

**SEVENTH AMENDMENT TO LEASE AGREEMENT  
BETWEEN THE UNIVERSITY OF HOUSTON SYSTEM  
AND WHARTON COUNTY JUNIOR COLLEGE**

This Seventh Amendment (the "Seventh Amendment") to the Lease Agreement is entered into between the University of Houston System ("Lessor") and Wharton County Junior College ("Lessee") (collectively, the "Parties"). This amendment incorporates by reference the attached Lease Agreement, fully executed as of July 8, 2008 (the "Original Lease Agreement"), as previously amended in November 2008, on May 25, 2011, on June 16, 2012, on June 14, 2016, on June 28, 2018 and on July 7, 2022.

WHEREAS, the Parties entered into the Lease Agreement pursuant to which Lessor would lease approximately two-thirds of the total square footage of the academic facility being constructed ("the Building") at the University of Houston Sugar Land campus located at U.S. Highway 59 and University Boulevard ("UHSL");

WHEREAS, the Parties entered into the First Amendment to the Lease Agreement, dated November \_\_, 2008 which, amongst other things, extended the commencement date from January 1, 2009 to May 1, 2009 and modified the leased square footage, initial rent, and deferred maintenance charges (the "First Amendment");

WHEREAS, the Parties entered into the Second Amendment to the Lease Agreement dated May 25, 2011 which, amongst other things, incorporated Lessee's obligations to pay for the costs of the construction and operations associated with the Fort Bend County University Branch Library collaboration (the "Second Amendment");

WHEREAS, the Parties entered into the Third Amendment to the Lease Agreement dated June 16, 2016 which, amongst other things, modified the Lessee's rental rate for May 1, 2012 through April 30, 2015 to \$15.01 (rounded) per net square foot per year, based upon approximately 72,483 net usable square feet, excluding utilities (the "Third Amendment");

WHEREAS, the Parties entered into the Fourth Amendment to the Lease Agreement dated June 14, 2016 which, amongst other things, modified the Lessee's rental rate for May 1, 2015 through April 30, 2018 to \$16.06 (rounded) per net square foot per year, based upon approximately 72,483 net usable square feet, excluding utilities (the "Fourth Amendment");

WHEREAS, the Parties entered into the Fifth Amendment to the Lease Agreement dated June 28, 2018 which, amongst other things, modified the Lessee's rental rate to increase each year for the period from May 1, 2018 through April 30, 2021, based upon approximately 72,483 net usable square feet, excluding utilities (the "Fifth Amendment");

WHEREAS, the Parties entered into the Sixth Amendment to the Lease Agreement dated July 7, 2022 which, amongst other things, modified the Lessee's rental rate to increase each year for the period from May 1, 2022 through April 30, 2029 based upon approximately 72,483 net usable square feet, excluding utilities (the "Sixth Amendment") (The Original Lease, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment shall be referred to herein as the "Lease Agreement"); and

WHEREAS, unless defined herein capitalized terms will have the meanings given such terms in the

Lease Agreement;

WHEREAS, Lessee and Lessor now desires to temporarily reduce the Leased Premises from 72,483 net usable square feet to approximately 69,714 square feet beginning September 1, 2022 and ending August 31, 2023.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby expressly agree to amend the lease as follows:

1. The Parties agree that commencing September 1, 2022 and ending on August 31, 2023 the portions of the Building as depicted in the attached Exhibit A, known as BH2-268, BH2-270, BH2-376, and BH2-378 (the "Reduction Space"), shall not be included as a part of the Leased Premises such that the Leased Premises shall be reduced from 72,483 net usable square feet leased to 69,714 net usable square feet leased. Lessee agrees to surrender to Lessor the Reduced Space on or before September 1, 2022, broom-clean and in good order and condition, ordinary wear and tear and casualty excepted.
2. On or before March 1, 2023, Lessee shall notify Lessor whether Lessee intends to occupy and use the Reduction Space during the next academic year. If Lessee intends to use the Reduction Space, the Parties agree that on or before August 1, 2023 Lessor shall deliver possession of the Reduction Space to Lessee, broom-clean and in good order and condition, ordinary wear and tear and casualty excepted such that the Leased Premises shall return to 72,483 net usable square feet for the remaining term of the Lease Agreement. The Parties further agree that the base rent shall be calculated as described in Paragraph 5 of this Seventh Amendment, and the Proportionate Share of Expenses shall return to the amounts and method of calculation as stated in the Lease Agreement prior to this Seventh Amendment to Lease Agreement.
3. On or before March 1, 2024, and each subsequent year of the Lease Agreement, Lessee shall notify Lessor whether Lessee intends to occupy and use the Reduction Space during the following academic year as described in Paragraph 2 of this Seventh Amendment. The base rent for each year shall be calculated as described in Paragraph 5 of this Seventh Amendment, based on the square footage of space used and occupied by Lessee during that year.
4. The Lease Agreement, as amended by this Seventh Amendment to Lease Agreement, is in full force and effect. The Parties hereto hereby ratify, confirm and approve in all respects of the Lease Agreement, as amended by this Seventh Amendment to Lease Agreement.
5. Rent.
  - a. In accordance with Paragraph 7.1 of the Lease Agreement, the rent terms contained in Paragraph 7 of the Lease Agreement are hereby amended to reflect the following annual base rent rates per net square foot for the periods set forth below, excluding utilities:
    - Effective September 1, 2022 through April 30, 2023, for 69,714 net usable square feet, \$19.44 per square for a total of \$903,492.79, or \$112,936.60 per month;

- Effective May 1, 2023 through August 31, 2023, for 69,714 net usable square feet, \$19.83 per square foot for a total of \$1,382,429.30 per year, or \$115,202.44 per month;
  - Effective September 1, 2023 through April 30, 2024, \$19.83 per square foot;
  - Effective May 1, 2024 through April 30, 2025, \$20.42 per square foot;
  - Effective May 1, 2025 through April 30, 2026, \$21.04 per square foot;
  - Effective May 1, 2026 through April 30, 2027, \$21.88 per square foot;
  - Effective May 1, 2027 through April 30, 2028, \$22.75 per square foot;
  - Effective May 1, 2028 through April 30, 2029, \$23.66 per square foot;
3. This Seventh Amendment to the Lease Agreement is effective as of September 1, 2022 and shall terminate when the Lease Agreement terminates.
  4. To the extent the terms, provisions, covenants, or conditions in this lease amendment are inconsistent with those in the Lease Agreement as previously amended, the terms, provisions, covenants, or conditions in this Seventh Amendment shall control and be binding on the Parties as of the Effective Date of this Seventh Amendment. All other provisions of the Lease Agreement, as previously amended, shall continue in full force and effect.
  5. This Seventh Amendment can only be amended or modified upon written agreement executed by authorized representatives of the Parties.
  6. This Seventh Amendment may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment to the Lease Agreement to be effective as of September 1, 2022.

WHARTON COUNTY  
JUNIOR COLLEGE

UNIVERSITY OF HOUSTON SYSTEM

\_\_\_\_\_  
Name: Betty A. McCrohan  
Title: President

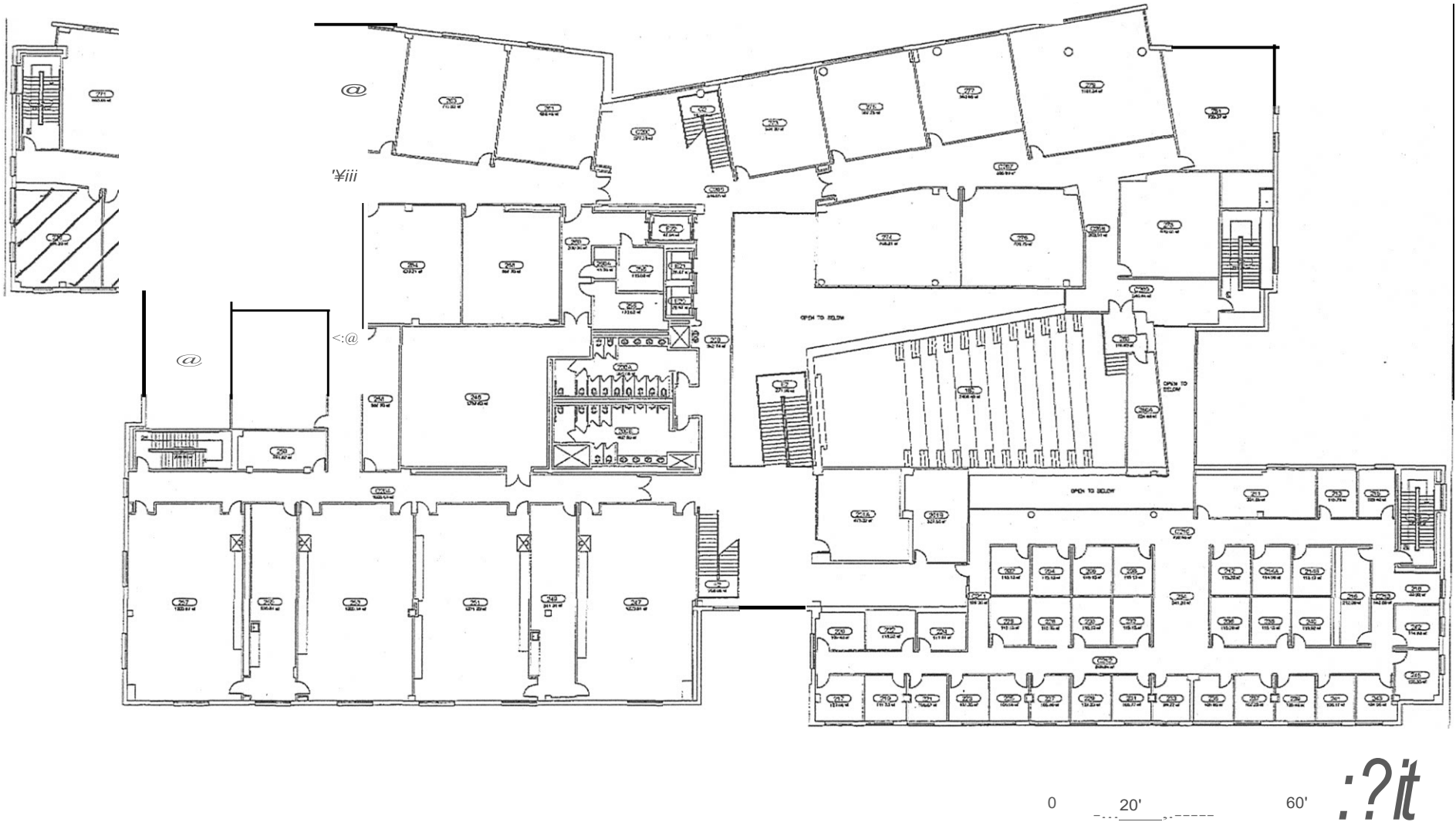
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Name: Renu K. hator  
Title: Chancellor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A

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## Brazos Hall



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## Brazos Hall

UNIVERSITY OF HOUSTON SYSTEM  
FACILITIES PLANNING AND CONSTRUCTION

BUILDING  
NUMBER 121

BUILDING  
ABBREVIATION: FBA 2

FLOOR  
LEVEL: -03

CAMPUS:  
UH-S: 1S

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