

FIFTH AMENDMENT TO LEASE AGREEMENT

This Fifth Amendment to Lease Agreement is entered into and made effective the 18th day of May 2026 by and between ERF TOWER II, INC., ("Landlord") and NUECES COUNTY HOSPITAL DISTRICT, a hospital district created pursuant to Chapter 281 of the Texas Health and Safety Code, hereinafter the "Tenant."

WITNESSETH:

WHEREAS, by that certain Lease dated effective October 22, 2002, hereinafter the "Original Lease", where TRST Corpus, Inc. as landlord leased to Tenant certain office space located on the 9th floor of the building known as Tower II, located at 555 North Carancahua, Corpus Christi, Texas 78401, hereinafter the "Building". The Original Lease was amended by a First Amendment to Lease Agreement dated November 21, 2007, hereinafter the "First Amendment", a Second Amendment to Lease Agreement dated May 21, 2013, hereinafter the "Second Amendment", a Third Amendment to Lease Agreement dated May 22, 2018, hereinafter the "Third Amendment", and a Fourth Amendment to Lease Agreement dated May 31, 2023 hereinafter the "Fourth Amendment. (the Original Lease, as amended by the First Amendment through Fourth Amendments, shall hereinafter be referred to as the "Lease") pursuant to which Tenant leases from Landlord certain premises designated 9th floor (Suite 950) comprised of approximately 6,166 square feet of net rentable area in the building known as the Tower II Building, located at 555 North Carancahua, Corpus Christi, Texas (the "Building"):

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Capitalized Terms and Recitals:** All capitalized terms that are not otherwise defined herein shall have the meaning set forth in the Lease. The recitals set forth above are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.
2. **Extension of Lease Term.** The term of the Lease is hereby extended for a five-year Extension Term commencing on June 1, 2026, and terminating on May 31, 2031. During the Extension Term all terms and conditions of the Lease shall remain in effect except that the Base rent shall be as follows:

Period of Extension	\$/ RSF per year	Annualized Base Rent	Monthly Base Rent
06/01/2026 – 5/31/2027	\$17.25	\$8,863.63	\$106,363.50
06/01/2027 – 5/31/2028	\$17.25	\$8,863.63	\$106,363.50
06/01/2028 – 5/31/2029	\$17.25	\$8,863.63	\$106,363.50
06/01/2029 – 5/31/2030	\$17.25	\$8,863.63	\$106,363.50
06/01/2030 – 5/31/2031	\$17.25	\$8,863.63	\$106,363.50

3. **AS-IS.** For the Extension Term beginning June 1, 2026, the Landlord shall not be required to make any improvements or buildout of the Leased Premises, and the Tenant hereby agrees to accept and continue to lease the Leased Premises for such Extension Term in their current "AS- IS" condition.
4. **Release.** In consideration of the Landlord's agreements herein, the Tenant hereby RELEASES the Landlord, its officers, directors, shareholders, employees and agents from any claims, damages or rights of offset that Tenant may now have which are related to the Premises and/or the Building, and/or which have arisen under or are related to the Lease, as such has been and is hereby

amended, and Tenant's tenancy.

5. Headings. The headings or captions of the section this Amendment are for convenience only and shall not act and shall not be implied to act to limit or expand the construction and intent of the contents of the respective section.

6. Binding Effect. This Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (but this reference to assigns shall not be deemed to act as a consent to any assignment by Tenant).

7. Ratification. The Lease, as amended and modified hereby, is ratified and confirmed by the parties hereto as being in full force and effect.

8. Construction. This Amendment contains the entire agreement and understanding between Landlord and Tenant concerning the subject matter hereof. There are no oral agreements between the parties concerning such subject matter. This Amendment has been drafted as a result of the joint effort of Landlord and Tenant and shall not be construed against either of the parties.

9. Broker. Tenant represents and warrants to Landlord that Tenant has not caused or incurred any claim for brokerage commissions or finder's fees to arise in connection with the execution of this Amendment.

10. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Fax and electronically transmitted signatures shall have the same force and effect as original signatures.

11. Conflicts. In the event of a conflict or inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail.

EXECUTED and effective as of the date first above written.

LANDLORD:

ERF TOWER II, INC.
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

NUECES COUNTY HOSPITAL DISTRICT.
a hospital district created pursuant to Chapter 281
of the Texas Health and Safety Code

By: _____

Name: _____

Title: _____

Date: _____