

FIRST MODIFICATION OF LEASE AGREEMENT

This First Modification of Lease Agreement ("**First Modification**") is made and entered into this 13 day of August, 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 "**Lease**"), Landlord leased to Tenant approximately 1,620 square feet of net rentable area described as Suite 125 (the "**Current 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, Landlord and Tenant desire to modify the Lease to: (a) relocate and expand the Premises to Suite 165 comprised of approximately 2,919 square feet of net rentable area depicted on EXHIBIT "A" attached hereto and incorporated herein by reference (the "**Relocated Premises**"); (b) extend the Term of the Lease to expire thirty-nine (39) months from and after the date that the Relocated Premises has been delivered; and (c) modify certain other terms and conditions of the Lease pursuant to this First 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 First 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 as described in EXHIBIT "B-1" attached hereto and incorporated herein by reference.
- b. "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.
- c. "Extended Expiration Date" means the last date of the thirty-nine (39th) full calendar month after the Relocated Premises Commencement Date.

2) **Extension of Term.** It is acknowledged and agreed that the Primary Term of the Lease commenced January 1, 2023, and expires December 31, 2024 (the "**Current Premises Expiration Date**"). The following is added to the Lease as a new Section 3.01.1:

"3.01.1 EXTENDED EXPIRATION DATE. Subject to the other provisions of this Lease, the Term of this Lease is hereby extended to include the period from and after the Relocation Commencement Date through and including the Extended Expiration Date (the "**Extension Term**"). "Term" includes the Primary Term and Extension Term. "Expiration Date" is deemed to refer to the Extended Expiration Date."

3) **Relocation.** The following is added to the Lease as a new Section 3.02.1:

"3.02.1 RELOCATION COMMENCEMENT DATE.

(i) Landlord will deliver the Relocated Premises to Tenant on the Relocation Commencement Date. It is anticipated that the Relocation Commencement Date will be January 1, 2025, unless extended due to Landlord's requirement to complete the Leasehold Improvements. All insurance and indemnity obligations of Tenant under the Lease commence with respect to the Relocated Premises upon such delivery.

(ii) The Relocated Premises shall be delivered to Tenant, and by execution hereof, Tenant hereby accepts the Relocated Premises (other than the Leasehold Improvements to be performed by Landlord) in its "AS-IS" condition, and "WITH ALL FAULTS". Without limiting the generality of the foregoing, THERE IS NO WARRANTY AS TO SUITABILITY, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE RELOCATED PREMISES GIVEN IN CONNECTION WITH THIS FIRST MODIFICATION.

(iii) Sections 3.04 and 3.05 apply with respect to the Relocated Premises Commencement Date and the Extended Expiration Date, as context requires, provided that Landlord is not required to provide formal written notice prior to completion of Leasehold Improvements.

(iv) Any certificate requested or furnished under Section 3.05 shall include a schedule of Base Rent.

4) **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.

5) **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 to add the following Base Rent schedule for the Relocated Premises through the Extension Term:

Lease Months	Net Rentable Area	Per Square Foot of Net Rentable Area per Year	Total Annual	Monthly
1-12	2,919	\$18.50	\$54,001.50	\$4,500.13
13-24	2,919	\$19.00	\$55,461.00	\$4,621.75
25-36	2,919	\$19.50	\$56,920.50	\$4,743.38
37-39	2,919	\$20.00	\$58,380.00	\$4,865.00

"Lease Months" refers to full calendar months. If the Expansion 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.

6) **Security Deposit.** Landlord currently holds a Security Deposit in the amount of \$3,771.90 for the Current Premises. Upon execution of this First Modification, Tenant shall deliver to Landlord good funds in the amount of \$1,093.10 to bring the total amount of the Security Deposit to \$4,865.00.

7) **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: 5.89%"

8) **Description of Premises.** The following is added to EXHIBIT "A" of the Lease as a new paragraph:

"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 2,919 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."

9) 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 nine (9) unreserved "uncovered" surface and/or surface garage permits in the parking facilities on the Land."

10) From and after the Relocation Commencement Date, EXHIBIT "E", Section 14 is hereby amended so as to increase the number of Card Keys from five (5) to nine (9).

11) Tenant shall vacate the Current Premises no later than three (3) business days following the Relocation Commencement Date and deliver the Current Premises to Landlord in accordance with Section 17.04

12) 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.


13) The parties acknowledge and agree that the Lease has not been amended or modified in any respect, other than by this First Modification, and there are no other agreements of any kind currently in force and effect between the parties with respect to the Premises. This First 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 First Modification. In the event of conflict between the terms and conditions of this First Modification and the Lease it is agreed by all parties that the First 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 First Modification shall remain unchanged and in full force and effect.

14) Landlord and Tenant agree that this First 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 First 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: KP George
Title: FBC County Judge

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

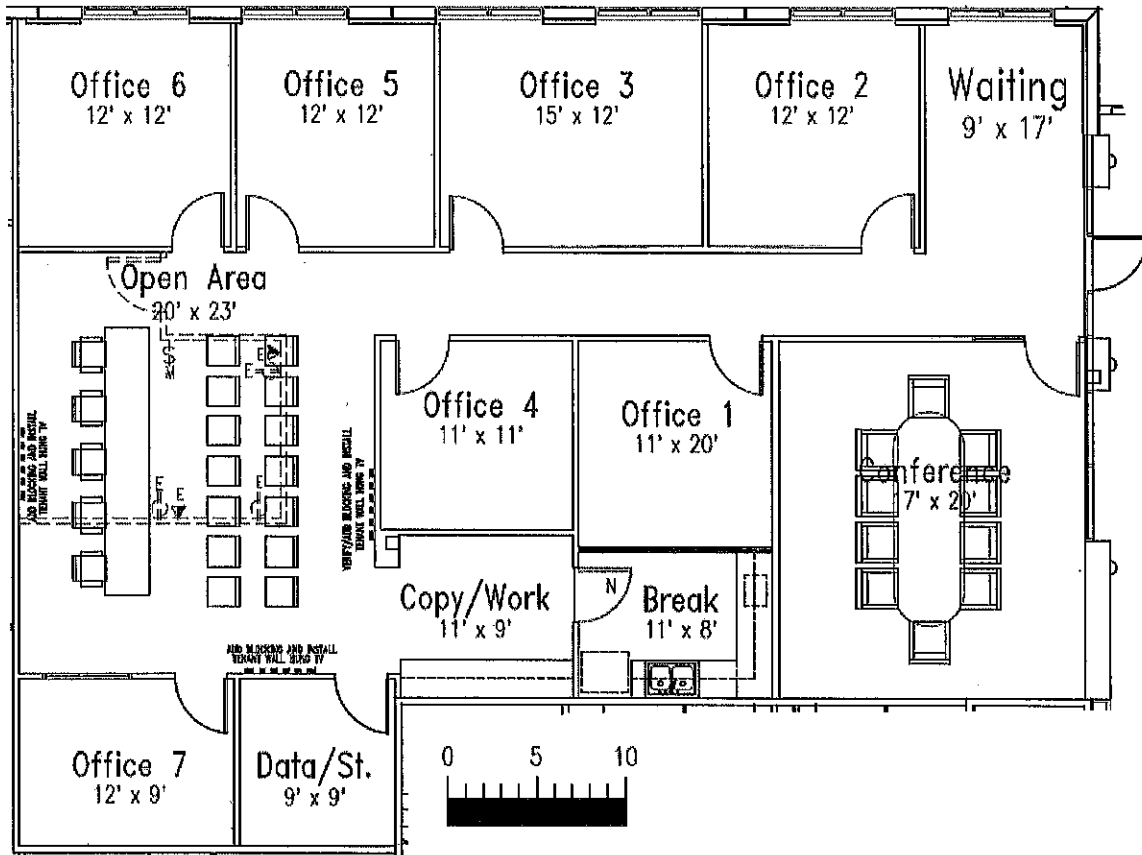


EXHIBIT "B-1"

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 set out in the Leasehold Improvements Estimate in Exhibit "B-2" attached hereto ("Work"), such Work more particularly described in the drawings prepared by ___ and known as Plan No. ___ (the "Drawings").

At Tenant's request, Landlord may perform work that is in excess of the Leasehold Improvement Estimate, 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 IMPROVEMENTS ESTIMATE

PROJECT: Suite 105 Option 4
 LOCATION: 248 Commerce Green Blvd., Sugar Land, TX
 OWNER: Commerce Green Associates
 TENANT: Fort Bend County
 ARCHITECT: Harry Dandaj Architects
 DATE: Tuesday May 29, 2024



333 Commerce Green Blvd.
 Sugar Land, Texas 77478-3596
 281-933-4000 Fax 281-933-4852

RENTABLE SF 2,919

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST	\$/SF	COMMENTS
EXISTING CONDITIONS							
1.1	DEMOLITION	1	LOT	\$ 3,750.00	\$ 3,750	\$ 1.28	DEMOLITION OF OFFICE WALLS
1.2	DUMPSTERS	2	EA	\$ 525.00	\$ 1,050	\$ 0.36	DUMPSTER DELIVERY AND FINAL PULL
1.3	FINAL CLEAN	2,919	SF	\$ 0.35	\$ 1,022	\$ 0.35	FINAL CLEAN
CONCRETE							
2.1	CONCRETE	-	-	\$ -	\$ -	\$ -	N/A
METALS							
3.1	STRUCTURAL STEEL	-	-	\$ -	\$ -	\$ -	N/A
3.2	ORNAMENTAL METALS	-	-	\$ -	\$ -	\$ -	N/A
WOOD, PLASTICS, COMPOSITES							
4.1	ROUGH CARPENTRY	1	LOT	\$ 1,500.00	\$ 1,500	\$ 0.51	BLOCKING FOR WALL MOUNT MONITORS
4.2	FINISH CARPENTRY	-	-	\$ -	\$ -	\$ -	N/A
THERMAL AND MOISTURE PROTECTION							
5.1	FIRESTOPPINGS	-	-	\$ -	\$ -	\$ -	N/A
5.2	JOINT SEALANTS	-	-	\$ -	\$ -	\$ -	N/A
OPENINGS							
6.1	DOORS, FRAMES, HARDWARE	1	EA	\$ 1,750.00	\$ 1,750	\$ 0.60	DOOR, FRAME, HARDWARE FOR BREAK ROOM
6.2	STOREFRONT, ENTRANCES	-	-	\$ -	\$ -	\$ -	N/A
6.3	MISCELLANEOUS GLASS	-	-	\$ -	\$ -	\$ -	N/A
FINISHES							
7.1	DRYWALL AND METAL STUDS	1	LOT	\$ 7,500.00	\$ 7,500	\$ 2.57	DRYWALL PATCH FOR NEW BREAKROOM WALL; CUT AND REPAIR WALLS REQUIRING BLOCKING FOR MONITORS
7.2	ACOUSTICAL CEILINGS	1	LOT	\$ 1,800.00	\$ 1,800	\$ 0.62	MATCH AND PATCH CEILING GRID AND TILE IN BREAKROOM; OPEN AREA AFFECTED BY DEMOLITION
7.3	TILING	-	-	\$ -	\$ -	\$ -	N/A
7.4	FLOOR PREPARATION	1	LOT	\$ 500.00	\$ 500	\$ 0.17	FLOOR PREPARATION ALLOWANCE
7.5	CARPET, LVT, VCT, BASE	1	LOT	\$ 2,500.00	\$ 2,500	\$ 0.86	LVT FOR COPY ROOM (TO REPLACE STAINED EXISTING CARPET)
7.6	PAINT AND WALLCOVERING	1	LOT	\$ 3,250.00	\$ 3,250	\$ 1.11	PAINT IN AREAS AFFECTED BY CONSTRUCTION ONLY
SPECIALTIES							
8.1	ACOUSTIC WALL PANELS	-	-	\$ -	\$ -	\$ -	N/A
8.2	RESTROOM ACCESSORIES	-	-	\$ -	\$ -	\$ -	N/A
EQUIPMENT							
9.1	FOOD SERVICE EQUIPMENT	-	-	\$ -	\$ -	\$ -	N/A
FURNISHINGS							
10.1	MECHANICAL BLINDS	-	-	\$ -	\$ -	\$ -	N/A
10.2	SOLID SURFACE TOPS	-	-	\$ -	\$ -	\$ -	N/A
FIRE SUPPRESSION							
11.1	FIRE SPRINKLER	1	LOT	\$ 1,000.00	\$ 1,000	\$ 0.34	SPRINKLER HEAD ADJUSTMENT ALLOWANCE
PLUMBING							
12.1	PLUMBING AND FIXTURES	-	-	\$ -	\$ -	\$ -	N/A
HVAC							
13.1	HVAC	1	LOT	\$ 1,250.00	\$ 1,250	\$ 0.43	HVAC GRILL AND DUCT ADJUSTMENT ALLOWANCE
ELECTRICAL							
14.1	ELECTRICAL AND FIXTURES	1	LOT	\$ 5,000.00	\$ 5,000	\$ 1.71	ELECTRICAL SERVICE IN WALLS; LIGHT FIXTURE ADJUSTMENT ALLOWANCE
14.2	SCANNING	-	-	\$ -	\$ -	\$ -	N/A
COMMUNICATIONS							
15.1	NETWORK DATA COMMUNICATIONS	-	-	\$ -	\$ -	\$ -	N/A
ELECTRONIC SAFETY AND SECURITY							
16.1	FIRE AND SECURITY ALARMS	1	LOT	\$ 2,500.00	\$ 2,500	\$ 0.86	FIRE ALARM STROBE ADJUSTMENT ALLOWANCE
16.2	SECURITY	-	-	\$ -	\$ -	\$ -	BY OWNER
EXTERIOR							
17.1	EXTERIOR	-	-	\$ -	\$ -	\$ -	N/A
SUBTOTAL DIRECT COSTS					\$ 32,872	\$ 11.26	
TOTAL Budget Summary:							
Subtotal Cost of the Work					\$ 32,872	\$ 11.26	
General Conditions					\$ 19,985	\$ 6.85	DEDICATED SUPERVISION; PROJECT MANAGEMENT, TECHNOLOGY, VEHICLE EXPENSE
Builders Risk Insurance				0.00%	\$ -	\$ -	BY OWNER
Contractor's Umbrella & General Liability Insurance				0.55%	\$ 291	\$ 0.10	GENERAL LIABILITY INSURANCE
Permit				0.50%	\$ 265.79	\$ 0.09	PERMIT ALLOWANCE CITY OF SUGAR LAND
Safety Program				0.25%	\$ 134	\$ 0.05	SAFETY PROGRAM
Contractor's Fee				3.00%	\$ 1,607	\$ 0.55	FEE FOR COST OF WORK
Remodel Tax				8.25%	\$ 4,551	\$ 1.56	REMODEL TAX

TOTAL BUDGET AMOUNT \$ 59,714 \$ 20.46

ALTERNATES DO NOT INCLUDE TAXES AND FEES							
A		-	LOT	\$ -	\$ -	\$ -	