

# FIFTH AMENDMENT TO

## LEASE AGREEMENT

This Fifth Amendment ("Amendment") is entered into effective as of \_\_\_\_\_, 2023, between PANTHERS ACQUISITION PARTNERS, LTD., a Texas limited partnership ("Landlord") and TARRANT COUNTY TEXAS ("Tenant").

### RECITALS

- A. Landlord and Tenant entered into that certain Lease Agreement dated April 30, 2019, Commissioners court Order Number 130063, covering parking spaces located at North Commerce Street, Fort Worth, Texas ("Premises") more particularly described in the Lease.
- B. Landlord and Tenant desire to amend certain provisions of the Lease and are entering into this Amendment for such purpose.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Landlord and Tenant to each other, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. The Recitals specified above are true and correct and are hereby made a part of this Amendment.
- 2. Section 1(A) – Premises. Legal Description. The property on which the Premises is situated (the "Property" described as:

*BEING 2.755 acres of land comprised of all of Lots 1 thru 36, Block 20, North Fort Worth Townsite Company's Subdivision, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 204-A, Page 117, of the Plat Records of Tarrant County, Texas.*

- 3. Section 2 – Term. The term of the Lease is hereby extended through December 31, 2024, with no extension options.
- 4. Section 3 – Rent. Tenant agrees to pay rent to Landlord in the sum of Three Thousand Dollars (\$3,000.00) monthly during the Term hereof ("Rent"), for a total of Thirty-Six Thousand Dollars (\$36,000.00) annually. The Rent will be paid monthly in advance with the first payment due and payable on the Commencement Date and with a like payment due and payable on the 10<sup>th</sup> day of each month thereafter during the Term.
- 5. Section 4 – Permitted Uses. The permitted hours of use of the Premises by the Tenant are for 5:00 am to 12:00 am (midnight), 7 days a week, 365 days a year.
- 6. Except as amended hereby, the Lease is unchanged. Landlord and Tenant hereby ratify and affirm the Lease, as valid and subsisting, as amended hereby.

Executed as of the day, month and year first above written.

LANDLORD:

PANTHER ACQUISITION PARTNERS, LTD.  
A Texas Limited partnership

By: Panther Acquisition Partners, LTD.  
A Texas Corporation

By: \_\_\_\_\_  
Name : Mark Brock  
Title: Manager Partner

SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY OF TARRANT

STATE OF TEXAS

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

Tim O'Hare  
County Judge

APPROVED AS TO FORM:

\_\_\_\_\_  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Auditor