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THIS SECOND 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,” and a First Amendment on September 27, 2011, (hereinafter referred to as “First Amendment”) for the right to lease 6,048 square feet and 1,075 square feet on the second floor of the 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:

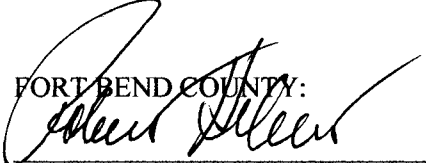
AGREEMENT

- 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 1,442 square feet of office space on the second floor of the Center to be used solely as a pediatric clinic operated by Access Health.
- B. Use of the 1,075 square feet on the 2nd Floor as provided under the First Amendment expired and FBFHC has no further usage of this space.
- C. FBFHC and/or Access Health shall not allow any other entity use of the additional 1,442 square feet without express written consent of County.
- D. This Second Amendment shall be effective upon execution of County and shall terminate on the first anniversary. Either party may terminate this Second Amendment by providing thirty (30) days advanced written notice to the other party.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail.

EXECUTION

This Second Amendment shall become effective upon execution of County.

FORT BEND COUNTY:


Robert E. Hebert, County Judge

FORT BEND FAMILY HEALTH CENTER, INC.



Signature

Carol V. Edwards, CEO
Printed Name & Title:

12/6/13
Access
Health

Date: 11-26-2013

Date: 11/18/13

Attest:


Dianne Wilson, County Clerk

