

SECOND AMENDMENT TO LEASE AGREEMENT

The following shall serve as a Second Amendment to that certain Commercial Lease dated June 27, 2016, by and between Seguin Court Magen LLC, as successor-in-interest to Seguin Court Plaza, LP ("Landlord") and City of San Marcos – Women, Infants, and Children Supplemental Nutrition Program ("Tenant").

WHEREAS Landlord and Tenant entered into a Commercial Lease dated June 27, 2016, and a First Lease Modification and Extension Agreement dated March 9, 2021, for approximately 2,930 square feet of space in the Seguin Court Plaza located at 550 N Hwy 123 Bypass, Suite 160, in the City of Seguin, Guadalupe County, Texas, 78155; and

WHEREAS the parties hereto have agreed that the Lease shall be amended and modified;

NOW THEREFORE in consideration of ONE and NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree to the Second Amendment to Lease Agreement as follows:

- 1. TERM: Five (5) Years
(Beginning September 1, 2026, and maturing August 31, 2031)
- 2. MINIMUM GUARANTEED RENTAL:
 - Year 1: \$2,109.60 per month (\$ 8.64 PSF/year) + NNN expenses
 - Year 2: \$2,256.10 per month (\$ 9.24 PSF/year) + NNN expenses
 - Year 3: \$2,414.81 per month (\$ 9.89 PSF/year) + NNN expenses
 - Year 4: \$2,583.28 per month (\$10.58 PSF/year) + NNN expenses
 - Year 5: \$2,766.41 per month (\$11.33 PSF/year) + NNN expenses
- 3. EXPENSES: Tenant to continue paying its pro rata share of Common Area Maintenance (C.A.M.), Tax and Insurance expenses as outlined in the Original Lease Agreement.

If there are any conflicts between the terms and provisions of the Lease and the Second Amendment, the terms and provisions of the Second Amendment shall control.

All other terms and provisions of the Lease will remain in full force and effect.

This Second Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Facsimile, digital image, photocopied, and other duplicated signatures of original signatures on this instrument shall have the same status and be accepted as original.

AGREED and ACCEPTED:

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

LANDLORD: Seguin Court Magen LLC

BY: _____

BY:  _____

NAME: _____

NAME: Robert E JACOBSON

ITS: _____

ITS: agent

DATE: _____

DATE: 3/14/26