

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease is made and entered into effective as of 1st day of September, 2020 by and between AMI Wealth Strategies, LLC (Landlord) and City of McKinney, Texas (Tenant).

A. On May 17, 2017, Landlord and Tenant entered into that certain Commercial Lease Agreement (the "Lease") for the demised premises described therein as Lots 63a, 63b, 64b, 65c, 65d and 65g, Block 8, of the City of McKinney Original Donation, and more commonly referred to as 210 North Tennessee Street, McKinney, Texas 75069 (the Property).

B. Landlord and Tenant desire to extend the Term and amend the Lease as set forth below.

Now, THEREFORE, in consideration of the mutual covenants contained in the Lease and herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **EXTENSION TERM; RENT.** Pursuant to Section 2, "Term of Lease", Tenant hereby exercises its right to extend the Term of the Lease Agreement for sixty (60) months (Renewal Term) beginning August 1, 2022 through July 31, 2027.

2. **RENT:** The Base Rent provision of Section 4 of the Lease Agreement shall be amended as follows:

**"Section 4. RENT:** Effective upon the execution of this First Amendment, the Base Rent schedule shall be as follows:

September 1, 2020 – July 31, 2022	\$29,300 per month
August 1, 2022 – July 31, 2025	\$31,400 per month
August 1, 2025 – July 31, 2027	\$33,600 per month

In addition to the base rental rate above tenant will continue to pay estimated NNN expenses for the property monthly."

3. **ASSIGNMENT AND SUBLETTING:** Tenant will have the absolute right to sublease the leased premises, without Landlord consent, to any City of McKinney affiliate or any other tenant that will not unduly expose the building to hazardous materials, as such are generally defined by the Texas Commission on Environmental Quality (TCEQ) and the Environmental Protection Agency (EPA).

4. **PARKING:** Tenant will continue to have the exclusive use of the sixty-four (64) parking spaces which are owned or controlled by Landlord. Landlord will extend the parking lot lease with the parking lot owner from its current expiration of July 17, 2023 to at least July 31, 2027.
5. **HVAC MAINTENANCE/REPAIR:** If HVAC unit DTU 2-1 fails during the remainder of the Term, Landlord will pay the first \$2,500 towards repair/replacement, and Tenant will cover the balance of the cost of repair/replacement of this unit. For all other HVAC equipment during the remainder of the Term, the Tenant's annual contribution shall be capped at \$500/yr.
6. **PROPERTY CONDITION:** Tenant accepts the premises in an "as is" condition.
7. **Other Lease Terms Remain Unchanged.** Those terms of the Lease not modified by this First Amendment remain in full force and effect for the remainder of the Term.

LANDLORD:  
AMI WEALTH STRATEGIES

TENANT:  
CITY OF MCKINNEY, TEXAS

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APPROVED AS TO FORM:

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MARK HOUSER  
CITY ATTORNEY

