



PS BUSINESS PARKS.

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NAVARRO COUNTY
AUDITOR'S OFFICE

26

November 17, 2020

Steve Brandt
Navarro County for Occupancy of the North Texas High Intensity Drug Trafficking Area (HIDTA)
8404 Esters Suite 100
Irving, TX 75063

RE: Operating Expense Estimate Notice, Lease ID # t0015920

Dear Steve Brandt:

Effective January 1, 2022, the new operating expense estimate pursuant to your lease agreement, will change. In addition to your new operating expense estimate, please continue to pay your current Base Rent and any other monthly charge amounts. The new total monthly amount is as follows:

	2021	2022
Base Rent	\$ 36,678.54	\$ 36,678.54
Expense Recovery	\$ 12,999.64	\$ 13,497.66
Monthly Total	\$ 49,678.18	\$ 50,176.20

was already approved in 2021 for 2022

We appreciate your immediate attention to this letter, and trust you will forward it to the appropriate department. If you have already sent your payment, please send the difference between the payment sent and the new Monthly Total. If your monthly rent payment is currently via Electronic Funds Transfer or Automatic Check Handling, the operating expense estimate will be included when we pull the next rent payment.

Also, please make note of the mailing address provided for you below to ensure timely posting of your payment.

Payment Remittance Address: PS Business Parks, LP
P.O. Box 200697-01
Dallas, TX 75320-0697

If you have any questions, do not hesitate to call me at (972) 907-3610. As always, your tenancy is appreciated.

Sincerely,

Kelly Swingle
Senior Property Manager
1840 Hutton Drive, Suite 160
Carrollton, TX 75006

NAVARRO COUNTY, TEXAS
MONTHLY PAYMENT AUTHORIZATION

PURPOSE OF EXPENDITURE: Monthly Rent on HIDTA Facility - APR 2022

PAYABLE TO: PS Business Parks

VENDOR: 6758

AMOUNT: \$57,592.08

Debit: 324-516-418

Desc:

T0015920 - BASE RENT

\$44,094.42

T0015920 - OPERATING EXPENSE

\$13,497.66

Invoice# APR 2022

Vendor#: 6758

Comments:

HIDTA Monthly Rent for Facility at 8404 Esters Road, Irving, TX 75063.

BY: W. Robinson

DATE: 03/23/2022

max

2022 2 20 2

Extension Amendment

SIXTH AMENDMENT

THIS SIXTH AMENDMENT (the "Amendment") is made and entered into as of March 20, 2022 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 June 18, 1999, which lease has been previously amended by instrument(s) dated September 18, 2003, October 30, 2008, August 26, 2014, August 24, 2015 and September 29, 2021 (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 No(s). 100 and 104 of the building located at 8404 Esters Boulevard, Irving Texas 75063 (the "Building"), which is a part of the project commonly referred to as Freeport Business Park, (the "Project").
- B. The Lease is scheduled by its terms to expire on March 31, 2022 (the "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 for a period of six (6) months and shall expire on September 30, 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". Notwithstanding anything to the contrary contained in the Lease, Tenant acknowledges and agrees that Tenant has no right to extend, nor cause to be accelerated, the Extension 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
4/1/2022 – 9/30/2022	\$44,094.42

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.
 - 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. **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:

Article 16 (Holding Over) of the Lease is hereby amended by (i) deleting the second sentence of such paragraph (which sentence begins "If, for any reason"), and (ii) adding the following:

Tenant's occupancy shall be subject to all the terms and provisions of this Lease, and during the first 31 days of any such holdover, Tenant shall pay an amount equal to 150% of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover, calculated and payable on a per day basis for each day in such initial 31 day

period that Tenant holds over in the Premises. Thereafter, commencing on the 32nd day of any such holdover, Tenant shall pay an amount (on a per calendar month basis without reduction for partial calendar months during the remainder of the holdover) equal to 200% of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover. Furthermore, if Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover, Tenant shall be liable for all damages (including, without limitation, consequential, indirect and special) that Landlord suffers from the holdover.

VII. 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 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 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.
- 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 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.

- VIII. 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

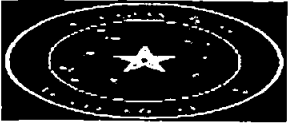
By: _____
Name: Amy Heritage
Title: Regional Vice President

TENANT:

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

By: 
Name: H.M. DAVENPORT, Jr.
Title: Navarro County Judge

3-28-22



Natalie Robinson <nrobinson@navarrocounty.org>

Rent

4 messages

Natalie Robinson <nrobinson@navarrocounty.org>
To: Steve Brandt <Steven.Brandt@texomahidta.org>

Mon, Mar 21, 2022 at 10:02 AM

Hi Steve

Just checking on what I need to do as far as your rent this month.

Thanks
Natalie

--

Natalie Robinson First Assistant Auditor, Navarro County



Phone: (903) 875-3321
Email: nrobinson@navarrocounty.org
Address: 300 W 3rd Ave, Suite 4 Corsicana, TX 75110
Fax: (903) 654-3097

Steven Brandt <Steven.Brandt@texomahidta.org>
To: Natalie Robinson <nrobinson@navarrocounty.org>
Cc: Lance Sumpter <Lance.Sumpter@texomahidta.org>

Mon, Mar 21, 2022 at 10:18 AM

I am waiting to hear, Hopefully I have an answer for you today or tomorrow. Will that be enough time to get in either an adjusted payment amount or an extension?

Sincerely,

Steve Brandt

Financial Manager

Texoma HIDTA

972-915-9508 Office

214-505-9340 Cell

Steven.Brandt@texomahidta.org

[Quoted text hidden]

Natalie Robinson <nrobinson@navarrocounty.org>
To: Steven Brandt <Steven.Brandt@texomahidta.org>

Mon, Mar 21, 2022 at 10:20 AM

Yes that should be ok

[Quoted text hidden]

Steven Brandt <Steven.Brandt@texomahidta.org>
To: Natalie Robinson <nrobinson@navarrocounty.org>

Tue, Mar 22, 2022 at 3:25 PM

I believe we are going to receive a short term extension to stay here until we resolve the new place. It will be a 6 month extension but at a higher rate. I believe the new rate will be a \$44,094.42 plus the expense recovery amount of 13497.66 for a total monthly lease cost of \$57,592.08. Hopefully I will have a written lease extension to sign. I will confirm the amount with our real estate broker but plan on that number for April as of now.

Sincerely,

Steve Brandt

Financial Manager

Texoma HIDTA

972-915-9508 Office

214-505-9340 Cell

Steven.Brandt@texomahidta.org

From: Natalie Robinson <nrobinson@navarrocounty.org>
Sent: Monday, March 21, 2022 10:02 AM
To: Steven Brandt <Steven.Brandt@texomahidta.org>
Subject: [EXTERNAL] Rent

Hi Steve

[Quoted text hidden]