

**FIRST MODIFICATION AND RATIFICATION OF LEASE AGREEMENT**

THIS ~~FIFTH-FIRST~~ MODIFICATION AND RATIFICATION OF LEASE AGREEMENT (“**Agreement**”) is made and entered into as of the last date signed below by and between **700 INDUSTRIAL, LLC** successor in interest **AGARITA SUGAR LAND, LLC**, a Texas limited liability company, (“**Landlord**”) and **FORT BEND COUNTY** (“**Tenant**”) for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged.

WHEREAS, Landlord, and Tenant are parties to that certain Industrial Building Lease dated December 3, 2019, (collectively, the “Lease”) pursuant to which Tenant leases from Landlord certain premises containing **23,290** square feet (the “Premises”) in the building located at **700B Industrial Blvd, Sugar Land, Texas, 77478** (the “Building”);

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in said Lease Agreement the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used herein shall have the same meaning as defined in the Lease, unless otherwise defined in this Fourth Amendment. In the event of any conflict between the terms and provisions of this Fifth Amendment and the terms and provisions of the Lease, the terms and provisions of this Fifth Amendment shall supersede and control.

2. Term. Landlord and Tenant agree to extend the Term of the Lease such that the extended Term shall now terminate on **December 31, 2023**.

3. Base Rent. Landlord and Tenant hereby agree that the Base Rent shall be payable as follows:

<u>Period</u>	<u>Annual Rate PSF</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1/1/2023 – 12/31/2023	\$7.21	\$167,920.92	\$13,993.41

4. Condition of the Premises. Tenant shall accept the Expansion Premises in current “as-is” condition.

5. Ratification. Except as modified herein all other terms and conditions of the Lease between the parties described above shall continue in full force and effect.

6. Notice. Any notice to Landlord shall be sent to: 700 Industrial, LLC  
Attn: Rob Brandt  
105 Nursery Lane, Suite 200  
Fort Worth, TX 76114

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**LANDLORD:**

**700 INDUSTRIAL, LLC**

A Texas Limited Liability Company

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

Name: \_\_\_\_\_

Title: Manager

Date: \_\_\_\_\_

**TENANT:**

**FORT BEND COUNTY**

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

KP George, County Judge Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_