

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT ("Amendment") is made and entered into as of \_\_\_\_\_, 2023, by and between MERCANTILE PARTNERS, L.P., a Texas limited partnership ("Landlord") and TARRANT COUNTY, TEXAS ("Tenant").

### RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement ("Lease Agreement") dated June 22, 2021, pursuant to which Tenant leases from Landlord approximately 36,763 square feet of Rentable Area in a warehouse/distribution complex within Mercantile Center on the real property at 4708 Mercantile Drive, Fort Worth, Tarrant County, Texas more particularly described in the Lease Agreement. The Lease was amended by a certain First Amendment to Lease Agreement dated August 24, 2021. The Lease and subsequent amendment are collectively referred to herein as (the "Lease").

B. Landlord and Tenant desire to further amend certain provisions of the Lease and are entering into this Amendment for such purpose.

NOW, THEREFORE, in consideration of the sum 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. All of the Recitals specified above are true and correct and are hereby made a part of this Amendment.

2. All defined terms used in this Amendment shall have the same meaning as ascribed to such terms in the Lease, unless otherwise defined in this Amendment.

3. Section 1.02. The first paragraph is hereby deleted and replaced with the following:

The term of this Lease shall commence on September 1, 2021 (the "Commencement Date") and shall end (unless sooner terminated or extended as hereinafter provided) on the last day of the twenty-four (24th) full calendar month following the Rental Commencement Date (as hereinafter defined). The "Rental Commencement Date" of this Lease shall be the Commencement Date. Subject to Section 16.05 of this Lease and any Tenant Delays (as hereinafter defined), Landlord shall use commercially reasonable efforts to cause the Leased Premises to be ready for occupancy on or before September 1, 2021 ("Delivery Date").

4. Tenant and Landlord desire to modify the original term of the Lease in Section 1.02 extending the term on a month-to-month basis beginning September 1, 2023. Tenant or Landlord may terminate the Lease Agreement by giving the other party thirty (30) days written notice.

5. Section 16.09. This Section is hereby deleted and replaced with the following:

THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE AND ENFORCEMENT OF THIS LEASE. IF ANY PROVISION OF THIS LEASE SHOULD BE HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS LEASE SHALL NOT BE AFFECTED THEREBY. ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE LEASE SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN TARRANT COUNTY, TEXAS, AND THE PARTIES IRREVOCABLY CONSENT TO THE JURISDICTION AND VENUE OF SUCH COURTS.

6. Section 16.21. The first paragraph is hereby deleted and replaced with the following:

To the extent permitted by the Texas Constitution, laws, and rules, and without waiving any immunities or defenses available to Tenant as a governmental entity, To the extent permissible by Texas law for a county in Texas, Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold harmless Landlord, and Landlord's property, and each of Landlord's partners, joint venturers, directors, officers, employees, agents, attorneys, successors, and assigns from and against any and all claims, liabilities, penalties, fines, judgments, liens, forfeitures, damages (including indirect or consequential damages) and losses (including, without limitation, diminution in the value of the property of a third party or of the Leased Premises, and damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises), costs, and expenses (including attorneys' fees, engineering fees, consultant fees, and expert fees) for or with respect to the death of or injury to any person whomsoever (including third parties), or injury or damage to or contamination of any property whatsoever (including soil and ground water and property of third parties) arising from or caused in whole or in part, directly or indirectly, by (1) the presence of any Hazardous Substances in, on, under or about the Leased Premises or any discharge, threatened release, or releases of any Hazardous Substances at, in or from the Leased Premises caused by Tenant or Tenant's agents, invitees, employees, representatives, or contractors, or Tenant's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of any Hazardous Substances to, in, on, under, about or from the Leased Premises, or (2) Tenant's failure to comply with any Hazardous Substances Law, or (3) Tenant's failure to comply with or Tenant's breach of any of Tenant's covenants regarding Hazardous Substances contained in this Lease. Tenant's obligations hereunder shall include, without limitation, and without regard to whether the same were foreseeable or unforeseeable, any and all reasonable costs incurred in connection with any investigation of site conditions, and any and all reasonable costs of any required or necessary repair, cleanup, detoxification, or decontamination of the Leased Premises and the soil and ground water on or under same, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. Tenant's obligations hereunder are continuing and shall survive the expiration or earlier termination of the term of the Lease, and any transfer, assignment, assumption or subletting of the Lease to or by another person. For purposes of the indemnity provisions hereof, any acts, omissions or conduct of Tenant, or by employees, agents, assignees, contractors, or subcontractors of Tenant or others acting for, at the request of, or on behalf of Tenant (regardless whether they are authorized, unauthorized, negligent, intentional, willful or unlawful), shall be strictly attributable to Tenant.

7. Section 16.26. This Section is hereby added to the Lease:

SECTION 16.26. Texas Public Information Act. Tenant advises Landlord that Tenant is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Landlord's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on Tenant to disclose Landlord information that may be subject to an exception from disclosure, Tenant will (i) promptly notify Landlord of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

8. Section 16.27. This Section is hereby added to the Lease:

SECTION 16.27. Chapters 2271, 2252, and 2274 Texas Government Code Verification.

(a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Landlord verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Lease. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

(b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Landlord warrants and represents that: (1) neither Landlord nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Landlord nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Landlord nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Landlord further represents and warrants that neither Landlord nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

(c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Landlord verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Lease. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

(d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Landlord verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Lease against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the Tenant or potential Tenant and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

9. Tenant may remove up to ten (10) cubicles from the Leased Premises prior to termination of the Lease Agreement.

10. Except as previously amended and as amended hereby, the Lease is unchanged. Landlord and Tenant hereby ratify and affirm the Lease, as amended hereby, as valid and subsisting.

(Remainder of page left intentionally blank)  
(Signature page immediately follows)  
Executed as of the day, month and year first above written.

**LANDLORD:**

**MERCANTILE PARTNERS, L.P.,**  
a Texas limited partnership

By: Mercantile Corporation of Fort Worth,  
a Texas corporation, General Partner

By: \_\_\_\_\_  
Name: Brian L. Randolph  
Title: President

**TENANT:**

**TARRANT COUNTY, TEXAS**

By: \_\_\_\_\_  
Name: Tim O'Hare  
Title: County Judge  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Auditor

**CERTIFICATION OF FUNDS AVAILABLE  
FOR THE AMOUNT OF \$ \_\_\_\_\_**

**\*APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Assistant District Attorney

\* By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).