

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Amendment No. 2, Lease Amendment, Paella Industrial Partners, L.P. – Construction & Projects

On **July 8, 2013**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self
Matt Shaheen
Cheryl Williams
Chris Hill Not Present
Duncan Webb

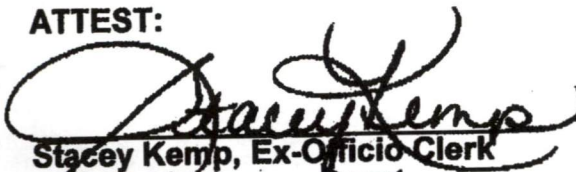
County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of Amendment No. 2 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. 2 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 extend the lease for five (5) years through and including October 31, 2018 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



Matt Shaheen, Commissioner, Pct. 1



Cheryl Williams, Commissioner, Pct. 2

Not Present

Chris Hill, Commissioner, Pct. 3



Duncan Webb, Commissioner, Pct. 4

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AUG 12 2013

CONSTRUCTION
PROJECTS

Second Amendment to Lease

This Second Amendment to Lease is made and entered into this 8 day of July, 2013 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
(12,312 SF)

This Second 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 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 Second 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 October 31, 2013 to October 31, 2018. This is the second renewal option as described in section 26 of the Lease.
2. Base Rent for November 1, 2013 through October 31, 2015 shall be \$9,829.08 per month. Base Rent shall be increased three percent (3%) per year over the previous year Base Rent, payable monthly, beginning November 1, 2015 through October 31, 2018.
3. 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.
4. 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").
5. 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 Second Amendment.
6. Landlord and Tenant represent each to the other that it has full right and authority to enter into this Second 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 7th day of August, 2013.

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 7th day of August, 2013.

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

By: _____

Printed Name: Michaelyn Rains

Title: Purchasing Agent

per Court Order 2013-473-07-08