

**THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN
HARRIS COUNTY AND JEFFERSON SMITH, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS Third Amendment to Lease Agreement ("Third Amendment") is made and entered into by and between **Harris County**, a body corporate a politic under the laws of the State of Texas ("Tenant" or "County"), and **Jefferson Smith, LLC**, a Texas limited liability company ("Landlord"). Landlord and Tenant are referred to individually as "Party" and collectively as "Parties" herein.

Recitals

On June 26, 2018, the Parties entered into a lease agreement (the "Original Lease") for Landlord to lease to Tenant approximately 120,120 rentable square feet in Floors 6 - 11 (the "Original Premises") in the office building located at **500 Jefferson Avenue, Houston, Harris County, Texas 77002** (the "Building").

On April 30, 2019, the Parties amended the Original Lease for the first time to add Floor 5 to the Original Premises ("First Amendment").

On May 11, 2021, the Parties amended the Original Lease for the second time to expand the Original Premises to include Floor 4, and to extend the term of the Lease ("Second Amendment"; collectively with the Original Lease and First Amendment referred to herein as the "Lease").

The Parties now desire to amend the Lease for the third time to reduce the Original Premises to a total of approximately 20,020 rentable square feet on Floor 5 (the "Lease Premises"), and to extend the term of the Lease.

Terms

1. Term. Section 1(A) of the Lease is hereby modified to extend the Initial Term for an additional one (1) month, beginning on September 1, 2022. The Initial Term shall now expire on September 30, 2022, unless otherwise terminated in accordance with the provisions of the Lease and this Third Amendment. Tenant may continue occupying the Premises on a month-to-month basis under the same terms and conditions of the Lease, until either Party elects to terminate the Lease by providing fourteen (14) days advanced written notice to the other Party.
2. Lease Premises. Commencing September 1, 2022, the Original Premises of the Lease shall be reduced to the entirety of Floor 5. Therefore, the Premises now contain approximately **20,020 rentable square feet on Floor 5** of the Building (the "Lease Premises"). Landlord and Tenant

agree and deem said square footage accurate, pursuant to the following terms and conditions: (i) Landlord and Tenant desire to include all of 5 as described herein; and (ii) gross monthly rental including expenses for the Lease Premises shall be at the rate of **Thirty-Three-Thousand Seven-Hundred Fifty-Eight and 75/100 Dollars (\$33,758.75)** per month.

3. **Miscellaneous.**

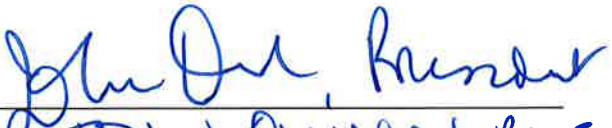
- (a) **Amendment to Lease.** Tenant and Landlord acknowledge and agree that the Original Lease has only been amended by the First Amendment and Second Amendment, and there are no other agreements of any kind currently in force and effect between Landlord and Tenant with respect to the Original Premises. The Lease is incorporated herein by reference as if set forth word for word.
- (b) **Counterparts.** This Third Amendment may be executed in multiple counterparts, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.
- (c) **Entire Agreement.** This Third Amendment sets forth all covenants, agreements and understandings between Landlord and Tenant 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 the Lease.
- (d) **Full Force and Effect.** Except as expressly amended hereby, all other items and provisions of the Lease as amended, remain unchanged and continue to be in full force and effect.
- (e) **Conflicts.** The terms of this Third Amendment shall control over any conflicts between the terms of the Lease and the terms of the Third Amendment.
- (f) **Authority of Tenant.** Tenant warrants and represents unto Landlord that: (i) Tenant is a body corporate and politic under the laws of the State of Texas; (ii) Tenant has full right and authority to execute, deliver and perform this Third Amendment; and (iii) the person executing this Third Amendment was authorized to do so.
- (g) **Capitalized Terms.** Capitalized terms not defined herein shall have the same meaning attached to such terms under the Lease.
- (h) **Successors and Assigns.** This Third Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, once executed by both Parties.
- (i) **Limit of Appropriation:** Landlord understands and agrees, said understanding and agreement also being of the absolute essence of this Third Amendment, that the total maximum compensation that Landlord may become entitled to under the primary Third Amendment term, hereunder and the total maximum sum that County shall become liable to pay to Landlord under the terms and provisions of this Third Amendment, and all amendments and supplements thereto, shall not under any conditions, circumstances, or interpretations thereof exceed Ten Million Four-Hundred Twenty-Five-Thousand Five-

Hundred Sixty-Nine and 67/100 Dollars (\$10,425,569.67) as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order by the Harris County Purchasing Agent to Landlord for the purpose of fully satisfying and discharging any and all the County's obligations and liabilities which may be incurred by the County under the terms and provisions of the Lease and this Third Amendment. When and if all the funds so certified are expended for the purposes of satisfying Tenant's obligations pursuant to this Third Amendment, Landlord's sole and exclusive remedy shall be to terminate this Third Amendment. Landlord understands and agrees, the understanding and agreement being of the absolute essence of this Lease, that the County will issue portions of the Limit of Appropriation from multiple fiscal years. Therefore, in accordance with Tex. Loc. Gov't Code § 271.903, Landlord understands and agrees that the County retains the right to terminate at the expiration of each fiscal year without default or damages. Failure to certify funds or to certify sufficient funding for any reason shall not be a breach of this Lease. With regard to any renewal terms or extension of this Third Amendment, the County has not certified any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal term.

[Remainder left blank. Signature page to follow.]

IN WITNESS WHEREOF, executed by each Party as of the date as set forth below.

LANDLORD:
JEFFERSON SMITH, LLC,
a Texas limited liability company


By: 
Name: JOHN QUINLAN, President
Title: PRESIDENT
Date: AUGUST 25, 2022

TENANT OR COUNTY:
HARRIS COUNTY, a body corporate and politic
under the laws of the State of Texas

By: _____
Lina Hidalgo, County Judge

Date: _____

APPROVED AS TO FORM:
Christian D. Menefee
Harris County Attorney

By: 
Justina Daniel-Wariya
Assistant County Attorney
CAO File No. 22RPD0116

ORDER OF COMMISSIONERS COURT

Authorizing execution of a Third Amendment to Lease Agreement

The Commissioners Court of Harris County, Texas convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2022, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO THE LEASE AGREEMENT BETWEEN HARRIS COUNTY AND JEFFERSON SMITH, LLC, TO EXTEND THE TERM OF THE LEASE AND REDUCE THE LEASE PREMISES TO 20,020 RENTABLE SQUARE FEET BEING ALL OF THE FIFTH FLOOR OF THE PREMISES LOCATED AT 500 JEFFERSON AVENUE, HOUSTON, TEXAS 77002

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

RECITALS

WHEREAS Jefferson Smith, LLC, is the owner of the real property located at **500 Jefferson Avenue, Houston, Harris County, Texas 77002**; and

WHEREAS, on June 26, 2018, Jefferson Smith, LLC, and Harris County executed a Lease Agreement for the above-described property; and

WHEREAS, by that certain First Amendment of Lease Agreement executed on April 30, 2019, and that certain Second Amendment of Lease executed on May 11, 2021, Jefferson Smith, LLC, and Harris County amended the terms of the Lease Agreement; and

WHEREAS, Harris County now desires to amend the Lease Agreement to modify the total rentable square feet of the leased premises, and to extend the term of the lease to be renewable on

a month-to-month basis, for the continued use and occupancy by the Harris County District Attorney's Office.

IT IS ORDERED that:

1. The recitals set forth in this Order are true and correct.
2. The Harris County Judge is authorized to execute, for and on behalf of Harris County, a Third Amendment to Lease Agreement between Harris County, and Jefferson Smith, LLC, modifying the Lease to extend the term for one (1) month from September 1, 2022, to September 30, 2022, renewable on a monthly basis, and to reduce the lease premises to 20,020 rentable square feet, being all of the 5th floor of the premises located at 500 Jefferson Avenue, Houston, Texas 77002, in Harris County, Texas, for an amount not to exceed Thirty-Three-Thousand Seven-Hundred Fifty-Eight and 75/100 Dollars (\$33,758.75) per month. The form of such Lease Agreement and subsequent Amendments thereto being incorporated herein as though fully set forth word for word.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.