

FIRST LEASE MODIFICATION AND EXTENSION AGREEMENT

BETWEEN **SEGUIN COURT MAGEN LLC**, as successor-in-interest to Seguin Court Plaza, LP, AS LANDLORD, and **CITY OF SAN MARCOS- WOMEN, INFANTS, AND CHILDREN SUPPLEMENTAL NUTRITION PROGRAM**, AS TENANT, for Premises in **SEGUIN COURT PLAZA, 550 N. HWY 123 BYPASS, SUITE 160, SEGUIN, TEXAS 78155**.

It is agreed by and between the hereinabove named parties that the Lease Agreement dated **June 27, 2016**, is a valid and existing lease agreement, and supplemented by this Amendment; and

That in the event of any conflict between the terms, conditions, and provisions of said Lease Agreement and of this Amendment, the provisions of this Amendment shall control; and

It is expressly agreed and understood by and between Lessor and Lessee that the following language be added to the Lease Agreement:

TERM: The Lease term shall be extended for a Sixty (60) month period beginning September 1, 2021 and ending August 31, 2026.

RENTAL: Effective September 1, 2021 through August 31, 2022 the minimum base rent shall be \$1,377.10 per month.

Effective September 1, 2022 through August 31, 2023 the minimum base rent shall be \$1,459.73 per month.

Effective September 1, 2023 through August 31, 2024 the minimum base rent shall be \$1,559.73 per month.

Effective September 1, 2024 through August 31, 2025 the minimum base rent shall be \$1,659.73 per month.

Effective September 1, 2025 through August 31, 2026 the minimum base rent shall be \$1,759.73 per month.

[SIGNATURES ON FOLLOWING PAGE]

Except as herein modified or supplemented, all other terms and conditions of said Lease Agreement shall remain unchanged and in full force and effect.

Executed this _____ day of February, 2021

LANDLORD: **Seguin Court Magen LLC**

By: _____

Its: _____

TENANT: **City of San Marcos- Women, Infants, and Children Supplemental Nutrition Program**

By: _____

Its: _____