

FIRST MODIFICATION AND RATIFICATION OF LEASE AGREEMENT

THIS 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 30th day of JUNE, 2022.

LANDLORD:

700 INDUSTRIAL, LLC
A Texas Limited Liability Company

By: *Jason Baxter*
Jason Baxter (Jun 30, 2022 07:21 CDT)
Name: Jason Baxter
Title: Manager
Date: _____

TENANT:

FORT BEND COUNTY
By: *KP George*
KP George, County Judge
Date: 6.7.2022

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
700 Industrial, LLC
Sugarland, TX United States

Certificate Number:
2022-903364

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Filed:
06/24/2022

Date Acknowledged:
06/28/2022

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2019-564242
RENT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mitchell, Kim	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)