

2023 SEP 18 PM 3:15

LEASE EXTENSION #2 WEBB COUNTY, TEXAS

This LEASE EXTENSION AGREEMENT #2 (hereinafter referred to as the "Lease Extension #2") is made and entered into and effective this 14th day of August, 2023, by and between McPherson Plaza, Ltd., a Texas Limited Partnership ("Landlord"), and Webb County, Texas ("Tenant"), a political subdivision of the State of Texas, acting through its Commissioner Court, in connection with the Webb County's Sheriffs Safe Haven Program. Landlord and Tenant will also singularly be known as a "Party" and jointly as "Parties" in this Agreement.

In consideration of the covenants and obligations herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **LEASE AGREEMENT:** The Parties executed a LEASE AGREEMENT dated January 13, 2020 with a term commencing on January 1, 2020 and ending on September 30, 2021 ("Lease Term"). A copy of said LEASE AGREEMENT is attached as Exhibit " A." Tenant exercised its option under the LEASE AGREEMENT to renew and extend the Lease Term beginning October 1, 2021 and ending September 30, 2022 and entered into a Lease Extension of an additional year commencing October 1, 2022 and ending September 20, 2023.
2. **EXTENSION OF PRIOR LEASE TERM:** Pursuant to Paragraph 28.1 of the Lease Agreement, the Parties hereby agree to extend and continue the aforementioned LEASE AGREEMENT for an additional two year term commencing on the 1<sup>st</sup> day of October, 2023 and expiring on the 30th day of September, 2025.
3. **REVISED RENT PAYMENTS:** The base rent for the first year of under this Lease Extension Agreement shall be payable in monthly installments of Six Thousand One Hundred Fifty Dollars (\$6,150.00) and the base rent for the second year under this Lease Extension Agreement shall be payable in monthly installments of Six Thousand Four Hundred Fifty-Seven dollars and Fifty cents (\$6,457.50). Rent is payable on the 1<sup>st</sup> day of each month of the lease term extension. The first full rent payment under this Lease Extension is due on October 1, 2023.
4. **LEASE EXTENSION TERMINATION BY TENANT:** The Parties agree that if funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, TENEANT shall have the right to terminate this LEASE without any further obligation or penalty by providing Landlord ninety (90) days prior written notice of said early termination. Said written termination notice shall be sent in care of Forum Commercial Real Estate, 10410 Medical Loop, Suite 5A, Laredo, TX
5. **OTHER TERMS OF LEASE AGREEMENT:** The parties to this Lease Extension Agreement hereby agree that all other term and conditions of the LEASE AGREEMENT

shall continue during this extended term as if set forth herein.

6. **SUCCESSOR AND ASSIGNS:** This LEASE EXTENSION AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, the heirs, and the permitted successors, transferees and assigns.

EXECUTED as of the Effective Date.

LANDLORD:

**McPherson Plaza, Ltd.,**  
A Texas Partnership  
By: McPherson Plaza GP, L.L.C.  
A Texas Limited Liability Company  
Its General Partner



John R. Hurd, Jr.  
Manager

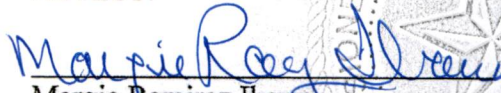
TENANT:

**Webb County**



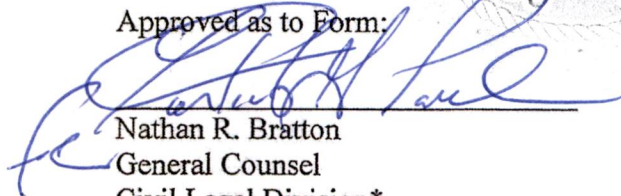
Tano E. Tijerina  
Webb County Judge

ATTEST:



Margie Ramirez Ibarra  
Webb County Clerk

Approved as to Form:



Nathan R. Bratton  
General Counsel  
Civil Legal Division\*

\*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

