

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “*First Amendment*”) is made and entered into as of the ____ day of _____, 2023 (the “*Effective Date*”) by and between NW Crossing Management, LLC, a Texas limited liability company, f/b/o RS NWC LLC and 290 Office Ventures, LP jointly and severally, as tenants in common of Northwest Crossing III (“*Landlord*”) and Harris County on behalf of the Harris County Toll Road Authority (HCTRA) (“*Tenant*”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated September 13, 2022 (the “*Original Lease*”), whereby Landlord leased to Tenant approximately 14,633 square feet of Net Rentable Area (the “*Existing Premises*”) located on the sixth (6th) floor (Suite 650) of the office building located at 13105 Northwest Freeway in Houston, Texas 77040 (the “*Building*”); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease in certain respects.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Expansion Premises. Subject to and upon the terms, provisions and conditions set forth in the Lease, effective as of the Expansion Premises Commencement Date (as hereinafter defined), Landlord does hereby lease, demise and let to Tenant, and Tenant does hereby lease, demise and take from Landlord, an additional 10,552 square feet of Net Rentable Area located on the twelfth (12th) floor (Suite 1200) of the Building (the “*Expansion Premises*”), as reflected on the floor plan attached hereto as **Exhibit A** and made a part hereof for all purposes. The Expansion Premises, together with the Existing Premises, shall hereinafter collectively be referred to as the “*Leased Premises*”.

2. Expansion Premises Term. The Term governing the Expansion Premises (the “*Expansion Premises Term*”) shall commence on December 1, 2023 (the “*Expansion Premises Commencement Date*”), and, unless sooner terminated or renewed in accordance with the terms and conditions set forth herein and the Lease, shall expire at 11:59 p.m. on September 30, 2025 (the “*Expansion Premises Lease Expiration Date*”).

3. Expansion Premises Base Rent. Commencing on the Expansion Premises Commencement Date and continuing through the Expansion Premises Expiration Date, Base Rent payable by Tenant pursuant to the Lease with respect to the Expansion Premises only shall be determined according to the following schedule:

<u>Time Period</u>	<u>Annual Base Rent Rate Per Square Foot of Net Rentable Area</u>	<u>Annual Base Rent</u>	<u>Monthly Payment</u>
12/01/2023 – 09/30/2025	\$18.20	N/A	\$16,003.87

4. Condition of the Expansion Premises. On the Expansion Premises Commencement Date, Landlord agrees to furnish the Expansion Premises to Tenant in its current condition, i.e., “AS IS” and “WITH ALL FAULTS”. **TENANT FURTHER ACKNOWLEDGES AND AGREES THAT LANDLORD DOES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EXPANSION PREMISES AND/OR THE IMPROVEMENTS LOCATED THEREIN.** Tenant further acknowledges and agrees that Landlord has no obligation to install or construct any leasehold improvements or other alterations or modifications to the Expansion Premises or to pay or reimburse Tenant for any costs or expenses it has paid or incurred in connection with the installation or construction of any leasehold improvements or other alterations or modifications to the Expansion Premises.

5. Parking. On the Expansion Premises Commencement Date, Tenant shall be allocated fifty-one (51) additional unreserved parking spaces in the Garage free of charge during the Expansion Premises Term. These

fifty-one (51) parking spaces shall be provided to Tenant in accordance with, and be governed by, the terms of Exhibit C of the Original Lease.

6. Estoppel; Ratification. The Lease, as amended by this First Amendment, is in full force and effect. The parties hereto hereby ratify, confirm and approve in all respects the Lease, as amended by this First Amendment. To the best of Tenant's knowledge as of the date on which Tenant executes this First Amendment, (i) Landlord is not in default of its obligations under the Lease; and (ii) no event has occurred that with the passage of time, the giving of notice or both will constitute a default or breach by Landlord of its obligations and liabilities under the Lease. No rent or other charges due under the Lease have been paid by Tenant in advance of the current month. Other than with respect to the security deposit, if any, held by Landlord and to be disbursed to Tenant in accordance with the terms of the Lease, Tenant is not entitled to any refunds, rebates, offsets or credits with respect to any amounts heretofore paid by Tenant under the Lease. Tenant has no claim, counterclaim or other defense to the payment of rent or other amounts due or to become due under the Lease, as amended hereby, or the performance of any of Tenant's other obligations under the Lease, as amended hereby. Tenant has not assigned the Lease or any of the right, title or interest of the Tenant under the Lease. Tenant has not subleased the Leased Premises or any part thereof. No person or entity other than Tenant occupies any portion of the Leased Premises. Tenant represents and warrants to Landlord that as of the date of execution of this First Amendment, there are no mechanics' liens or other liens encumbering all or any portion of the Leased Premises by virtue of any act or omission on the part of Tenant, its predecessors, contractors, agents, employees, successors or assigns.

7. Brokers. Tenant warrants that it has had no dealings with any broker or agent, in connection with the negotiation or execution of this First Amendment, and Tenant agrees to indemnify Landlord against all costs, expenses, attorneys' fees or other liability for commissions or other compensation or charges claimed by any broker or agent claiming the same by, through or under Tenant.

8. Miscellaneous.

(a) Amendment to Lease. The parties acknowledge and agree that the Lease has not been amended or modified in any respect, other than by this First Amendment, and there are no other agreements of any kind currently in force and effect between the parties with respect to the Leased Premises or the Building. The term "Lease" shall mean the Lease as so amended, unless the context requires otherwise.

(b) Counterparts. For the convenience of the parties any number of counterparts hereof may be executed, and each such executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Facsimile or .PDF transmission of an executed counterpart of this First Amendment shall be deemed to constitute due and sufficient delivery of such counterpart, and such facsimile or .PDF signatures shall be deemed original signatures for purposes of enforcement and construction of this First Amendment.

(c) Entire Agreement. This First Amendment 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 Amendment.

(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 First Amendment shall control over any conflicts between the terms of the Lease and the terms of this First Amendment.

(f) Authority of Tenant. Tenant warrants and represents unto Landlord that (i) Tenant has full right and authority to execute, deliver and perform this First Amendment and (ii) the person executing this First Amendment was authorized to do so.

(g) Capitalized Terms. Capitalized terms not defined herein shall have the same meanings attached to such terms under the Lease.

(h) Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(i) Governing Law. This First Amendment shall be governed by, and construed in accordance with, the laws of the State of Texas.

[Signature Page Follows]

IN WITNESS WHEREOF, executed by each party hereto to be effective as of the Effective Date.

“Landlord”

NW CROSSING MANAGEMENT LLC, a Texas limited liability company, f/b/o the tenant-in-common owners of Northwest Crossing III

By: RS GENERAL PARTNER, LLC, its manager

By: 1. Jay Shani
Jay Shani, Vice President

By: FERDIE BHANDARA INTERESTS, INC., its manager

By: 2. Berzin F. Bhandara
Berzin Bhandara, Vice President

“Tenant”

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

Approved as to Form

CHRISTIAN D. MENEFEE

County Attorney

By: Marcy Linebarger
Marcy Linebarger
Senior Assistant County Attorney

EXHIBIT "A"

Floor Plan of the Expansion Premises

HATCHED AREA—
10,552 NRSF

