services.

Additional Rent

3. Section 2.2 of the Lease is hereby removed and replaced with the following language:

"Lessee also agrees to pay Lessor as rent for the leased premises for the 2020 lease year, additional rent of Five and 62/100 Dollars (\$5.62) per square foot for the 3,042 square feet and the 982 square feet which totals the sum of Twenty-Two Thousand Six Hundred Fourteen and 88/100 Dollars (\$22,614.88) per annum during the lease term payable in monthly installments in the amount of One Thousand Eight Hundred Eighty-Four and 57/100 Dollars (\$1,884.57) per month in advance, with any amount owed for a partial month being pro-rated, as Lessee's contribution to utilities, building maintenance, premises insurance and janitorial services (the "Additional Rent"). If the Lease term is extended as provided above, the Additional Rent will be adjusted for the lease years 2021, 2022, and additional renewal terms for any changes in the expenses included as Additional Rent, such increase not to exceed more than five percent (5%) for any one lease year."

4. Notwithstanding any statement to the contrary in this Lease, Lessee agrees that Lessor is entitled, at its option, to relocate Lessee within the Frisco City Hall by substituting the leased premises with like square footage and like amenities at any time during the Extension(s). Lessor may exercise this option by providing Lessee with sixty (60) days advance written notice. In the event Lessor exercises this option, the parties agree that Exhibit "A" to the Lease will be automatically updated to show the substituted leased premises, and all other terms of the Lease will remain effective.

5. If not otherwise defined herein, capitalized terms shall have the same meaning as in the Lease.

6. All provisions in the Lease, as amended, not in conflict herewith are hereby ratified and shall remain in full force and effect.

7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute an instrument.

The undersigned Lessor and Lessee execute this Amendment on the date set forth below, at Frisco, Collin County, Texas.

EXECUTED to be effective the 21st day of February, 2023.

Lessor:


THE CITY OF FRISCO, TEXAS, a Texas corporation organized under the laws of the State of Texas

By: 
Wesley S. Pierson, City Manager

Date Executed: February 21, 2023

Lessee:

COLLIN COUNTY, TEXAS

By: 
Name: CHRIS HILL
Title: COUNTY JUDGE

Date Executed: 3 FEB 2023