

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
 ASSET MANAGEMENT AGREEMENT BETWEEN FORT BEND COUNTY
 AND STONEHENGE ASSET MANAGEMENT, LLC, PURSUANT TO
 RFQ 22-071, FACILITIES OPERATIONS AND
 MANAGEMENT SERVICES FOR THE EPICENTER PROJECT**

This First Amendment to Asset Management Agreement (this “Amendment”) is made and entered by and between Fort Bend County, Texas, a body politic and political subdivision of the State of Texas (the “County”), and Stonehenge Holdings Asset Management, LLC, a Texas limited liability company (together with its permitted successors and assigns, the “Asset Manager”). Each of the foregoing entities may individually be referred to herein as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, County and Asset Manager entered into that certain Asset Management Agreement executed July 26, 2022 (the “Asset Management Agreement”) with respect to the management of the Fort Bend Epicenter project located in the City of Rosenberg, Fort Bend County, Texas; and

WHEREAS, Asset Manager and County desire to amend the Asset Management Agreement, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, and for and in consideration of the payment of Ten and no/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Asset Manager hereby agree as follows with respect to the Asset Management Agreement:

1. Maintenance Services. Exhibit “B” to the Asset Management Agreement is hereby amended to add the following to the scope of Asset Manager’s responsibilities thereunder:

PHYSICAL MAINTENANCE. Asset Manager shall oversee and coordinate the maintenance and repair of the physical components of the Project, including but not limited to the HVAC systems, mechanical, electrical and plumbing systems, other equipment and machinery within the Project, and landscaping (collectively, the “Maintenance Services”).

a. Contracts. Asset Manager shall be responsible for engaging third party vendors and subcontractors to perform these Maintenance Services as

County's agent. In all contracts or agreements for the provision of Maintenance Services, the Asset Manager shall be identified as the agent of the County.

b. Budget. Within thirty (30) days after the execution of this Amendment, Asset Manager shall prepare an annual budget for the Maintenance Services, and submit the same to the County for approval. The County shall have thirty (30) days after receipt of the draft budget to provide its comment and input on the proposed budget. The Asset Manager and the County shall work together in order to address the County's questions and comments to the proposed budget within fifteen (15) days after receipt of the County's comments. Once the proposed budget has been approved by the Asset Manager and the County, the proposed budget shall be considered the "Approved Maintenance Budget". Once approved, the Asset Manager shall provide the Maintenance Services in accordance with the Approved Maintenance Budget. The County and the Asset Manager will re-visit the Approved Budget from time to time, but at least annually, to adjust the Approved Budget to reflect changes in the Maintenance Services and the projected cost of the same.

c. Funding. In order to fund the Maintenance Services, Asset Manager shall create a bank account (the "Project Maintenance Account") in the name of Asset Manager designated for the Project Maintenance Services. Within fifteen (15) days after the approval of the Approved Maintenance Budget, the County shall deposit into the Project Maintenance Account a sum equal to the budgeted amount for the Maintenance Services for the initial six (6) months within the Approved Budget. Semi-annually, the County will deposit funds into the Project Maintenance Account in an amount equal to the costs of the Maintenance Services in the Approved Budget for the succeeding six (6) month period.

d. Payments. From time to time, as the Maintenance Services are performed, Asset Manager may withdraw funds from the Project Maintenance Account to pay for the same. Asset Manager will require vendors and subcontractors to submit applications for payment, invoices, and other customary payment requests documenting the Maintenance Services provided. On a semiannual basis, Asset Manager shall provide the County with a written report that sets forth the actual Maintenance Services performed, the actual cost thereof, and compares the same to the Approved Budget, identifying any discrepancies. The report shall contain a summary of the Maintenance Services performed, identifies the vendors and subcontractors performing such Maintenance Services, and includes the invoices, statements, receipts, and other evidence of payment for the same.

2. Agreement in Effect. The terms and provisions of this Amendment shall control over any inconsistent terms and provision of the Asset Management Agreement. Except as amended hereby, the parties acknowledge and agree that the Asset Management Agreement is in full force and effect in accordance with its terms. This Amendment may be executed in faxed or emailed counterparts, each of which shall be an original and both

of which, taken together, shall be one and the same Amendment. Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Management Agreement.

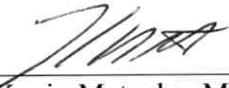
IN WITNESS WHEREOF, County and Asset Manager have executed this Amendment as of the date set forth above.

FORT BEND COUNTY

STONEHENGE HOLDINGS
ASSET MANAGEMENT, LLC,
A TEXAS LIMITED LIABILITY COMPANY,



KP George, County Judge



Kevin Matocha, Manager

01/23/2024

Date

1/2/2024

Date

ATTEST:



Laura Richard, County Clerk

