

FIFTH AMENDMENT TO LEASE

This FIFTH AMENDMENT TO LEASE (this “**Amendment**”) is made as of and entered into on November __, 2025 (the “**Effective Date**”), by and between **2010 REDBUD BLVD OWNER, L.P.**, a Delaware limited partnership (“**Landlord**”), as successor-in-interest to DG Industrial Portfolio I Property Owner, L.P., a Delaware limited partnership, as successor-in-interest to Megillah Realty (Redbud McKinney) ADA Compliant Limited Partnership, a Texas limited partnership, as successor-in-interest to Paella Industrial Partners, L.P., as successor-in-interest to McKinney North Central Business Park, L.P., and **COLLIN COUNTY, TEXAS**, a political subdivision of the State of Texas (“**Tenant**”).

RECITALS

R-1 Landlord's predecessor-in-interest and Tenant entered into that certain Standard Lease Agreement dated July 7, 2003 (the “**Original Lease**”), as amended by that certain First Amendment to Lease dated July 25, 2008 (the “**First Amendment**”), as further amended by that certain Second Amendment to Lease dated July 8, 2013 (the “**Second Amendment**”), as further amended by that certain Third Amendment to Lease dated December 4, 2014 (the “**Third Amendment**”), and as further amended by that certain Fourth Amendment to Lease dated July 8, 2020 (the “**Fourth Amendment**” and together with the Original Lease, the First Amendment, Second Amendment, Third Amendment and the Fourth Amendment, collectively, the “**Existing Lease**”), whereby Tenant leases from Landlord certain premises consisting of approximately 24,712 rentable square feet known as Suite 102 (the “**Premises**”) in the building located at 2010 Redbud Blvd., McKinney, Texas 75069 (the “**Building**”).

R-2 The Lease Term currently is scheduled to expire on November 30, 2025. The parties desire to extend the Lease Term for a period of sixty-two (62) months (the “**Renewal Term**”) commencing December 1, 2025, and continuing through and including January 31, 2031.

R-3 Landlord and Tenant desire to amend the Existing Lease to extend the Lease Term and to otherwise amend the Existing Lease upon the terms and conditions set forth in this Amendment.

R-4 Except as otherwise defined herein, all terms and phrases used in this Amendment that are defined in the Existing Lease shall have the same meaning as set forth in the Existing Lease. In the event of any conflict between the Existing Lease and this Amendment, the terms of this Amendment shall control. The term “**Lease**”, as used herein, means the Existing Lease as amended by this Amendment.

COVENANTS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. Lease Term. Notwithstanding anything in the Existing Lease to the contrary, the Lease Term is extended for the Renewal Term in accordance with the terms and conditions set forth in this Amendment. Unless otherwise terminated sooner in accordance with the terms of the Lease (as amended hereby), the Lease Term shall expire on January 31, 2031. Tenant acknowledges that the Lease (as amended hereby) contains no right or option whatsoever for Tenant to renew or extend the Lease Term beyond the Renewal Term. Tenant shall continue to pay all amounts which accrue under the Lease through the day prior to the commencement of the Renewal Term, as and when due pursuant to the terms of the Lease, and Tenant shall remain liable to Landlord for all liabilities of Tenant accruing under the Lease through the expiration of the Renewal Term.

3. Base Rent. From and after December 1, 2025, Base Rent in the amounts set forth below shall be payable by Tenant to Landlord in accordance with the provisions of the Lease:

<u>Period</u>	<u>Monthly Base Rent</u>
December 1, 2025 – January 31, 2026	***Base Rent abated.
February 1, 2026 – November 30, 2026	\$25,123.87
December 1, 2026 – November 30, 2027	\$26,128.82
December 1, 2027 – November 30, 2028	\$27,183.20
December 1, 2028 – November 30, 2029	\$28,274.65
December 1, 2029 – November 30, 2030	\$29,407.28
December 1, 2030 – January 31, 2031	\$30,581.10

***Provided no default by Tenant has then occurred under the Lease, beyond the expiration of any applicable notice and cure periods, Landlord grants to Tenant an abatement of the Base Rent otherwise payable hereunder during the period of December 1, 2025, and ending January 31, 2026 (the “**Abatement Period**”).

4. Additional Rent. In addition to the Base Rent and other provisions as set forth in the Lease, Tenant shall be and remain obligated for the payment (to Landlord or such other party as may expressly and specifically be required under the Lease) of Additional Rent, including, without limitation, Tenant's Proportionate Share of Taxes and Operating Expenses, together with any and all other charges and amounts due and payable by Tenant under the Lease, all in accordance with the provisions of the Lease.

5. Tenant Improvements. Provided that no default by Tenant exists or would exist but for the passage of time or the giving of notice or both, Landlord shall contribute up to a maximum amount of Twelve Thousand Three Hundred Fifty-Six and No/100 Dollars

(\$12,356.00) (the "**TI Allowance**") to be applied towards the costs of certain alterations to the Premises to be constructed by Tenant ("**Tenant Improvements**"). All Tenant Improvements shall be subject to prior written approval by Landlord. The TI Allowance shall be disbursed by Landlord to Tenant within forty-five (45) days following (a) Tenant's completion of such Tenant Improvements; (b) Landlord's receipt of Tenant's invoice substantiating all costs related thereto; (c) Landlord's receipt of final, executed, and complete lien waivers from all contractors and subcontractors who did work on, or provided materials for, such Tenant Improvements; and (d) Landlord's receipt of a copy of the final permit approved by the applicable governing authority to the extent required for such Tenant Improvements. Landlord shall be under no obligation to pay for any alterations or Tenant Improvements to the Premises in excess of the TI Allowance (and Tenant shall be and remain solely responsible for the prompt payment of any and all such excess costs). Further, such TI Allowance shall only be available for Tenant's use through November 30, 2026, and Tenant hereby waives any and all rights to any unused portion of the TI Allowance remaining as of December 1, 2026. Such Tenant Improvements hereunder shall be deemed alterations for purposes of the Lease, and, therefore, shall be governed by the applicable terms and provisions of the Lease, including, without limitation, Section 6 (Alterations) of the Original Lease, and, further, shall be subject to Landlord's approval of the plans and specifications related thereto.

6. Condition of the Premises. Tenant is currently in possession of the Premises under the Existing Lease and hereby acknowledges the Premises in its AS-IS, WHERE-IS condition as of the date of this Amendment without any representation or warranty of any kind made by Landlord.

7. Termination Option.

a. Tenant's obligation under the Lease, as amended by this Fifth Amendment, 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 the Lease, as amended by this Fifth Amendment, as outlined below.

b. Tenant may terminate the Lease, as amended by this Fifth Amendment, under the conditions stated above, by providing Landlord with a 180-day written notice of its intent to do so ("Notification Period").

c. If Tenant elects to terminate the Lease, as amended by this Fifth Amendment, in accordance with this Paragraph 7, Tenant will be responsible for the reimbursement to Landlord for any unamortized leasing commissions or cost associated with this Fifth Amendment.

8. Landlord's Notice Addresses. Landlord's addresses for purposes of notice under Section 23 Deliveries and Notice of the Lease are hereby amended and changed to the following:

2010 REDBUD BLVD OWNER, L.P.
c/o Starwood Capital Group

One Sansome Street, Suite 3200
San Francisco, CA 94104
Attention: Asset Management

With copy to:

2010 REDBUD BLVD OWNER, L.P.
c/o Starwood Capital Group
591 West Putnam Avenue
Greenwich, Connecticut 06830
Attention: General Counsel

With copy to:

2010 REDBUD BLVD OWNER, L.P.
c/o DI Management LLC
17304 Preston Road, Suite 550
Dallas, TX 75252
Attn: leasing@dalfen.com
Attn: legal@delfen.com

9. Ratification. Except as expressly supplemented, amended or modified by this Amendment, the Lease is hereby ratified and confirmed in all respects, and shall continue in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall control.

10. Authority. The parties represent and warrant to each other that it has full power, right, and authority to execute and perform this Amendment and all corporate or organizational action necessary to do so have been duly taken.

11. Binding Effect. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Submission of this Amendment shall not be deemed to be an offer or an acceptance of the terms herein, and neither Landlord nor Tenant shall be bound by the terms herein until Landlord has delivered to Tenant, or to Tenant's agent, or designated representative, a fully executed copy of this Amendment (which may be delivered in counterparts as described above), signed by both of the parties in the spaces herein provided.

12. Counterparts. This Amendment may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be signed by electronic means, as well as delivered by e-mail or facsimile and, upon receipt, shall be deemed originals and binding upon the parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by e-mail or facsimile, the parties will use best efforts to deliver originals as promptly as possible after execution.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ARE ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective for all purposes as of the Effective Date set forth above.

LANDLORD:

2010 REDBUD BLVD OWNER, L.P.,
a Delaware limited partnership

By: **2010 REDBUD BLVD OWNER GP, L.L.C.**
a Delaware limited liability company
its general partner

By: _____
Andrea Pierce, Authorized Signatory

TENANT:

COLLIN COUNTY, TEXAS
a political subdivision of the
State of Texas

By: _____

Name: _____

Title: _____