

FIRST AMENDMENT TO OFFICE LEASE

This First Amendment to Office Lease (the "First Amendment") is entered into by and between **SLS - SOUTH LOOP, LLC**, a Texas limited liability company ("Landlord") and **HARRIS COUNTY, TEXAS acting herein for the HARRIS COUNTY TOLL ROAD AUTHORITY** ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement ("Lease") which commenced on or about June 4, 2024, leasing approximately: (1) 9,564 square feet of rentable area on the second floor, (2) 18,700 square feet of rentable area on the seventh floor, and (3) 18,700 square feet of rentable area on the ninth floor ("Net Rentable Area") in the building located at 2636 South Loop West, Houston Texas 77054 (the "Building"), all as more fully described in the Lease with legal description identified in Exhibit A attached hereto;

WHEREAS, Landlord and Tenant desire to increase the Net Rentable Area by (1) expanding 18,700 square feet of rentable area on the eighth floor, and (2) expanding 10,472 square feet of rentable area on the sixth floor ("Expansion Premises") as shown on Exhibit B attached hereto, and amend certain provisions of the Lease in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows (capitalized terms used herein having the meanings ascribed to them in the Lease unless specifically defined herein):

1. Sixth Floor Expansion Space. Subject to the terms and provisions hereinafter set forth, Landlord does rent and lease, unto Tenant, its successors and assigns, for a term beginning on May 1, 2025, and ending on April 30, 2029, the following described premises situated in the City of Houston, Harris County, Texas, to-wit:

Approximately 10,472 square feet net rental area ("NRA"), more or less, of office space on the sixth (6th) floor of the building located at 2636 South Loop West in the City of Houston, Harris County, Texas, the said building being located on a tract of land containing 3.51171 acres, more or less, out of Unrestricted Reserve "C", of Hearthwood Business Park, Section Three (3), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 304, Page 97 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds in the "Legal Description" attached hereto and incorporated herein as Exhibit A, said area hereby Lease together with rights of ingress and egress, hereafter called "6th Floor Lease Expansion Premises".

2. Eighth Floor Expansion Space. Subject to the terms and provisions hereinafter set forth, Landlord does rent and lease, unto Tenant, its successors and assigns, for a term beginning on May 1, 2025, and ending on April 30, 2029, the following described premises situated in the City of Houston, Harris County, Texas, to-wit:

Approximately 18,700 square feet net rental area ("NRA"), more or less, of office space on the eighth (8th) floor of the building located at 2636 South Loop West in the City of Houston, Harris County, Texas, the said building being located on a tract of

land containing 3.51171 acres, more or less, out of Unrestricted Reserve "C", of Hearthwood Business Park, Section Three (3), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 304, Page 97 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds in the "Legal Description" attached hereto and incorporated herein as Exhibit A, said area hereby Lease together with rights of ingress and egress, hereafter called "8th Floor Lease Expansion Premises".

3. 6th Floor and 8th Floor Base Rent. The monthly Base Rent for the 6th Floor Lease Expansion Premises and 8th Floor Lease Expansion Premises shall be as follows throughout the Term of the Lease:

<u>Lease Period</u>	<u>Floor</u>	<u>Sq. Ft.</u>	<u>Monthly Base Rent</u>	<u>Base Rent PSF/YR</u>
05/01/2025 – 04/30/2029	6	10,472	\$20,071.33	\$23.00
05/01/2025 – 04/30/2029	8	18,700	\$35,841.67	\$23.00

4. Combined Base Rent. The monthly base rental payments for the second, sixth, seventh, eighth and ninth floors that are occupied by Tenant shall be combined for accounting purposes to one monthly payment in the amount of \$145,927.34 ("Combined Base Rent") as follows:

<u>Floor</u>	<u>Sq. Ft.</u>	<u>Monthly Rent</u>
2	9,564	\$18,331.00
6	10,472	\$20,071.33
7	18,700	\$35,841.67
8	18,700	\$35,841.67
9	18,700	\$35,841.67
	<u>76,136</u>	<u>\$145,927.34 Total</u>

5. Additional Tenant Improvements, Reserved Parking and Operating Expenses Including Generator. Tenant shall pay to Landlord, as Tenant improvements, additional five (5) reserved parking spaces, and additional operating expenses, including generator power, the monthly fee of \$5,000.00.

6. No Other Changes. The Lease, as amended by the First Amendment, is hereby ratified and affirmed and, except as expressly amended hereby, all other items and provisions of the Lease remain unchanged and continue to be in full force and effect.

7. As Is Condition. Tenant accepts the 6th Floor Lease Expansion Premises and the 8th Floor Lease Expansion Premises in their as is and where is condition with no additional work required of Landlord.

8. Entire Agreement. The Lease, as amended by the First Amendment, constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and all prior agreements, proposals, negotiations, understanding and correspondence between the parties in this regard, whether written or oral, are hereby superseded and merged herewith.

9. Conflicts. If there are any conflicts or inconsistencies between the terms of Lease and the terms and provisions of this First Amendment, this First Amendment shall control.

10. Counterparts. This First Amendment may be executed in two or more counterparts each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

EXECUTED in duplicate originals by a duly authorized representative of the **HARRIS COUNTY, TEXAS**, and by a duly authorized representative of **SLS-SOUTH LOOP, LLC**, on the dates shown below.

LANDLORD

SLS-SOUTH LOOP, LLC

DocuSigned by:
By: Osama Abdullatif
9DB630C7D8AC40F
Name: Osama Abdullatif
Title: Manager

TENANT

HARRIS COUNTY

By: _____
Printed Name: Lina Hidalgo
Title: County Judge

Approved as to Form:

Christian D. Menefee

County Attorney

DocuSigned by:
By: Marcy Linebarger
0B97D5E185374E3...
Marcy Linebarger
Senior Assistant County Attorney
25GEN0493

EXHIBIT "A"

LEGAL DESCRIPTION

THE REAL PROPERTY REFERRED TO HEREIN IS ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF HOUSTON, COUNTY OF HARRIS, STATE OF TEXAS DESCRIBED AS FOLLOWS COMMONLY KNOWN AS: 2636 SOUTH LOOP W., HOUSTON, TX 77054

TRACT I:

ALL THAT CERTAIN 3.5117 ACRES OF LAND OUT OF UNRESTRICTED RESERVE 'C', HEARTHWOOD BUSINESS PARK, SECTION THREE, ACCORDING TO THE PLAT THEREOF FILED AT VOLUME 304, PAGE 97, HARRIS COUNTY MAP RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TRACT II:

ALL THAT CERTAIN 0.4810 ACRE OF LAND OUT OF UNRESTRICTED RESERVE "C", HEARTWOOD BUSINESS PARK, SECTION THREE, ACCORDING TO THE PLAT THEREOF FILED AT VOLUME 304, PAGE 97, HARRIS COUNTY MAP RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TRACT III:

ALL THAT CERTAIN APPURTENANT EASEMENT RIGHTS FOR STORM SEWER PURPOSES, AS SET FORTH AND ESTABLISHED IN A CERTAIN GRANT OF EASEMENT AND MAINTENANCE AGREEMENT DATED JANUARY 23, 1981. FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. G845556.

TRACT IV:

ALL THOSE CERTAIN APPURTENANT EASEMENT RIGHTS FOR ACCESS AND PARKING, AS SET FORTH AND ESTABLISHED IN A CERTAIN RECIPROCAL DECLARATION OF ACCESS AND PARKING USE EASEMENT AGREEMENT DATED THE 16TH DAY OF MARCH, 1984. FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. J429803.

TRACT I
METES AND BOUNDS DESCRIPTION
3.5117 ACRES OUT OF UNRESTRICTED RESERVE "C"
HEARTHWOOD BUSINESS PARK, SECTION THREE
HARRIS COUNTY, TEXAS

All that certain 3.5117 acres of land out of Unrestricted Reserve "C", Hearthwood Business Park, Section Three, according to the plat thereof filed at Volume 304, Page 97 Harris County Map Records and being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8" iron rod marking the southwest corner of said Unrestricted Reserve "C";

THENCE N 00° 22' 30" W – 512.07', with the west line of said Unrestricted Reserve "C", to a found 5/8" rod for corner;

THENCE N 89° 37' 30" E – 234.74', with the south right-of-way line of South Bartell Drive (60' wide), to a found 5/8" iron rod for corner;

THENCE S 00° 22' 30" E – 200.00' to a found iron rod for corner;

THENCE N 89° 37' 30" E – 105.00' to a found 5/8" iron rod for corner;

THENCE S 00° 22' 30" E – 312.07', with the west right-of-way line of Hearth Drive (60' wide), to a found 5/8" iron rod for corner;

THENCE S 89° 37' 30" W – 339.74', with the south line of said Unrestricted Reserve "C", to the POINT OF BEGINNING and containing 3.5117 acres (152,970 square feet) of land, more or less.

**TRACT II
METES AND BOUNDS DESCRIPTION
0.4810 ACRES OUT OF UNRESTRICTED RESERVE "C"
HEARTHWOOD BUSINESS PARK, SECTION THREE
HARRIS COUNTY, TEXAS**

All that certain 0.4810 acres of land out of Unrestricted Reserve "C", Hearthwood Business Park, Section Three, according to the plat thereof filed at Volume 304, Page 97 Harris County Map Records and being more particularly described by metes and bounds as follows:

Commencing at a found 5/8" iron rod marking the southwest corner of said Unrestricted Reserve "C"; Thence, N 00° 22' 30" W – 512.07', with the west line of said Unrestricted Reserve "C", to a found 5/8" rod for corner; Thence N 89° 37' 30" E – 234.74', with the south right-of-way line of South Bartell Drive (60' wide), to a found 5/8" iron rod for the POINT OF BEGINNING of the herein described tract;

THENCE S 00° 22' 30" E – 200.00' to a set "X" in concrete for corner;

THENCE N 89° 37' 30" E – 105.00' to a found 5/8" iron rod for corner;

THENCE N 00° 22' 30" W – 189.98', with the west right-of-way line of Hearth Drive (60' wide), to a found 5/8" iron rod for corner;

THENCE N 45° 08' 29" W – 14.11', with a 10' cutback line to a found 5/8" rod for corner;

THENCE S 89° 37' 30" W – 95.06', with the south right-of-way line of said South Bartell Drive to the POINT OF BEGINNING and containing 0.4810 acres (20,950 square feet) of land, more or less.

8th Floor Lease Expansion Premises

