

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Second Amendment") is entered into between the City of Lewisville, Texas (the "City") and Keep Lewisville Beautiful ("KLB") (collectively, "Parties").

WHEREAS, the City owns the City of Lewisville Visitor Information Center located at 247 West Main Street, Lewisville, Texas (the "Building"); and

WHEREAS, on December 11, 2019, the City and KLB entered into an Office Space Lease Agreement to lease the space comprised of Offices 18 and 20 in the west hallway of the Building, as further modified by the First Amendment dated June 20, 2022 (collectively, the "Lease Agreement," attached hereto as Attachment "A"; and

WHEREAS, the Parties wish to enter into this Second Amendment in order to amend the Lease Agreement to amend the definition of the Premises and Building, to make other changes necessary to reflect the use of the new Premises, to make other clarifying amendments for consistency within the Lease Agreement, and to clarify the insurance requirements.

NOW, THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties do mutually agree as follows:

1. The recitals set forth above are hereby adopted and incorporated into the body of this Second Amendment as if fully set forth herein.

2. Section II of the Lease Agreement is hereby deleted in its entirety and replaced with a new Section II, to read as follows:

"Lessor leases to Lessee and Lessee leases from Lessor the space comprised of the Receiving Room (Room #119) in the maintenance hallway, as generally shown in Exhibit "B" (the "Premises") in Thrive Recreation Center, located at 1950 S. Valley Parkway, Lewisville, Texas (the "Building"), except that the Premises shall also include Offices 18 and 20 in the west hallway of the City of Lewisville Visitor Information Center at 247 West Main Street, Lewisville, Texas, for a period commencing on January 5, 2026 and ending on January 15, 2026."

3. The last paragraph of Section IV of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"The City hereby acknowledges and accepts that, so long as all conditions described above are met by the Lessee, the entire monthly rent will be eliminated by the reductions provided for herein. The City finds that: (1) Lessee's ongoing conformance with the December 11, 2019 agreement between Lessor and Lessee and the annual provision of the three (3) in-kind services provided for above accomplish a public purpose and provide adequate consideration for the provision of the Premises under this Agreement; (2) the City, through this Agreement, has ensured that the public purpose will be accomplished or the rent will be paid; and (3) the City will receive a return benefit from the provision of the services required for the rent reduction."

4. Section XI is hereby deleted in its entirety and replaced with a new Section XI, to read as follows:

“Section XI. Building Services and Use

A. Lessor agrees to:

1. Furnish electricity, water, sewer, and natural gas utility services to the Building, as well as climate control during hours when the Building is open to the public;
2. Furnish cleaning services customary in the Building sufficient for presentable, clean, and sanitary premises to the general public;
3. Allow Lessee to use the shared restrooms and kitchen/breakroom in the Building, subject to reasonable restriction;
4. Allow Lessee to use the conference room when not scheduled for use by Lessor's staff, including use for the Lessee's monthly board meetings as scheduled in advance with Lessor's staff;
5. Allow the Lessee to use the public reception area with the understanding that City use of the space takes priority and that Lessor's clerical staff will not be available to perform work on behalf of the Lessee;
6. Allow the Lessee to use adjacent exterior parking for use by its employees, volunteers, and visitors, leaving the spaces directly in front of the Building entrance open for visitors;
7. Allow the Lessee to place a white vinyl decal of the Keep Lewisville Beautiful logo on the glass entry door when approaching the Building;
8. Arrange access for Lessee employees through both the front and back doors of the Building, providing such physical or electronic needs as are required;
9. Allow the Lessee to receive mail delivery at the Building;
10. Allow the Lessee to use the City-owned copy machine and supplies at no added cost when making copies of materials related to events and programs being produced jointly by the City and KLB;
11. Grant the Lessee access to limited storage space in the Building storage rooms labeled in Exhibit “B” for office supplies and similar items; and
12. Provide keys to the doors of the Premises and the storage rooms referenced in section 11, above.

B. Lessee agrees to:

1. Pay in a complete and timely manner all installation, maintenance, and other costs related to its own telephone and Internet services;
2. Notify City staff at least one (1) week in advance of any scheduled activities that will require use of the conference room or the reception area;
3. Work with Lessor's staff to ensure general cleanliness and tidiness of public and shared spaces in the Building and of visitor parking areas; and
4. Provide the Lessor with keys to any office door locks installed by the Lessee.”

5. Section XIII of the Lease Agreement is hereby deleted in its entirety and replaced with a new Section XIII, to read as follows:

“Lessee agrees to maintain insurance throughout the term of the Agreement, in accordance with Exhibit “C”. All Certificates of Insurance shall be kept current and shall be forwarded to the Risk

Management division of the City by cover letter from the Lessee. Insurance certificate must be received and approved prior to move-in."

6. The notice information in Section XVII of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"If to Lessor, to: City of Lewisville
Attn: Stacie Anaya
191 Civic Circle
Lewisville, Texas 75067

If to Lessee, to: Keep Lewisville Beautiful
Attn: Amy Wells
Thrive
1950 S. Valley Parkway
Lewisville, TX 75067

7. A map depicting the Premises, attached hereto as Attachment "B" shall be attached to the Lease Agreement as Exhibit "B".

8. The City's Insurance Requirements, attached hereto as Attachment "C", shall be attached to the Lease Agreement as a new Exhibit "C".

9. This Second Amendment may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

10. In case any one or more of the provisions contained in this Second Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof or any other provision of the Agreement, and this Second Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. This Second Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

12. This Second Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

13. Except as specifically amended by this Second Amendment, all other terms and provisions of the Lease Agreement shall remain in full force and effect, and as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Lease Agreement, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

14. The effective date of this Second Amendment shall be the date of execution of this Second Amendment by both parties hereto.

15. This Second Amendment was authorized by action of the City Council of the City of Lewisville, authorizing the City Manager to execute the Second Amendment on behalf of the City.

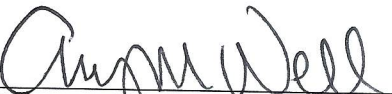
IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date executed below.


EXECUTED this the ____ day of _____, 2026.


CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City Council

Claire Powell, City Manager

KEEP LEWISVILLE BEAUTIFUL


Signature (for KLB)


Printed Name


Position

ATTACHMENT A

Office Space Lease Agreement executed December 11, 2019 and First Amendment

ATTACHMENT B
Premises

ATTACHMENT C
Insurance Requirements

