

## SECOND MODIFICATION OF LEASE AGREEMENT

This Second Modification of Lease Agreement (“**Second Modification**”) is made and entered into this \_\_\_ day of September, 2024 (the “**Effective Date**”), by and between Commerce Green Associates, L.P. (“**Landlord**”) and Fort Bend County. (“**Tenant**”).

### WITNESSETH

WHEREAS, by Lease Agreement dated on or around December 21, 2022 (the “**Original Lease**”), Landlord leased to Tenant approximately 1,620 square feet of net rentable area described as Suite 125 (the “**Original Premises**”) in the office building known as Commerce Green Office Park, located at 245 Commerce Green Boulevard, Sugar Land, Fort Bend County, Texas 77478 (the “**Building**”); and,

WHEREAS, by First Modification of Lease Agreement dated on or around August 13, 2024 (the “**First Modification**” and, collectively with the Original Lease as thereby modified, the “**Lease**”), Landlord and Tenant modified the Original Lease primarily to: (a) relocate and expand the Original Premises to Suite 165 comprised of approximately 2,919 square feet of net rentable area (the “**Original Relocated Premises**”); (b) extend the Term of the Lease to expire thirty-nine (39) months after the date of delivery of the Original Relocated Premises; and,

WHEREAS, Landlord and Tenant desire to further modify the Lease to: (a) expand the Relocated Premises to include the approximately 730 square feet of net rentable area depicted on EXHIBIT A-1 attached hereto and incorporated herein by reference as the three (3) offices labeled “Future 8”, “Future 9” and “Future 10 “ (the “**Additional Relocation Space**”); and (b) modify certain other terms and conditions of the Lease pursuant to this Second Modification; and

WHEREAS, the parties hereto agree that all items contained in the Lease that are not modified herein shall remain the same and continue in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows, effective as of the Effective Date:

**1) Defined Terms.** Capitalized terms that are not otherwise defined in this Second Modification are as defined in the Lease. The following terms are defined as follows:

- a. “Leasehold Improvements” refers to improvements to be made to the Relocated Premises in accordance herewith, and EXHIBIT B-1 attached to the First Modification is amended and replaced with EXHIBIT B-1 attached hereto and incorporated herein by reference.
- b. “Relocated Premises” refers, from and after the Effective Date of this Second Amendment, to the approximately 3,649 square feet of net rentable area including the Original Relocated Space together with the Additional Relocation Space, and EXHIBIT A to the Lease is amended and replaced with EXHIBIT A attached hereto and incorporated herein by reference.
- c. “Relocation Commencement Date” means, January 1, 2025, but, except as expressly provided for in EXHIBIT B-1, not prior to the date the Leasehold Improvements have been substantially completed and Landlord has delivered possession of the Relocated Premises to Tenant for Tenant’s occupancy.

**2) Leasehold Improvements.** Landlord agrees to perform the Leasehold Improvements, according to plans and specifications prepared by Landlord based upon EXHIBIT B-1 attached hereto. In the event Tenant specifies any material or finishes to be used by Landlord which are in excess of the Building Standard, Tenant agrees to pay the associated additional costs and will reimburse Landlord for all additional expenses incurred by Landlord. Additionally, Tenant shall be solely responsible for all cabling, telecommunications, IT or other installations with respect to modification of the Relocated Premises, at Tenant's sole cost and subject to all terms and conditions of the Lease.

**3) Base Rent for Relocated Premises through Extended Expiration Date.**

a. Commencing as of the Relocation Commencement Date, ARTICLE 1, Section 1.01 (j) INTRODUCTORY PROVISIONS AND DEFINITIONS, and ARTICLE 4, Section 4.01 BASE RENT of the Lease are amended and replaced with the following Base Rent schedule for the Relocated Premises through the Extension Term:

<b>Lease Months</b>	<b>Net Rentable Area</b>	<b>Per Square Foot of Net Rentable Area per Year</b>	<b>Total Annual</b>	<b>Monthly</b>
1-12	3,649	\$18.50	\$67,506.50	\$5,625.54
13-24	3,649	\$19.00	\$69,331.00	\$5,777.58
25-36	3,649	\$19.50	\$71,155.50	\$5,929.63
37-39	3,649	\$20.00	\$72,980.00	\$6,081.67

“Lease Months” refers to full calendar months. If the Relocation Commencement Date occurs on a day other than the first of a calendar month, Base Rent shall be prorated for such partial month, and Lease Month 1 shall be the first full calendar month thereafter.

b. Notwithstanding anything to the contrary, so long as Tenant is not in breach of any of Tenant's obligations under the Lease during the Term, during Lease Months 1-3 following the Relocation Commencement Date (the “**Relocation Abatement Period**”), Tenant's obligation to pay Base Rent and Tenant's Pro Rata Share of Operating Expenses, shall be abated (collectively, the “**Relocation Abated Rent**”) as a concession from Landlord, subject to Section 15.02(h) of the Lease. Upon the occurrence of any Default, Landlord shall not be deemed to have forgiven the Relocation Abated Rent as would otherwise accrue during the Relocation Abatement Period, but in addition to such remedies as may be provided in the Lease or at law or in equity, Landlord shall be entitled to the recovery of such Relocation Abated Rent. The abatement during the Relocation Abatement Period shall apply to the Relocation Abated Rent, only, and shall not include any other costs, charges or expenses payable by Tenant which Tenant shall pay in accordance with the Lease.

**4) Security Deposit.** Landlord currently holds a Security Deposit in the amount of \$3,771.90 for the Current Premises. Upon execution of this Second Modification, Tenant shall deliver to Landlord good funds in the amount of \$5,593.86 to bring the total amount of the Security Deposit to \$9,365.76.

**5) Pro Rata Share.** From and after the Relocation Commencement Date, Tenant's Pro Rata Share shall be adjusted to reflect the Relocated Premises and ARTICLE I, Section 1.01 (i) INTRODUCTORY PROVISIONS AND DEFINITIONS shall be amended accordingly. From and after the Relocation Commencement Date, ARTICLE I, Section 1.01 (i) INTRODUCTORY

PROVISIONS AND DEFINITIONS is amended and replaced with the following:

“(i) Tenant’s Pro Rata Share: 7.36%”

**6) Description of Premises.** The new paragraph added to EXHIBIT A in the First Modification is amended and replaced with the following:

“Notwithstanding the foregoing, from and after the Relocation Commencement Date, the following description of the Premises applies in place of the description above:

The Premises consists of approximately 3,649 square feet in Commerce Green Office Park, located on the approximately 4.5661 acre tract being Reserve C-3, Sugar Creek Center Reserve C-3 and C-5 Minor Replat, Plat No. 20170140, in the Official Public Records of Fort Bend County, Texas.”

**7)** From and after the Relocation Commencement Date, Section 1.01 (e) INTRODUCTORY PROVISIONS AND DEFINITIONS and EXHIBIT D, Section 1 are hereby amended and replaced with the following:

“Landlord shall make available to Tenant twelve (12) unreserved "uncovered" surface and/or surface garage permits in the parking facilities on the Land.”

**8)** From and after the Relocation Commencement Date, EXHIBIT E, Section 14 is hereby amended so as to increase the number of Card Keys from nine (9) to twelve (12).

**9)** Tenant represents and warrants that except for Poynter Commercial Properties Corp. (“Landlord’s Broker”) and JPR Commercial Real Estate (“Tenant’s Broker” and together with Landlord’s Broker, the “Brokers”) it has not worked with any broker on its behalf in connection with this First Modification and that no broker negotiated this First Modification on Tenant’s behalf or is entitled to any commission in connection with this First Modification on behalf of Tenant. Tenant, to the extent allowed by law, shall indemnify and hold harmless Landlord from and against all claims (and costs of defending against any such claims) of any broker or similar parties (other than the Brokers) claiming by, through or under Tenant in connection with the Lease or this First Modification. Landlord shall pay a commission to the Brokers pursuant to a separate written agreement.

**10)** The parties acknowledge and agree that the Lease (as amended by the First Modification) has not been amended or modified in any respect, other than as expressly set forth in this Second Modification, and there are no other agreements of any kind currently in force and effect between the parties with respect to the Premises. This Second Modification sets forth all covenants, agreements, and understandings among the parties with respect to the subject matter hereof and there are no other covenants, conditions, or understandings, either written or oral, between the parties hereto except as set forth in this Second Modification. In the event of conflict between the terms and conditions of this Second Modification and the Lease it is agreed by all parties that the Second Modification shall prevail. All other terms and conditions of the Lease which have not been amended, modified, and or ratified as a result of this Second Modification shall remain unchanged and in full force and effect.

**11)** Landlord and Tenant agree that this Second Modification may be executed in counterparts, each of which shall be an original instrument and which taken together, constitute one and the same instrument. This Second Modification may be executed and delivered via

scanned email and the scanned email signature of any party shall be considered valid, binding, and effective for all purposes.

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**TENANT:**

**FORT BEND COUNTY**

**By:** \_\_\_\_\_  
**Name:**  
**Title:**

**LANDLORD:**

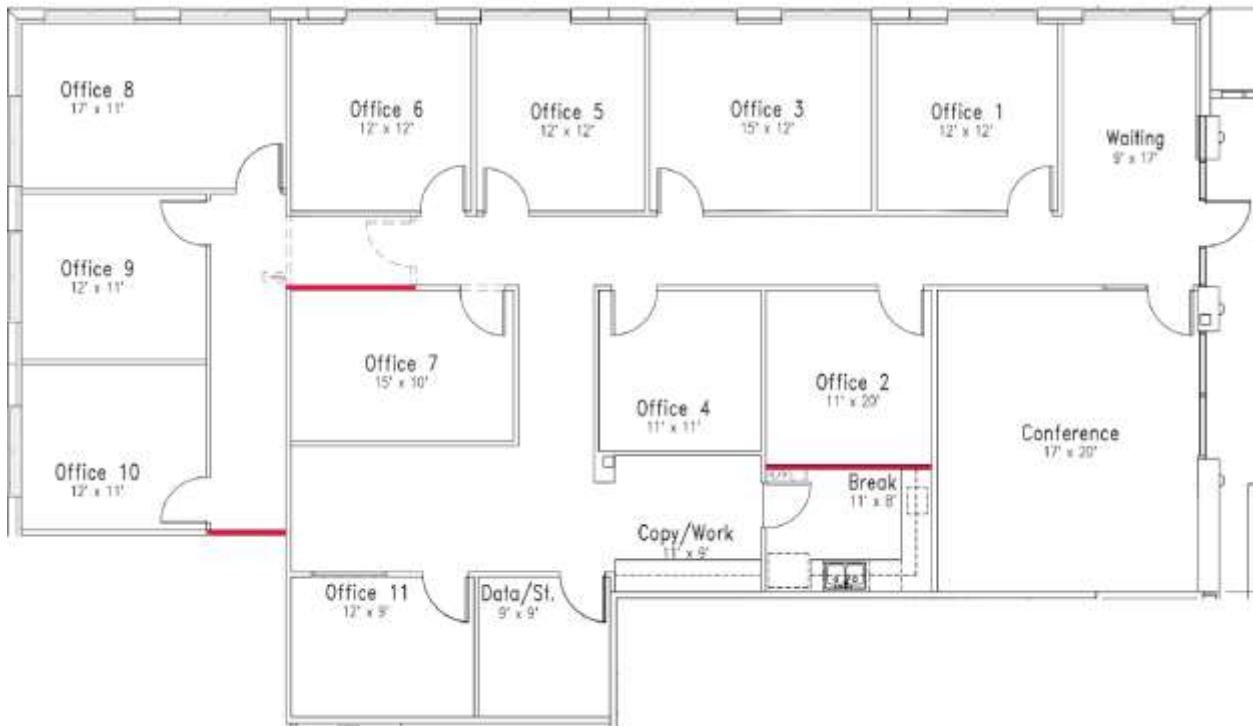
**COMMERCE GREEN ASSOCIATES, L.P.**  
**By: CGA Management, LLC,**  
**its general partner**

**By:** \_\_\_\_\_  
**Name: Kevin D. Poynter**  
**Title: Vice President**

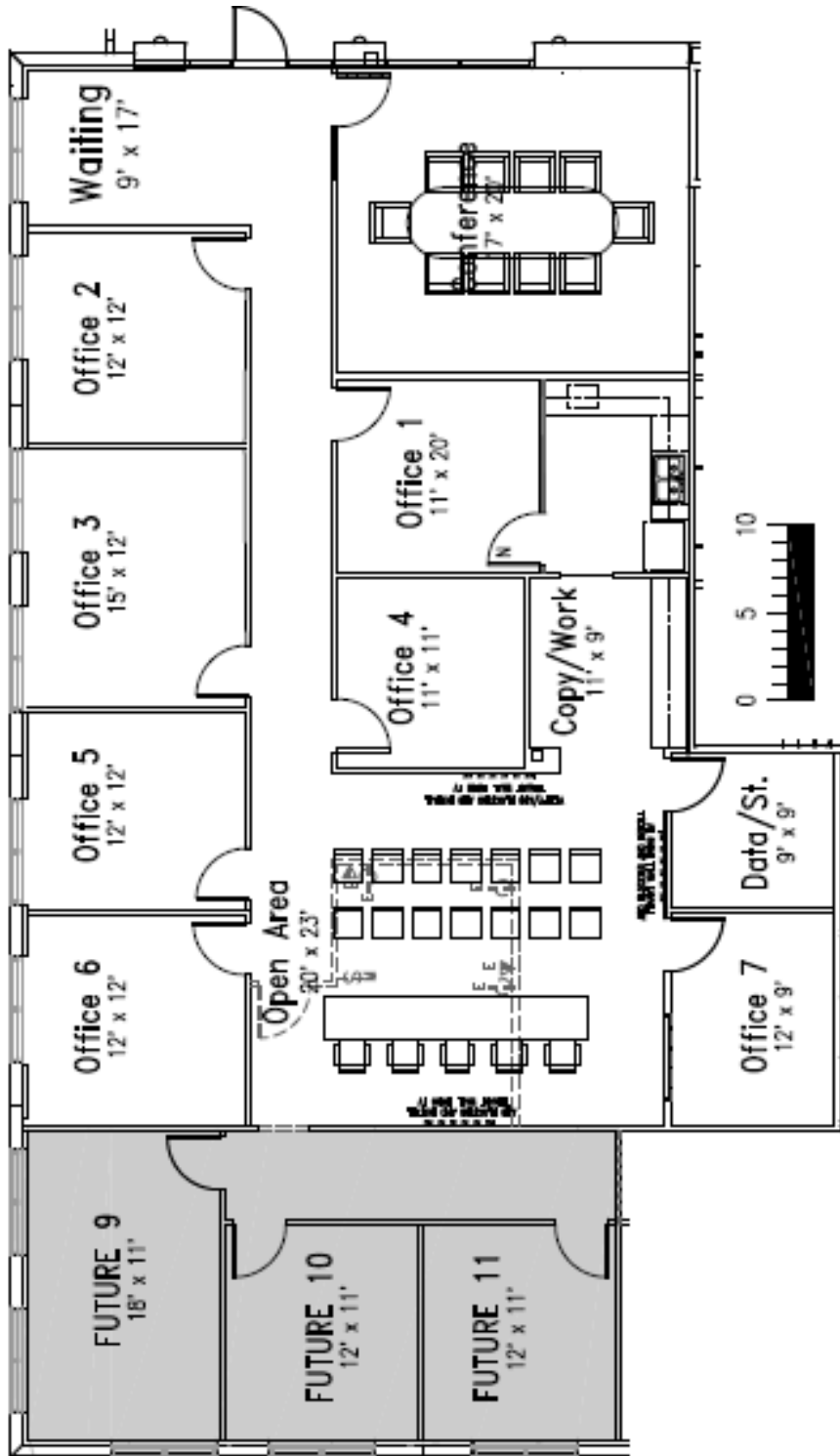
**EXHIBIT "A"**

**RELOCATED PREMISES**

**FORT BEND COUNTY**  
**245 COMMERCE GREEN - SUITE 165**  
**3,649 S.F. NRA**



**EXHIBIT "A-1"**  
**ADDITIONAL RELOCATION SPACE**



EXPANSION SPACE ALTERNATE: + 730 S.F. NRA

## EXHIBIT "B-1"

### LEASEHOLD IMPROVEMENTS

#### ARTICLE 1

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#### DEFINITIONS

These terms defined in Article 1 of this Exhibit "B-1," for all purposes of this Exhibit "B-1," shall have the meaning herein specified, and, in addition to the terms defined herein, the definitions in the Lease that are applicable to Exhibit "B" shall also apply to this Exhibit "B-1."

1.01 "Building Standard" means the quantity or quality of materials, finishes, and workmanship from time to time specified by Landlord as being standard for office space in the Building.

1.02 "Landlord's Contractor" means the person or firm from time to time selected by Landlord to construct and install the Leasehold Improvements (as defined below) in the Premises.

1.03 "Non-Building Standard" means all materials, finishes, and workmanship used in connection with the construction and installation of the Leasehold Improvements which exceed or deviate from Building Standard in terms of quantity or quality (or both).

1.04 "Leasehold Improvements" shall mean the work described in Section 2.01 hereof.

#### ARTICLE 2

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#### COMPLETION OF PREMISES

2.01 Prior to the Relocation Commencement Date, Landlord shall do the work necessary, furnish and install within the Premises the portion of the Leasehold Improvements depicted and described in the Architectural Floor Plan prepared by HarryGendal Architects (the "Drawings") attached hereto as Exhibit "B-2" and incorporated herein by reference ("Work"). Tenant acknowledges and agrees that all Work to be performed by Landlord shall be Building Standard.

At Tenant's request, Landlord may (but shall not be required to) perform Non-Building Standard work (herein, "Extra Work"), at Tenant's expense. The cost of any Extra Work (the "Excess") will be paid by Tenant. Landlord shall provide to Tenant written estimates of the cost of any Excess. Tenant agrees that if Tenant fails to make any such payment when due, Landlord shall (in addition to all other remedies) have the same rights as in the event of default of payment of Rent under this Lease.

2.02 Unless otherwise agreed to in writing by Landlord and Tenant, all Work and Excess involved in the construction and installation of the Leasehold Improvements shall be carried out by Landlord's Contractors under the sole direction of Landlord. Tenant shall cooperate with Landlord's Contractor to promote the efficient and expeditious completion of such work.

2.03 If there are any changes in the Leasehold Improvements caused by Tenant from the Work as reflected in the Drawings or the Excess, each such change must receive the prior written approval of Landlord, and, in the event of any such approved change in the Drawings, Tenant shall pay all costs associated therewith.

2.04 Under no circumstances whatsoever will Tenant, or Tenant's authorized representative, ever alter or modify or in any manner disturb any central system or installation of the Building, including, but not limited to, exterior building, central plumbing system, central fire protection and fire alert systems, central building maintenance systems, central structural systems, elevators, and anything located within the central core of the Building. Only with Landlord's express written permission and under direct supervision of Landlord or Landlord's authorized representative shall Tenant or Tenant's authorized representative alter or modify or in any manner disturb any branch of any system or installation of the Building which is located within the Relocated Premises, including, but not limited to, branch electrical, heating, ventilating and air conditioning systems, and branch fire protection and alert systems. For the purposes of this Section 2.03, "central" shall be defined as that portion of any Building system or component which is within the core and/or common to and/or serves or exists for the benefit of other tenants in the Building; and "branch" shall be defined as that portion of any Building System or component which serves to connect or extend central systems into the Relocated Premises.



ARTICLE 3

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TENANT DELAY

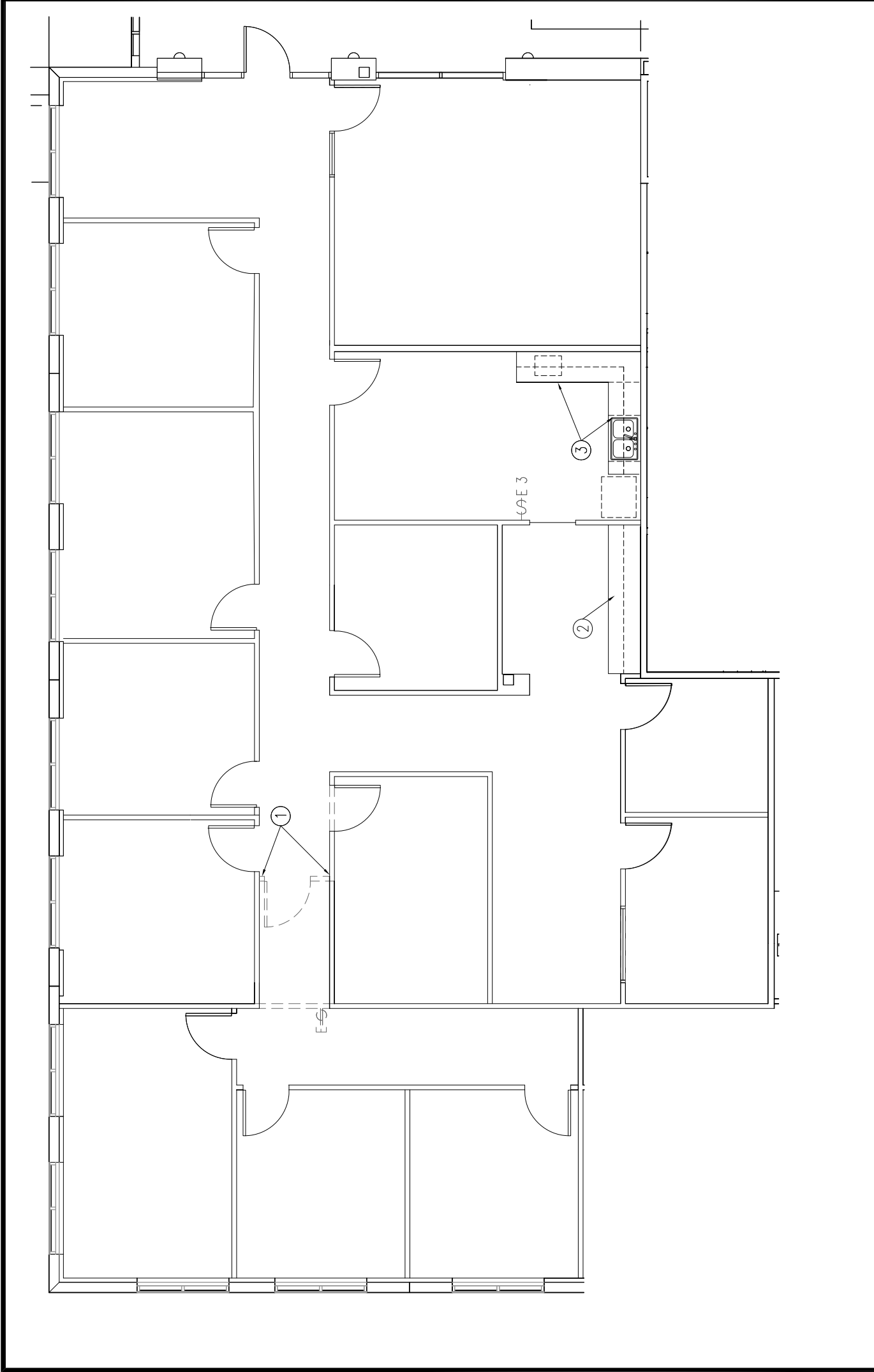
Tenant agrees that in the event Tenant shall have:

- (a) ordered or requested materials, finishes or installations other than Building Standard, or,
- (b) made changes in the drawings, mechanical drawings and/or specifications thereof or work or improvements required thereby (notwithstanding Landlord's approval of such changes), or
- (c) failed to perform timely any work to be performed by Tenant, or any person, firm or corporation employed by Tenant, or
- (d) directly, or indirectly through any person, firm or corporation employed by Tenant, unreasonably interfered with or delayed the work of Landlord's contractor, or
- (e) caused any delay in Landlord's completion of the Leasehold Improvement in the Relocated Premises through any default or negligence of Tenant or its agents, thereby delaying Tenant's occupancy of the Relocated Premises beyond January 1, 2025, Tenant shall commence payment of the rent on January 1, 2025.

**EXHIBIT "B-2"**

**LEASEHOLD IMPROVEMENT DRAWINGS**

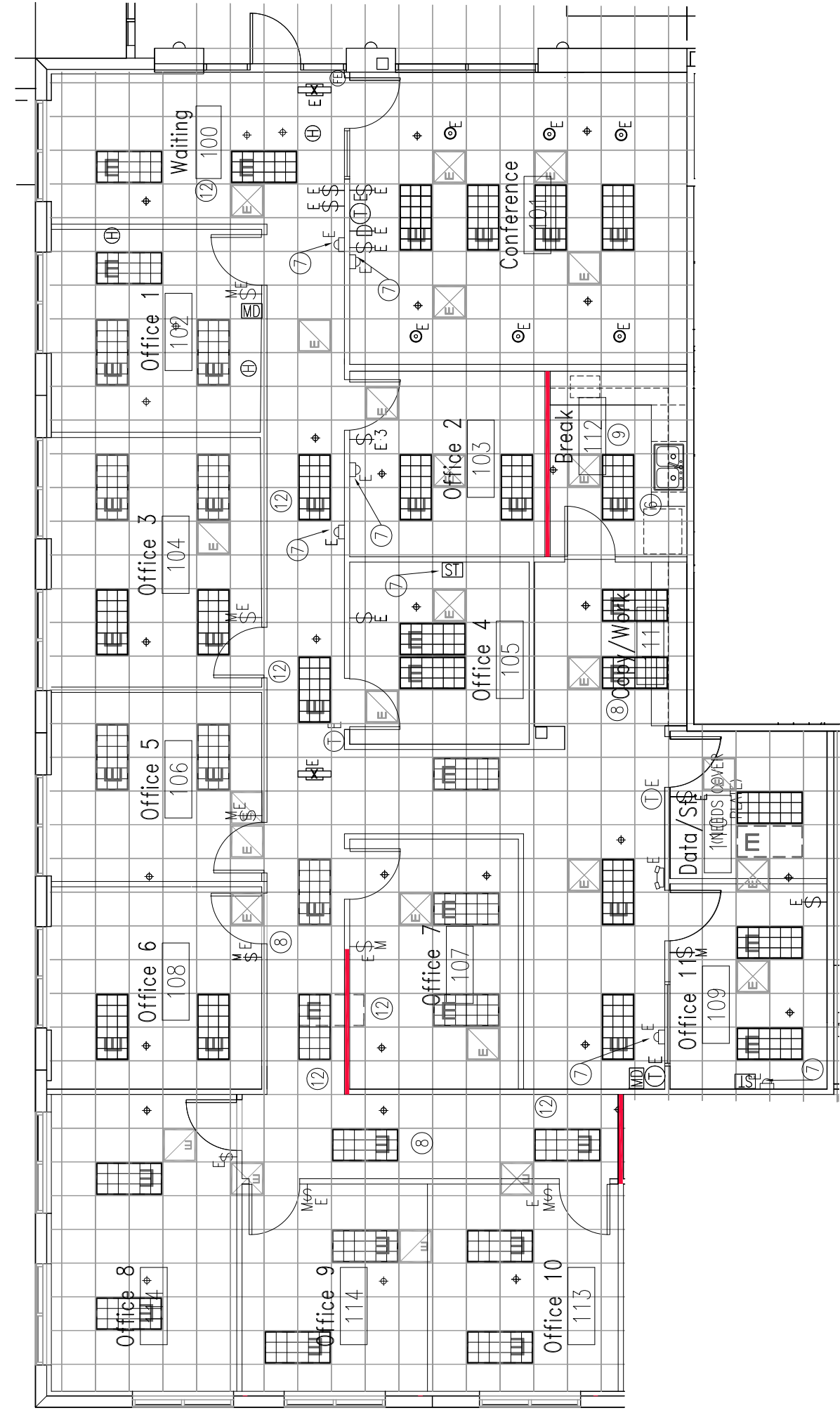
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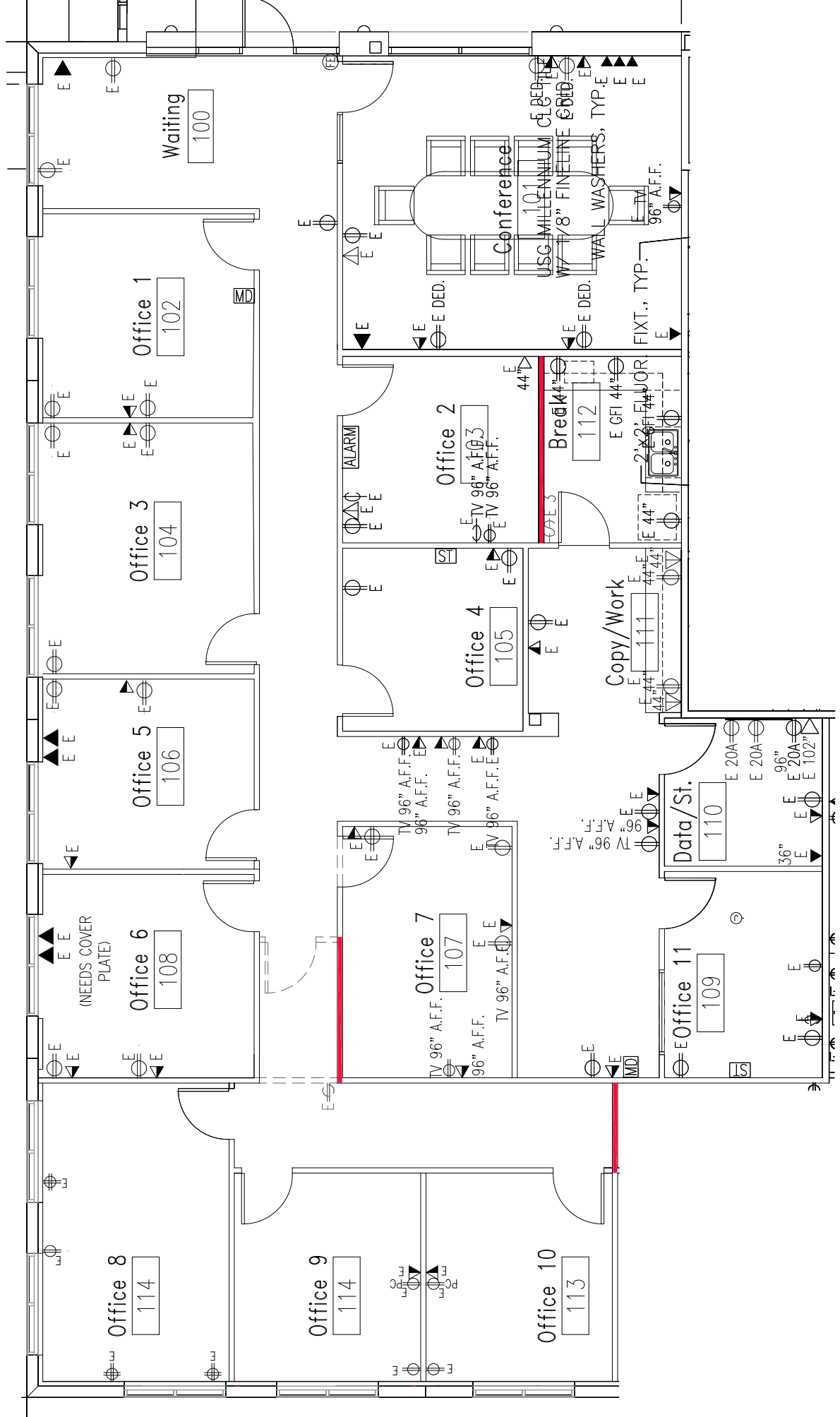
**01 DEMO PLAN**  
1/8" = 1'-0"



**03 FLOOR PLAN**  
1/8" = 1'-0"



**04 REFLECTED CEILING PLAN**  
1/8" = 1'-0"



**10 POWER/FINISHES PLAN**  
1/8" = 1'-0"

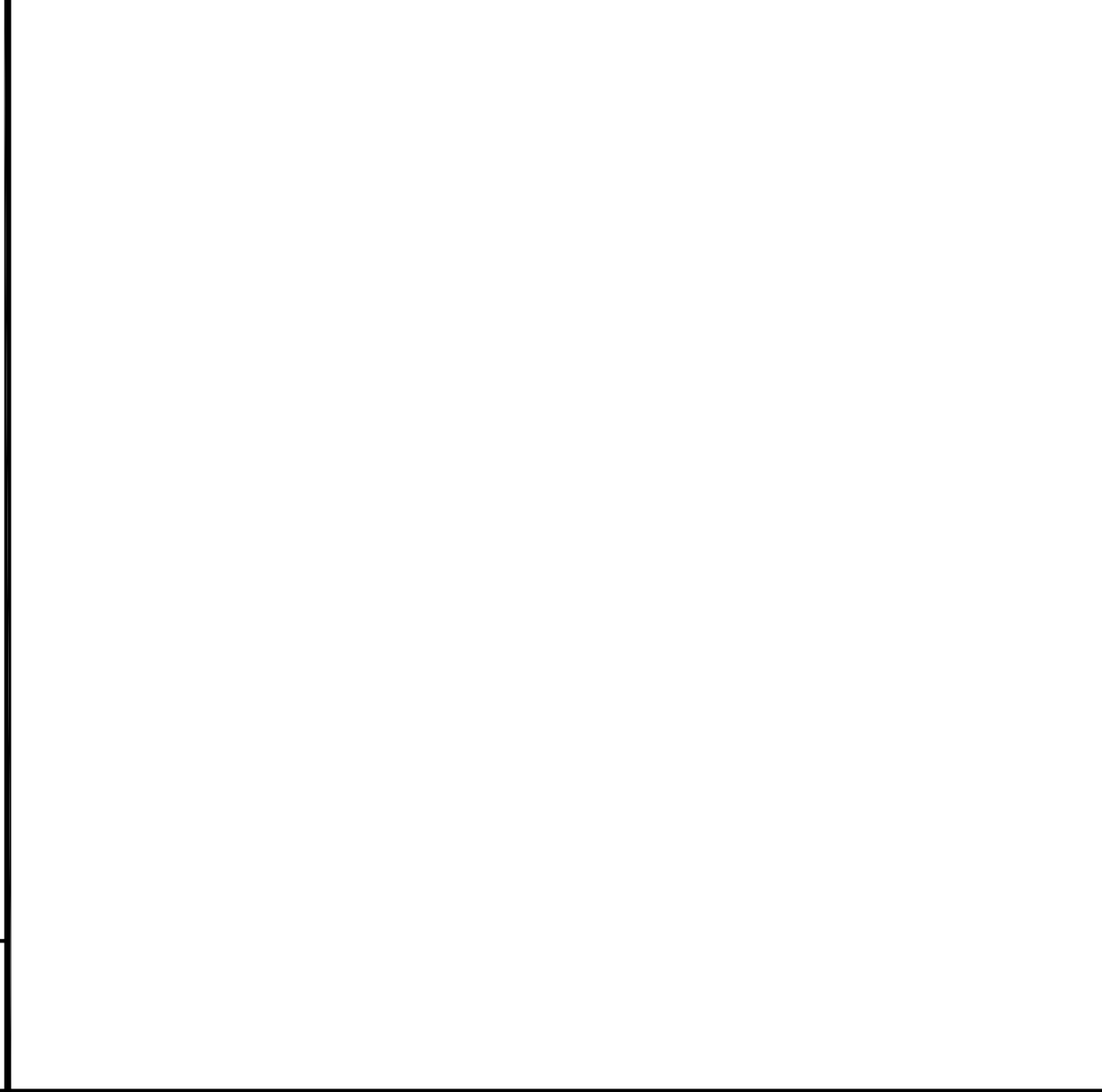


**15 PLAN KEYNOTES**

- 1 DEMO EXISTING WALLS AND DOOR AS SHOWN IN THIS AREA.
- 2 EXISTING CABINETS TO REMAIN AS-IS.
- 3 EXISTING CABINETS AND SINK TO REMAIN AS-IS. NO NEW PLUMBING IN SCOPE OF WORK.
- 4 BUILD NEW WALL AGAINST EDGE OF EXISTING CABINETS AS SHOWN. FIELD VERIFY SCOPE OF WORK AND EXACT LOCATION.
- 5 NOT USED.
- 6 RELOCATE LIGHTING AND ADD SWITCH FOR THIS ROOM FOR NEW PLAN - RE: ELECTRICAL.
- 7 EXISTING FIRE STRIKE TO REMAIN.
- 8 REFER TO ELECTRICAL DRAWINGS FOR REQUIRED EMERGENCY LIGHTING IN THIS ROOM/AREA IF NOT EXISTING.
- 9 PROVIDE FIRE STRIKE IN ROOM TO MATCH EXISTING BUILDING STANDARD IF VERIFY. FINAL DESIGN AND DRAWINGS BY FIRE-ALARM SUBCONTRACTOR.
- 10 NOT USED.
- 11 IF NOT EXISTING, PROVIDE NEW OR RELOCATED 5 LB 3-A-40-B-C FIRE EXTINGUISHER IN COMPLIANCE WITH THE CITY OF SUGAR LAND BUILDING CODE INCLUDING 2015 INTERNATIONAL FIRE CODE AND NFPA 10. MAXIMUM WALKING DISTANCE TO ANY EXTINGUISHER IN SPACE SHALL BE 75 FEET. TO INSTALL USE WALL BRACKET'S SECURED TO NEW BLOCKING IN WALL. PROVIDE NEW INSPECTION FOR FIRE-EXTINGUISHER VERIFY LOCATIONS WITH TENANT. LIGHTS IN THIS AREA TO BE SWITCHED TOGETHER ALONG WITH HALL TO FRONT EXIT (SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION). REFER TO ELECTRICAL DRAWINGS FOR NEW INFORMATION AND IF THEY NEED TO BE REPLACED FOR ECC.
- 12

**16**

**13 PLAN LEGEND**



**19**

- FLOOR FINISHES:**
- (1) CARPET PAUCRAFT "SHAKE ON IT" / BULLETIN 00550
  - (2) EXISTING CORRIDOR WOOD LOOK CERAMIC TILE REMAINS
  - (3) NOTE-ALL FLOORS ARE (3) UNLESS NOTED OTHERWISE.
- WALL FINISHES:**
- (4) PAINT - IC "WASIDE INN" / SPECIFY# 007 63/024 / ORDER# A1781
  - (5) NOTE-ALL WALLS ARE (5) UNLESS NOTED OTHERWISE.
  - (6) BASE:
  - (7) RUBBER BASE - ROPPE 175 "SLATE"
  - (8) NOTE-ALL WALLS RECEIVE (8) UNLESS NOTED OTHERWISE.

**20**

**HarryGendelArchitects**

1007 Knobel  
Houston, Texas 77007  
hga@hga.com  
www.hga.com  
Tel: 713.262.8681  
Fax: 713.262.8100

SUGAR LAND  
OFFICE 2000

THIS DOCUMENT HAS BEEN ISSUED UNDER THE AUTHORITY OF HARRY H. GENDEL, MA  
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**FORT BEND COUNTY**  
**245 COMMERCE GREEN - SUITE 165**  
SUGAR LAND, TX 77478

ISSUE/REVISION:	
DATE:	
TITLE:	
DRAWING:	
<b>A1</b>	