

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Amendment No. 1, Lease Amendment, Paella Industrial Partners L.P. – Construction & Projects

On **July 8, 2008**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Kathy Ward**

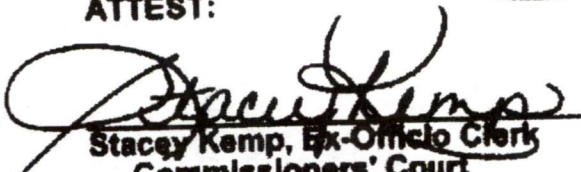
**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

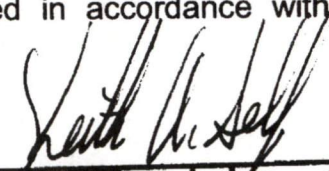
During such session the court considered a request for approval of Amendment No. 1 to the Lease Agreement with Paella Industrial Partners L.P.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of Amendment No. 1 to the Lease Agreement with Paella Industrial Partners L.P. for property located at 2010 Redbud, Suite 102, McKinney, Texas to extend the lease sixty (60) months through and including October 31, 2013 and further authorize the Purchasing Agent to finalize and execute same. Same is hereby approved in accordance with the attached documentation.



ATTEST:


**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**



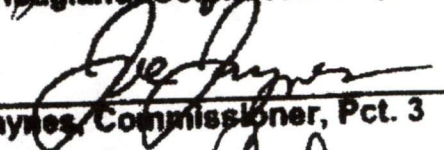
Keith Self, County Judge



Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Kathy Ward, Commissioner, Pct. 4

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is made and entered into this 25th day of July, 2008
by and between:

Landlord
Bryson Management Company
2600 Eldorado Parkway, Suite 210
McKinney, Texas 75070

and

Collin Count Texas, a political
subdivision of the State of Texas
2010 Redbud, Suite 102
McKinney, Texas 75069
(12,312 SF)

This First 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 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 this Amendment to Lease is herein called the "Lease.")

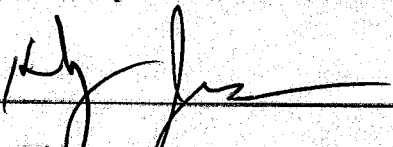
It is the sole intent of this First Amendment to Lease to modify the Lease by the following provisions:

1. The maturity of the Lease will be extended sixty (60) months from the current maturity of August 31, 2008 to October 31, 2013. This is the first renewal option as described in section 26 of the Lease.
2. 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.
3. 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").
4. 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 First Amendment.
5. Landlord and Tenant represent each to the other that it has full right and authority to enter into this First 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 25th day of July, 2008.

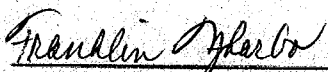
Landlord: **Paella Industrial Partners, L.P.**
BY: McKinney Central Business Park G.P., L.L.C.

By: 
Printed Name: Kirby Jones

Title: Agent

Signed by Tenant this _____ day of _____, 2008

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

By: 

Printed Name: Franklin Ybarbo

Title: Purchasing Agent

per 2008-477-07-08

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7/22/08
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RECEIVED
PURCHASING AGENT
08 JUL 30 AM 10:54

July 25, 2008

Ms. Sara Hoglund
Collin County Purchasing
200 S. McDonald, Suite 230
McKinney, TX 75069

Re: 2010 Redbud, Suite 102

Dear Ms. Hoglund:

Enclosed please find two (2) original fully-executed First Amendment to Lease documents for your files.

We are very pleased to retain Collin County Texas as our tenant. Please feel free to contact our office with any questions.

Sincerely,

Lainie Fisk
Property Manager

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cc: Lease File

2600 Eldorado Parkway #210
McKinney, Texas 75070
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www.brysonrealty.com