

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN  
HARRIS COUNTY AND AMERICAN CAPITAL PROPERTIES, LLC**

**LANDLORD:** American Capital Properties, LLC ("Landlord")

**TENANT:** Harris County, a body corporate and politic under the laws of the State of Texas ("Tenant")

**PREMISES:** Approximately 10,204 ± rentable square feet, identified as Suite 200 within the building located at 4101 Interwood North Parkway, Houston, Texas 77032 ("Premises")

**RECITALS**

WHEREAS, Landlord and Tenant entered into a commercial lease for the Premises on or about July 1, 2022 (the "Lease");

WHEREAS, the parties desire to amend the terms of the Lease and substitute and replace Exhibits to the Lease; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

**TERMS**

- 1) **Tenant Improvements:** Section 1(E) of the Lease is hereby deleted in its entirety and replaced with the following:

Improvements will be completed by Landlord in good and workmanlike manner at Landlord's sole cost and expense in accordance with the specifications attached hereto as Exhibit B and incorporated herein by reference ("Tenant Improvements"). Landlord will obtain all permits needed for the completion of the work and for the occupancy of the space by Tenant. Landlord agrees to use commercially reasonable efforts to complete the Tenant Improvements in a good and workmanlike manner by November 30, 2022. Notwithstanding anything contained herein to the contrary, Tenant shall have ninety (90) days from substantial completion of the Tenant Improvements performed by Landlord in writing of any latent defects in the Tenant Improvements. Landlord shall be responsible for the correction of any latent defects in the Tenant Improvements with respect to which it received timely notice from Tenant.

- 2) **Vehicle Inspection Area:** Section 33 is deleted in its entirety and replaced with the following:

Tenant shall be allocated an area as shown in Exhibit C-1 for the purpose of inspecting commercial vehicles.

- 3) **Exhibits:** Exhibit C and Exhibit D of the Lease are hereby deleted in their entirety and replaced with Exhibit C-1, attached hereto, which shows both the location for Secured Parking, as set forth in Section 32 of the Lease, and the location for vehicle inspection, as described in Section 33 of the Lease.
- 4) **Modifications:** Except as modified herein by this First Amendment to Lease ("First Amendment"), all other defined terms and conditions of the Lease will remain in full force and effect, and this First Amendment will be made part of and attached to the Lease. In the event of a conflict between the First Amendment and the Lease, the First Amendment will control.
- 5) **Counterparts:** This First Amendment may be executed in multiple counterparts, each of which will constitute an original, which together will constitute one and the same instrument. This First Amendment may be executed or delivered by electronic means, and copies of executed signature pages will be binding as originals.

*[Remainder left blank; signature page(s) to follow]*

Landlord and Tenant have executed and authorized this First Addendum effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

**LANDLORD:**  
**AMERICAN CAPITAL PROPERTIES, LLC**

By: \_\_\_\_\_

Name: John Berg

Title: V.P.

Date: 9/13/2022

**TENANT:**  
**HARRIS COUNTY, a political subdivision**  
**of the State of Texas**

By: \_\_\_\_\_  
Lina Hidalgo, County Judge

APPROVED AS TO FORM:  
Christian D. Menefee  
County Attorney

By: \_\_\_\_\_  
Justina Daniel-Wariya  
Assistant County Attorney  
CAO File No.: 22RPD0152



EXHIBIT C-1

