

AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT ("Amendment") is executed between Comegy's Holdings 1, Ltd., a Texas limited partnership ("Landlord") and the City of McKinney, Texas ("Tenant") to amend the Commercial Lease Agreement (the "Lease") having an Effective Date of May 1, 2009, covering the Premises with an address of 115-B Industrial Blvd., being approximately 10,000 square feet in area, situated in McKinney, Texas. For valuable consideration, Landlord and Tenant agree as follows:

1. The Term is extended by 3 years and 0 months beginning on June 1, 2014 ("Lease Extension"). The Rent shall remain the same for the duration of the Lease Extension.
2. The effective date of this Lease Extension shall be June 1, 2014.
3. The Expiration Date of the Lease Term is changed to May 31, 2017.
4. Landlord hereby grants to Tenant two (2) options (the "Option") to extend the Term for an additional period of twelve (12) months each (the "Extension"), on the same terms, conditions and covenants as set forth in the Lease. Each Option may be exercised only by written notice delivered to the Landlord no earlier than one hundred eighty (180) days and no later than ninety (90) days before the end of the Lease Extension or the preceding Extension of the Term, whichever date is applicable. The Rent during the Extension may be as agreed by Tenant and Landlord and if no agreement can be reached then the Rent during the Extension will be no more than ninety-five percent (95%) of the then-current fair market rental value of the Premises. The fair market rental value of the Premises will be determined as set forth in Paragraph B.2. of Addendum B to the Lease.
5. Sections 5.04, 5.05, and 6.08 of the Lease are hereby changed to read as follows:

"5.04 Indemnity. Landlord shall not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subtenants, agents, licensees or concessionaires or any other person entering the Premises under express or implied invitation of Tenant, or arising out of any breach or default by Tenant in the performance of Tenant's obligations under this Lease. Tenant shall not be liable to Landlord or to Landlord's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Landlord, Landlord's employees, tenants, agents, licensees or concessionaires or any other person entering the Premises or any adjacent area owned by Landlord under express or implied invitation of Landlord, or arising out of any breach or default by Landlord in the performance of Landlord's obligations under this Lease."

"5.05 Waiver of Subrogation. Each party to this Lease waives any and every claim that arises or may arise in its favor against the other party during the term of this Lease or any

renewal or extension of this Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises, to the extent the loss or damage (a) is not caused by the breach of this Lease by the other party and (b) is not caused by the negligence or willful misconduct of the other party to this Lease and any such loss or damage is covered by and recoverable under valid and collectible insurance policies. These mutual waivers are in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties. Inasmuch as these mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), each party hereby agrees to give immediately to each insurance company (that has issued an insurance policy to such party) written notice of the terms of such mutual waivers, and to cause such policies to be properly endorsed to prevent the invalidation of the insurance coverage by reason of these waivers.”

“6.08 Exemptions from Liability. Except as otherwise specifically provided hereinbelow, Landlord shall not be liable for any damage or injury to the persons, business (or any loss of income), goods, inventory, furnishings, fixtures, equipment, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises, whether the damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or wind; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising on or about the Premises or upon other portions of any building of which the Premises is a part, or from other sources or places; or (d) any act or omission of any other tenant of any building on the Property. Landlord shall not be liable for any damage or injury even though the cause of or the means of repairing the damage or injury are not accessible to Tenant. The provisions of this Section 6.08 will not, however, exempt Landlord from liability for Landlord's negligence or willful misconduct or breach of this Lease. In addition, nothing in this Section 6.08 will prevent, prohibit, or preclude Tenant from pursuing any claims or causes of action that may be available to Tenant against the third-parties responsible for Tenant's damages or injuries, and Landlord agrees that it will not take any action in derogation of Tenant's right(s) of recovery, if any, and that Landlord will cooperate with Tenant in Tenant's pursuit of such claims or causes of action.”

6. As further consideration for the Lease Extension, Landlord agrees to promptly initiate and complete the following repairs and upgrades, at no cost to Tenant, within ___ days of the effective date of this Lease Extension unless such repairs and upgrades cannot be completed within such time period, in which event Landlord shall initiate and work diligently to complete such repairs and upgrades as soon thereafter as is practicable:
 - a. Update and upgrade the men's restroom and the women's restroom as follows:
 - i. Repair and replace the commodes and/or toilet seats;
 - ii. Retile the floors with ceramic tile;
 - iii. Replace the partitions and doors that create stalls around and between commodes as well as urinals;

- iv. Replace the countertops, sinks and sink fixtures, and if necessary the supporting cabinets therefor;
- v. Replace soap dispensers, toilet paper dispensers and paper towel dispensers; and,
- vi. Repair any walls as may be necessary and paint the walls and fixtures.

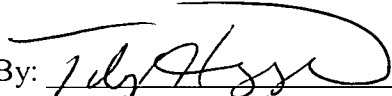
Such updates and upgrades shall conform to all applicable laws, codes, ordinances, rules and regulations and be of a quality acceptable in an office environment that is open to the general public as opposed to a private warehouse environment.

- b. Install exterior safety lighting around the Premises and in and about the adjacent parking areas.
- c. Inspect and repair the leaks in the roof.

Except as specifically changed and modified by this Amendment, all of the provisions set forth in the Lease, as it may have been previously amended, are hereby confirmed and will remain in effect. Tenant accepts the Premises in "AS IS" condition with all faults save and except as provided otherwise in the Lease. Capitalized terms used in this Amendment that are not defined in this Amendment shall have the meanings given to them in the Lease. This Amendment is executed as of the 30 day of April, 2014.

LANDLORD:

Comegy's Holdings 1, Ltd.

By: 
Name: Toby Haggard
Title: Agent

TENANT:

City of McKinney, Texas

By: _____
Jose Madrigal
Deputy City Manager