

## **LEASE AMENDMENT**

No. 3

This Lease Amendment (this “Amendment”) is executed to be effective as of the 1<sup>st</sup> day of December, 2025, by and between Clekids Property Holdings, LLC (“Landlord”) and Town of Horizon City, Texas (“Tenant”).

### **RECITALS**

**WHEREAS**, Landlord and Tenant are parties to that certain Commercial Lease, dated November 30, 2017 for the premises (the “Premises”) located at 15001 Darlington Road in the City of Horizon City, State of Texas (as previously amended and/or assigned, the “Lease”); and

**WHEREAS**, pursuant to Lease Amendment No. 2 dated May 23, 2023, Landlord had agreed to provide Tenant an option to terminate; and

**WHEREAS**, Landlord and Tenant now desire to further amend the Lease to (i) modify the Term of the Lease, and (ii) confirm that Tenant’s right to terminate as previously provided in Lease Amendment No. 2 is hereby revoked and shall have no further force or effect.

**NOW THEREFORE**, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual agreements and promises of the parties as set forth herein, the parties agree as follows:

1. The term of the Lease is hereby amended such that, instead of expiring on June 30, 2028, the Lease shall now expire on December 31, 2029 (the “Amended Term”).

2. The Base monthly rent during such Amended Term shall be paid in accordance with the Lease in the following amounts:

12/01/2025 to 12/31/2026	\$6,750.00
01/01/2027 to 12/31/2028	\$7,500.00
01/01/2029 to 12/31/2029	\$8,000.00

3. In addition to the Base monthly rent as set forth above, Tenant shall continue to pay any and all other amounts due and owing under the Lease, including, without limitation, real property taxes, and other additional rent, which amount is subject to adjustment as set forth in the Lease.

4. Paragraph 4 of Lease Amendment No. 2 is hereby expressly deleted and any termination right noted in the Lease is hereby declared null and void and shall have no further force or effect.

5. By execution hereof, Tenant hereby releases Landlord from any and all damages, claims, demands, liabilities and causes of action arising from or related to the Lease and/or the Premises accruing prior to the date hereof.

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6. Except as modified herein, all provisions of the Lease shall continue in full force and effect and the parties agree to be bound thereby. In the event of a conflict between the terms and provisions of the Lease and this Amendment, the terms and provisions of this Amendment shall govern and control. All capitalized terms used herein not otherwise defined shall have the meaning as set forth in the Lease.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date set forth above.

**LANDLORD:**

\_\_\_\_\_  
Clekids Property Holdings, LLC

By: Clement Marcus

Its: Manager

Address: c/o MIMCO, LLC  
6500 Montana Ave., Suite A  
El Paso, Texas 79925

**TENANT:**

\_\_\_\_\_  
Town of Horizon City, Texas

By:\_\_\_\_\_

Its:\_\_\_\_\_

Notice Address:\_\_\_\_\_

Business Phone:\_\_\_\_\_

Email Address:\_\_\_\_\_