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NAVARRO COUNTY  
AUDITOR'S OFFICE

FIFTH AMENDMENT

THIS FIFTH AMENDMENT (the "Amendment") is made and entered into as of the \_\_\_\_ day of September, 2021, by and between PS Business Parks, L.P., a California limited partnership ("Landlord"), and Navarro County for Occupancy of the North Texas High Intensity Drug Trafficking Area (HIDTA) ("Tenant").

RECITALS

- A. Landlord (as successor in interest to CIVF I – TX1B01 & B02, M02-M05, W04, W07-W10, L.P., a Delaware limited partnership) and Tenant are parties to that certain lease dated 06/18/1999 which lease has been previously amended by instrument(s) dated 09/18/2003, 10/30/2008, 08/16/2014, and 08/24/2015 (collectively, the "Lease"). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 48,103 rentable square feet (the "Premises") described as Suite(s) 100 and 104 of the building located at 8404 Esters Boulevard, Irving, TX, 75063 (the "Building"), which is a part of the project commonly referred to as Freeport Business Park, (the "Project").
- B. The Lease by its terms shall expire on 09/30/2021 ("Prior Termination Date"), and the parties desire to extend the Term of the Lease, all on the following terms and conditions.

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

- I. **Extension.** The Term of the Lease is hereby extended and shall expire on 03/31/2022 ("Extended Termination Date"), unless sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing the day immediately following the Prior Termination Date ("Extension Date") and ending on the Extended Termination Date shall be referred to herein as the "Extended Term".
- II. **Base Rent.** As of the Extension Date, the schedule of Base Rent payable with respect to the Premises during the Extended Term is the following:

Period	Monthly Base Rent
10/01/2021 - 03/31/2022	\$36,678.54

All such Base Rent shall be payable by Tenant in accordance with the terms of the Lease.

- III. **Additional Security Deposit.** No additional security deposit shall be required in connection with this Amendment.
- IV. **Operating Expenses.** For the period commencing on the Extension Date and ending on the Extended Termination Date, Tenant shall pay for Tenant's Proportionate Share of Operating Expenses in accordance with the terms of the Lease.
- V. **Improvements to Premises.**
  - A. **Condition of Premises.** Tenant is in possession of the Premises and accepts the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as may be expressly provided otherwise in this Amendment.
  - B. **Responsibility for Improvements to Premises.** Any construction, alterations or improvements to the Premises shall be performed by Tenant at its sole cost and expense

using contractors selected by Tenant and approved by Landlord and shall be governed in all respects by the provisions of Article 6 of the Lease.

VI. **Additional Extension.** Intentionally omitted.

VII. **EFT.** Intentionally omitted.

VIII. **Other Pertinent Provisions.** Landlord and Tenant agree that, effective as of the date of this Amendment (unless different effective date(s) is/are specifically referenced in this Section), the Lease shall be amended in the following additional respects:

A. Under Section IX of the Fourth Amendment dated 08/24/2015, paragraphs A and B are hereby deleted in their entirety.

IX. **Miscellaneous.**

A. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.

B. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.

C. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.

D. Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.

E. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

F. Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment. Tenant agrees to indemnify and hold Landlord, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents (collectively, the "**Landlord Related Parties**") harmless from all claims of any brokers claiming to have represented Tenant in connection with this Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no broker in connection with this Amendment. Landlord agrees to indemnify and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such agents (collectively, the "**Tenant Related Parties**") harmless from all claims of any brokers claiming to have represented Landlord in connection with this Amendment. In no event shall Landlord be obligated to pay a commission to any broker or agent in connection with any extension of the Extended Term (whether pursuant to the automatic extension described above or otherwise) except as may be specifically provided otherwise in a separate written agreement between Landlord and any such broker or agent.

G. Each signatory of this Amendment represents hereby that he or she has the authority to

execute and deliver the same on behalf of the party hereto for which such signatory is acting. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Term, an uncured event of Default under the Lease will be deemed to have occurred, without the necessity of notice to Tenant.

H. Intentionally omitted.

I. Notwithstanding anything to the contrary contained in this Amendment or the Lease, the liability of Landlord (and of any successor Landlord) under this Amendment and the Lease shall be limited to the lesser of (a) the interest of Landlord in the Building, or (b) the equity interest Landlord would have in the Building if the Building were encumbered by third party debt in an amount equal to 80% of the value of the Building (calculations of equity shall be made as of the initial date Tenant notifies Landlord of the actual or alleged default or other claim). Tenant shall look solely to Landlord's interest in the Building for the recovery of any judgment or award against Landlord or any Landlord Related Party. Neither Landlord nor any Landlord Related Party shall be personally liable for any judgment or deficiency, and in no event shall Landlord or any Landlord Related Party be liable to Tenant for any lost profit, damage to or loss of business or any form of special, indirect or consequential damage. Before filing suit for an alleged default by Landlord, Tenant shall give Landlord and any mortgagee(s) whom Tenant has been notified hold mortgages or other encumbrances on the Building, notice and reasonable time to cure the alleged default.

J. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Amendment. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Amendment and shall be of the same force and effect as original signatures and shall be enforceable and admissible in lieu of original signatures to this Amendment. Landlord and Tenant intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as original hand-written signatures for all purposes, and hereby waive any defenses to the admissibility or enforcement of the terms of this Amendment based on such telecopied or e-mailed signatures.

X. Esignature Consent. Intentionally omitted.

**[SIGNATURES ARE ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

**LANDLORD:**

**PS Business Parks, L.P.,  
a California limited partnership**

By: PS Business Parks, Inc.,  
a Maryland corporation

Its: General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

**Navarro County for Occupancy of the North Texas  
High Intensity Drug Trafficking Area (HIDTA)**

By:  9-27-21

Name: H.M. Davenport Jr.

Title: Navarro County Judge