

LEASE AGREEMENT ADDENDUM

This Agreement Addendum (“Addendum”) dated this _____ day of _____, 2023 is made and entered into by and between the City of Pflugerville (“Tenant”), and D.J.R. INVESTMENTS LLC (“Landlord”), hereinafter collectively referred to as the “Parties,” or individually as “Party” for the purposes and consideration described herein.

BACKGROUND:

WHEREAS, the City of Pflugerville, Texas and D.J.R. INVESTMENTS LLC (the "Parties") entered into the Lease Agreement (the "Agreement") dated October 1, 2019, for the purpose of the City gaining a lease and rights to use the real property located at **103 N Railroad Avenue, Pflugerville TX 78660**. This property was more specifically described in Exhibit A of the Agreement.

WHEREAS, the Parties desire to amend the Agreement on the terms and conditions set forth in this Agreement Addendum (“Addendum”).

WHEREAS, this Addendum is the first amendment to the Lease Agreement.

NOW, THEREFORE, the TENANT and the LANDLORD agree as follows:

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Lease Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

I. AMENDMENTS

The Lease Agreement is amended as follows:

Section 1.11 Permitted Uses is amended to add Section 1.11(a) which will now read as follows:

Section 1.11 Permitted Uses. The Tenant’s “Permitted Uses” as used in this Lease shall mean standard office uses typically found in business, governmental, administrative, and professional offices. Tenant acknowledges and agrees that it shall be the sole responsibility of Tenant to ensure that any modifications made to Leased Premises by Tenant meet all applicable standards, regulations and requirements, including the terms of this Lease.

- (a) Landlord acknowledges that Tenant has the right to allow for the use of food trucks and other mobile food vendors on the Leased Premises for the limited purposes of City of Pflugerville sponsored events. Tenant acknowledges that it is Tenant’s responsibility to ensure that any food truck or mobile food vendors using the leased premises comply

with proper permitting, insurance and inspection requirements of Federal and State Law, as well as local rules, regulation and Ordinances.

II. NO OTHER CHANGES

Except as otherwise expressly provided in this Addendum, all of the terms and conditions of the Lease Agreement remain unchanged and in full force and effect.

III. ASSOCIATION

This Addendum is to be in no way interpreted to form any new partnerships or association between Parties other than those specifically stated in the Lease Agreement or this Addendum and does not allow either of the Parties to contract on behalf of, or bind the other Party to any obligation other than those specified in the Lease Agreement or this Addendum.

IV. CHOICE OF LAW

Subject to the terms of the Lease Agreement, it is the intention of the Parties that this Addendum, and all suits and special proceedings under this Addendum, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

V. NOTICE

Notice shall remain in effect as specified in the Lease Agreement and include notice required in regard to this Addendum.

VI. MISCELLANEOUS

Capitalized terms not otherwise defined in this Addendum will have the meanings ascribed to them in the Lease Agreement. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Addendum. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Addendum.

City of Pflugerville, Texas

By: _____

Title: _____

Date: _____

D.J.R. INVESTMENTS LLC

By: _____

Title: _____

Date: _____