

THE STATE OF TEXAS                    §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND                §

**FIRST AMENDMENT TO LEASE AGREEMENT  
BETWEEN FORT BEND COUNTY AND  
FORT BEND FAMILY HEALTH CENTER, INC. – RFP 08-098**

THIS FIRST AMENDMENT is made and entered into by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “County,” and FORT BEND FAMILY HEALTH CENTER, INC., hereinafter referred to as “FBFHC,” a Texas corporation, acting herein by and through its duly authorized officers.

WITNESSETH

WHEREAS, on or about March 23, 2010, County and FBFHC entered into a Lease Agreement, hereinafter referred to as “the Agreement,” for the right to lease 6,048 square feet of office space at a facility located at 307 Texas Parkway, Missouri City, Texas, known as the Fort Bend County Missouri City Annex, hereinafter referred to as “Center;” and

WHEREAS, County and FBFHC desire to amend the Agreement to allow FBFHC to use additional office space at the Center for a limited period of time.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between Lessee and Lessor is hereby amended as follows:

**AGREEMENT**

- A. In addition to the 6,048 square feet of office space in the Center currently occupied by FBFHC for the purpose of providing health care to County residents who reside within the Center’s service area, FBFHC shall be allowed use of an additional 1,075 square feet of office space on the second floor of the Center. Upon the expiration or termination of FBFHC’s use of the additional office space on the second floor of the Center, FBFHC shall quietly and peaceably surrender to County possession of the office in “broom clean” and good order, condition and repair, except only for ordinary wear and tear. In the event FBFHC fails to surrender possession as herein required, County may initiate any and all legal action as County may elect to dispossess FBFHC and all of its property, and all persons or firms claiming by, through or under FBFHC and any and all property, from the assigned office, and may remove from the assigned office and discard (without any liability for loss, theft, damage or destruction thereto) any such property left at the Center belonging to FBFHC. In the event FBFHC fails to surrender possession of the assigned office space in the condition herein required, County may restore the assigned office space to the same condition at the commencement of this Agreement, less normal wear and tear. FBFHC shall reimburse County, within thirty (30) business days of receipt of invoice, any costs to County to restore such condition.
- B. FBFHC shall use the additional office space on the second floor only for use consistent with the terms of the Agreement.
- C. FBFHC shall be allowed usage of the additional office space upon written approval of this Agreement by County, until 5:00 p.m. on June 1, 2012.
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

E. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail.

EXECUTION

This First Amendment shall become effective upon execution of County.

FORT BEND COUNTY

Robert E. Hebert  
Robert E. Hebert, County Judge

Date: 9-27-2011

FORT BEND FAMILY HEALTH CENTER, INC.

Carol V Edwards

Date: 9/14/11

Attest:

Dianne Wilson  
Dianne Wilson, County Clerk

