

2nd Amendment of Office Lease
(512 E. Highland Blvd – Health)

This 2nd Amendment of Office Lease (Amendment) is entered into between Landlord and Tenant.

1. Identifying Information, Definitions.

**Ordinance
Authorizing 2nd
Amendment:**

Landlord: Hackberry Investors, Ltd.

Landlord's Address: 8500 Village Drive, Suite 300, San Antonio, Texas 78217

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Leasing Manager, Center City Development Office)

Original Lease: Office Lease Agreement between Landlord and Tenant dated August 13, 2013

Original Premises: Approximately 12,251 rentable square feet (RSF) of 1st floor space of the Highland Park Building located at 512 E. Highland Blvd., San Antonio, Texas.

**Ordinance Authorizing
Original Lease:** 2013-08-01-0494

**1st Amendment
Additional Premises:** Approximately 1,662 RSF on the 2nd floor of the Highland Park Building located at 512 E. Highland Blvd., San Antonio, Texas.

**Ordinance Authorizing
1st Amendment Lease:** 2019-01-31-0101

**2nd Amendment
Additional Premises:** Approximately 8,290 RSF on the first and second floors, comprised of Suite 120 (1,745 RSF), Suite 215 (1,594 RSF), Suite 240 (3,774 RSF) and Suite 245 (1,177 RSF), in the Highland Park Building located at 512 E. Highland Blvd., San Antonio, Texas as graphically depicted in **Exhibit A-1 thru A-4**.

Leased Premises: Upon commencement of the 2nd Amendment of Office Lease, the Premises will be a total of 22,203 RSF

No. of Parking Spaces: A ratio of 5 parking spaces per 1,000 RSF or 41 additional non-reserved parking spaces for the Additional Premises at no cost.

Commencement Date: 5-year lease term commencing on the 1st of the month following the date of issuance of the landlord-obtained Certificate of Occupancy, which cannot be more than 120 days after the Binding Date or the lease for the 2nd Amendment Additional Premises may be terminated by Tenant (CoSA), the actual Commencement Date to be memorialized at the time on a Commencement Memorandum substantially in the form attached as **Exhibit B-1**.

Binding Date: This Amendment is binding on the parties on the later of
(A) The effective date of the Ordinance Authorizing Amendment; or
(B) The later of the signatures of the two parties.

Lease Term: 5 years

Building Operating Hours and Security: 7:00 a.m. to 7:00 p.m., Monday through Friday
8:00 a.m. to 1:00 p.m., Saturday

2. Defined Terms.

2.01. All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them. References to "Lease" in this Amendment of Office Lease include the Original Lease.

3. Term, Renewal & Extension, Termination.

3.01. The Lease Term is 5-years, commencing on the 1st of the month following the date of issuance of the landlord-obtained Certificate of Occupancy, which cannot be more that 120 days after the Binding Date or the lease for the 2nd Amendment and Additional Premises may be terminated by Tenant (CoSA).

3.02. Tenant shall have the option to renew and extend the term of the lease for an additional 5-year term with 180 days' written notice to landlord, for the base rental amount of \$13.25 P.S.F. for the entire five-year term, for the entire leased premises, or any one of the individual suites.

3.03. The lease may only be terminated for the non-appropriation of funds, and any of the Suites may be terminated for the non-appropriation of funds only, independently of one another. The remaining provisions of this Lease remain in full force and effect.

3.04. This section 3. supersedes Section 3. Term, Renewal & Extension, Termination of the Original Lease Agreement and Amendment of Office Lease Agreement in their entirety.

4. Rent.

Effective as of the Commencement Date, Tenant shall pay to Landlord monthly rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent, as follows:

Months	Annual Base Rent Rate RSF			Annual Operating Expense Rate RSF	Monthly Rent			Total Monthly Rent
	Original Premises (12,261 SF)	1st Amendment Additional Premises (1,662 SF)	2nd Amendment Additional Premises (8,290 SF)	Original & Additional Premises	Original Premises	Additional Premises (1st Amendment)	Additional Premises (2nd Amendment)	
1-12	\$12.85	\$14.06	\$15.14	\$6.81	\$19,050.31	\$2,762.00	\$14,472.96	\$36,275.27
13-24	\$12.85	\$14.06	\$15.14	\$5.98	\$19,223.86	\$2,775.64	\$14,590.40	\$36,589.80
25-32	\$12.85	\$14.06	\$15.14	\$6.16	\$19,407.63	\$2,800.47	\$14,714.75	\$36,922.85
33-36	\$13.05	\$13.05	\$15.14	\$6.16	\$19,611.81	\$2,660.59	\$14,714.75	\$36,987.15
37-48	\$13.05	\$13.05	\$15.14	\$6.34	\$19,795.57	\$2,685.52	\$14,839.10	\$37,320.19
49-60	\$13.05	\$13.05	\$15.14	\$6.53	\$19,988.55	\$2,711.83	\$14,970.36	\$37,670.74

Prior to the Commencement Date, Tenant shall pay to Landlord rent as provided in the 1st Amendment Lease.

5. Asbestos Survey.

At Landlord's sole cost and expense, Landlord agrees to deliver to Tenant an Asbestos Survey of the building for the Additional Premises in accordance with the City Code of the City of San Antonio, Texas. The Asbestos Survey shall be completed and a copy provided to Tenant prior to Tenant taking possession of the Additional Premises or payment of any rent, cost or expense of Tenant hereunder.

6. Improvements to Additional Premises – Landlord's Work.

6.01. The landlord, at his sole cost and expense, must complete the Landlord's Work to the Additional Premises in accordance with floor plans and pricing notes reflected in the **Exhibit A1-A4**. The owner will provide Tenant a Finish-Out Allowance not to exceed \$254,342.83 (maximum allowance) for the Landlord's Work. The final cost of Landlord's Work will be memorialized by **Exhibit C**, Initial Cost Memorandum. In the event that the landlord's cost for the Landlord's Work is less than \$254,342.83, the difference between the actual cost of Landlord's Work and the maximum allowance will be credited to the Tenant (CoSA) and taken as a rent credit in equal installments over the next three months.

6.02. Landlord must, at Landlord's sole cost and expense 1.) install HVAC filters with a minimum rating of MERV 13 and provide for the minimum supply of 20% outside air, unless 20% outside air is not achievable without the total HVAC system replacement as stated by a licensed HVAC company, in which case, Landlord must supply as close to 20% outside air as possible with the existing HVAC system, but at no time may the outside air being supplied to the Premises be less than 10%, and 2.) modify all existing toilets, urinals, and sinks with touchless fixtures and/or flush valves, and 3.) install cypher locks on the 2nd floor hallway door outside Suite 245, and on the restroom entry doors. Tenant's Finish-Out

Allowance may not be used for the expenses listed in this paragraph 6.02.

7. Amendments, Premises, Parking.

7.01. *Premises.* The Original and 1st Amendment Lease are hereby amended to add the Additional Premises of 8,290 RSF of the Highland Park Building, increasing the total leased space to 22,203 RSF.

7.02. *Parking.* The Original and 1st Amendment Lease Parking are hereby revised to provide for 41 additional non-reserved parking spaces for the Additional Premises at no cost.

8. No Default.

Neither Landlord nor Tenant is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this Amendment.

9. Same Terms and Conditions.

This Amendment is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Amendment, the Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement and represent to each other that no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion. If this Amendment conflicts with the Lease, this Amendment controls.

10. Public Information.

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

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In Witness Whereof, the parties have caused their representatives to set their hands.

Tenant

Landlord

City of San Antonio, a Texas municipal corporation

Hackberry Investors, Ltd., a Texas limited partnership by and through its General Partner,

By: _____

Partners Investors, LLC, a Texas limited liability company

Printed Name: _____

By: 

Title: _____

Date: _____

Printed Name: Charles B. Brown, Manager

Attest:

Title: Manager

City Clerk

Date: _____

Approved as to Form:

City Attorney

Exhibit A-1: Depiction of Additional Premises – Suite 120

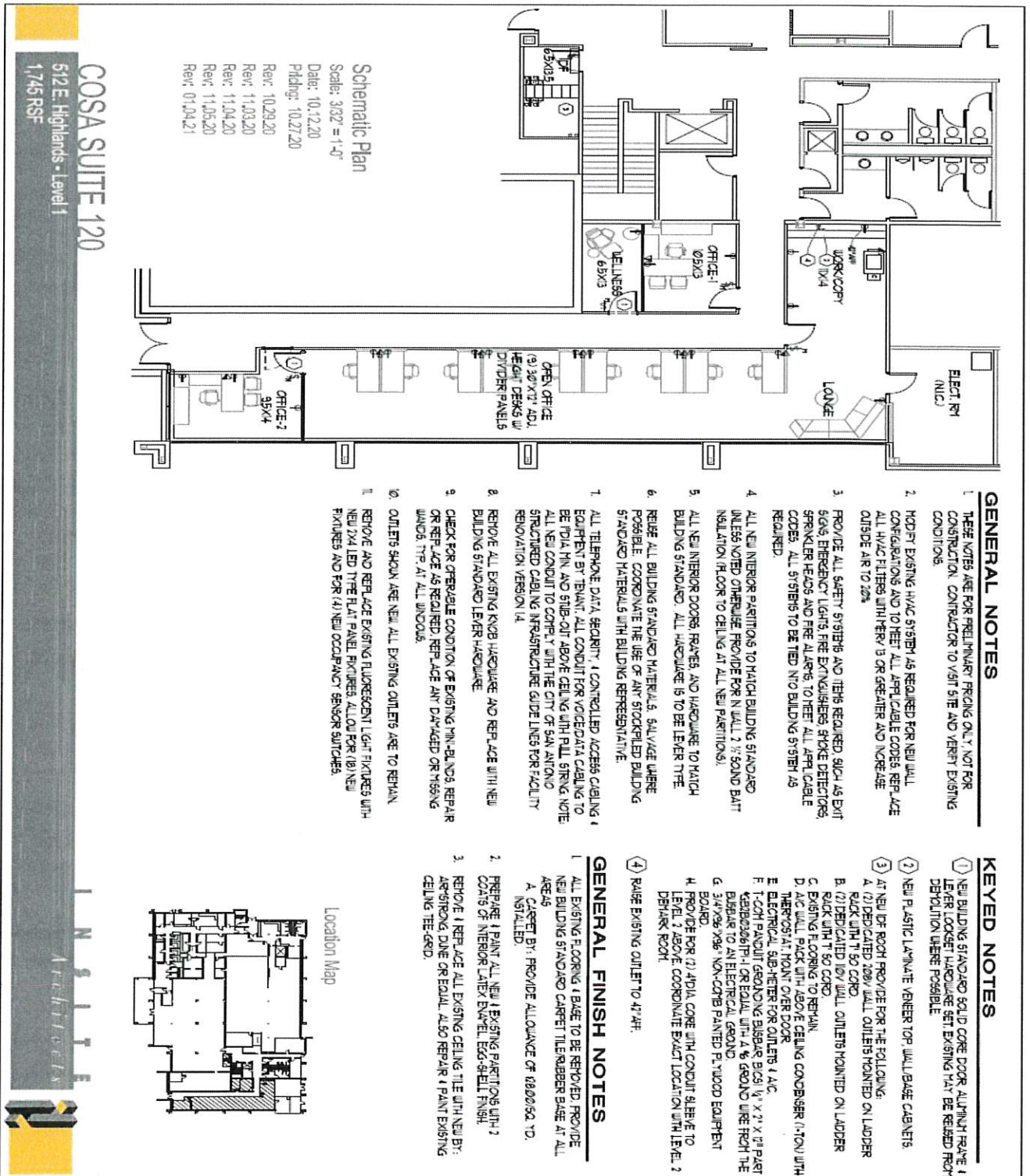
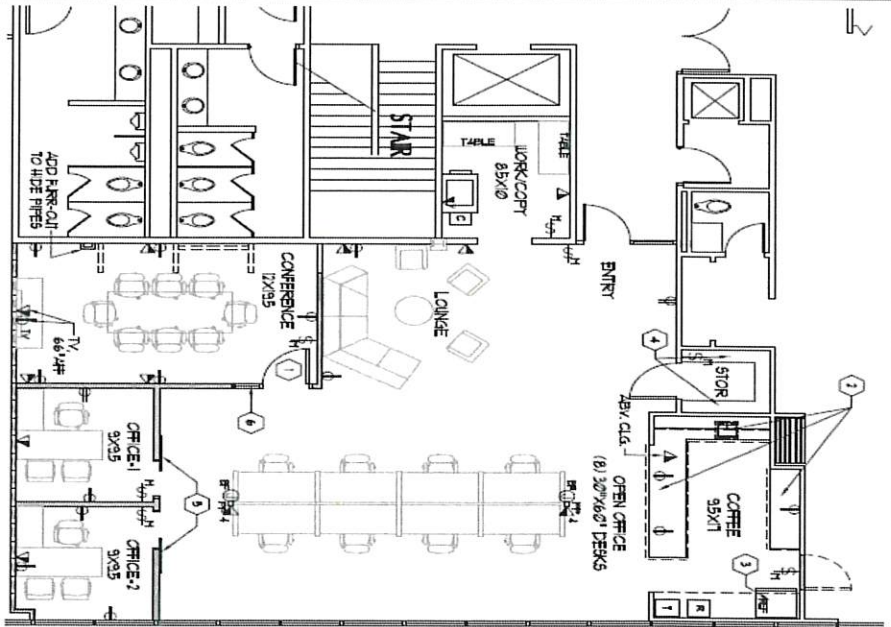


Exhibit A-2: Depiction of Additional Premises – Suite 215



Schematic Plan
 Scale: 1/8" = 1'-0"
 Date: 10.12.20
 Pricing: 10.27.20
 Rev: 11.03.20
 Rev: 11.05.20

COSA SUITE 215

512 E. Highlands - Level 2
 1,594 RSF

GENERAL NOTES

1. THESE NOTES ARE FOR THE CONTRACTOR TO VISIT SITE AND VERIFY FOR CONSTRUCTION CONTRACTOR TO VISIT SITE AND VERIFY EXISTING CONDITIONS.
2. MODIFY EXISTING HVAC SYSTEM AS REQUIRED FOR NEW WALL CONFIGURATIONS AND TO MEET ALL APPL. CABLE CODES. REPLACE ALL HVAC FILTERS WITH HEV 13 OR GREATER AND INCREASE OUTSIDE AIR TO 20%.
3. PROVIDE ALL SAFETY SYSTEMS AND ITEMS REQUIRED, SUCH AS EXIT SIGNS, EMERGENCY LIGHTS, FIRE EXTINGUISHERS, SMOKE DETECTORS, SPRINKLER HEADS AND FIRE ALARMS TO MEET ALL APPL. CABLE CODES. ALL SYSTEMS TO BE TIED INTO BUILDING SYSTEM AS REQUIRED.
4. ALL NEW INTERIOR PARTITIONS TO MATCH BUILDING STANDARD UNLESS NOTED OTHERWISE. PROVIDE FOR IN WALL 1" SOLID BATT INSULATION (FLOOR TO CEILING AT ALL NEW PARTITIONS).
5. ALL NEW INTERIOR DOORS, FINISHES AND HARDWARE TO MATCH BUILDING STANDARD. ALL HARDWARE IS TO BE LEVER TYPE.
6. REMOVE ALL BUILDING STANDARD MATERIALS. SCHEDULE WHERE POSSIBLE. COORDINATE THE USE OF ANY STOCKPILED BUILDING STANDARD MATERIALS WITH BUILDING REPRESENTATIVE.
1. ALL TELEPHONE DATA SECURITY & CONTROLLED ACCESS CABLES & EQUIPMENT BY TENANT. ALL CONDUIT FOR VOICE/DATA CABLES TO BE 1/2" DIA. MIN. AND SUB-OUT ABOVE CEILING WITH BELL STRONG. NOTE: ALL NEW CONDUIT TO COMPLY WITH THE CITY OF SAN ANTONIO STRUCTURED CABLE INFRASTRUCTURE GUIDE LINES FOR FACILITY RENOVATION VERSION 14.
2. REMOVE ALL EXISTING KNOB HARDWARE AND REPLACE WITH NEW BUILDING STANDARD LEVER HARDWARE.
3. CHECK FOR OPERABLE CONDITION OF EXISTING HALLWAYS. REPAIR OR REPLACE AS REQUIRED. REPLACE ANY DAMAGED OR MISSING HANDS TRIP AT ALL WINDOWS.
4. OUTLETS SHOWN ARE NEW. ALL EXISTING OUTLETS ARE TO REMAIN.
1. REMOVE AND REPLACE EXISTING FLOUORESCENT LIGHT FIXTURES WITH NEW 2x4 LED TRIPLE FLAT PANEL FIXTURES. ALLOW FOR (6) NEW FIXTURES AND FOR (6) NEW OCCUPANCY SENSOR SWITCHES.

KEYED NOTES

1. NEW BUILDING STANDARD SOLID CORE DOOR, ALUMINUM FRAME & LEVER HARDWARE SET. NOTE: EXISTING MAY BE REUSED FROM DEMOLITION WHERE POSSIBLE.
2. NEW PLASTIC LAMINATE VENEER TOP WALL BASE CABINETS & NEW STAINLESS STEEL ADA COMPLIANT TOP FRONT KITCHEN SINK (SINKS BY ELKAY 1420752-691) WITH OFFSET DRINK FALSET BY HOKU 14" 1955966 WITH FULL-OUT GRATER. SPOT RESISTANT STAINLESS STEEL FINISH. PROVIDE TEMPERATURE SENSOR VALVES AND ABOVE CEILING HOT WATER UNIT. ALSO PROVIDE FOR GARBAGE DISPOSAL BY BUDGER & MUNKERATOR.
3. NEW TENANT PROVIDED REFRIGERATOR. PROVIDE 1/4" COPPER WATER LINE WITH SHUT-OFF VALVE FOR OPTIONAL ICE/WATER DISPENSER.
4. PREPARE & PAINT EXISTING WOOD VENEER ADJUSTABLE SHELVES.
5. NEW SOLID CORE BUILDING BARN DOOR RAIL & STILE WITH ALUMINUM CASING FRAME.
6. 1/4"X24" THERMOSED GLASS Sidelight IN ALUMINUM FRAME TO MATCH DOOR FINISHES.

GENERAL FINISH NOTES

1. ALL EXISTING FLOORING & BASE TO BE REMOVED. PROVIDE NEW BUILDING STANDARD CARPET TILE RUBBER BASE AT ALL AREAS EXCEPT FOR COFFEE WHICH IS TO RECEIVE LVI FLOORING.
 A. CARPET BY: PROVIDE ALLOWANCE OF 18,000 SQ. TD. INSTALLED.
 B. LINENET VANT. TILE BY: PROVIDE ALLOWANCE OF 4,000 SQ. FT. INSTALLED.
2. PREPARE & PAINT ALL NEW & EXISTING PARTITIONS WITH 2 COATS OF INTERIOR LATEX ENAMEL EGGS-SHELL FINISH.
3. REMOVE & REPLACE ALL EXISTING CEILING TILE WITH NEW 2x4 LED TRIPLE FLAT PANEL FIXTURES. ALSO REPAIR & PAINT EXISTING CEILING TIE-GRID.

Location Map

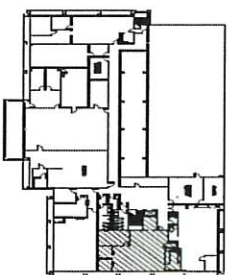


Exhibit A-3: Depiction of Additional Premises – Suite 240

Schematic Plan

Scale: 3/32" = 1'-0"

Date: 11.20.20
 Rev: 12.03.20
 Piping Rev 12.08.20
 Piping Rev 12.10.20
 Piping Rev 12.11.20
 Piping Rev 12.15.20

GENERAL NOTES

1. THESE NOTES ARE FOR PRELIMINARY PRICING ONLY. NOT FOR CONSTRUCTION. CONTRACTOR TO VISIT SITE AND VERIFY EXISTING CONDITIONS.
2. MODIFY EXISTING HVAC SYSTEM AS REQUIRED FOR NEW WALL CONFIGURATIONS AND TO MEET ALL APPLICABLE CODES. REPLACE ALL HVAC FILTERS WITH MERV 13 OR GREATER AND INCREASE OUTSIDE AIR TO 20%.
3. PROVIDE ALL SAFETY STRIPS AND TRIMS REQUIRED, SUCH AS EXIT SIGNS, EMERGENCY LIGHTS, FIRE EXTINGUISHERS, SMOKE DETECTORS, BREAKER HEADS AND FIRE ALARMS TO MEET ALL APPLICABLE CODES. ALL SYSTEMS TO BE TIED INTO BUILDING SYSTEM AS REQUIRED.
4. ALL NEW INTERIOR PARTITIONS TO MATCH BUILDING STANDARD UNLESS NOTED OTHERWISE. PROVIDE FOR IN WALL 2" SOUND BATT INSULATION FLOOR TO CEILING AT ALL NEW PARTITIONS.
5. ALL NEW INTERIOR DOORS, FRAMES AND HARDWARE TO MATCH BUILDING STANDARD. ALL HARDWARE IS TO BE LEVER TYPE.
6. REMOVE ALL BUILDING STANDARD MATERIALS. SALVAGE WHERE POSSIBLE. CONSIDER THE USE OF ANY STOCKPILED BUILDING STANDARD MATERIALS WITH BUILDING REPRESENTATIVE.
7. ALL TELEPHONE DATA SECURITY, CONTROLLED ACCESS CABLES, EQUIPMENT BY TARRANT ALL CONSULT FOR VOICEDATA CABLES TO BE TDA FIN AND SUB-CUT ABOVE CEILING WITH PULL STRING. NOTE: ALL NEW CONSULT TO CONFIRM WITH THE CITY OF SAN ANTONIO STRUCTURED CABLEING INFRASTRUCTURE GUIDE LINES FOR FACILITY RENOVATION VERSION 14.
8. REMOVE ALL EXISTING KNOB HARDWARE AND REPLACE WITH NEW BUILDING STANDARD LEVER HARDWARE.
9. CHECK FOR OPERABLE CONDITION OF EXISTING MIN-BLINDS. REPAIR OR REPLACE AS REQUIRED. REPLACE ANY DAMAGED OR MISSING WINDS TRP. AT ALL WINDOWS.
10. OUTLETS SHOWN ARE NEW. ALL EXISTING OUTLETS ARE TO REMAIN.
11. REMOVE AND REPLACE EXISTING FLUORESCENT LIGHT FIXTURES WITH NEW T4 LED TYPE PLANT PANEL FIXTURES ALLOW FOR (31) NEW FIXTURES AND FOR (18) NEW OCCUPANCY SENSOR SWITCHES.

Location Map

GENERAL FINISH NOTES

1. ALL EXISTING FLOORING TO BE REMOVED. PROVIDE NEW BUILDING STANDARD CARPET TILE RUBBER BASE AT ALL AREAS EXCEPT FOR RECEPTION COFFEE KIOSK CONSULTING INCENTIVE STORAGE ROOMS WHICH ARE TO RECEIVE LVT FLOORING.
- A. CARPET BY: PROVIDE ALLOWANCE OF \$8200/50 YD. INSTALLED.
- B. LINENTRY VANT. TILE BY: PROVIDE ALLOWANCE OF \$420/50 FT. INSTALLED.
2. PREPARE & PAINT ALL NEW INTERIOR PARTITIONS WITH 2 COATS OF INTERIOR LATEX EMULSION EGGSHELL FINISH.
3. REMOVE & REPLACE ALL EXISTING CEILING TILE WITH NEW BY: AEROSOUND DUNE OR EQUAL. ALSO REPAIR & PAINT EXISTING CEILING TEE-BARD.

KEYED NOTES

1. NEW BUILDING STANDARD SOLID CORE DOOR (36 WIDE) ALUMINUM FRAME & LEVER HARDWARE SET.
2. NEW PLASTIC LAMINATE VENEER TOP WALL BASE CABINETS & NEW STAINLESS STEEL ADA COMPLIANT TOP HOUNT KITCHEN SINK (SINKLET) BY ELKAY & ADA 57-45-1 WITH OFFSET DRAIN FLAZET BY TIGER. TIGER 754819955 TOPPLESS BATTERY POWERED WITH PULL-OUT SPRAWLER. SPOT RESISTANT STAINLESS STEEL FINISH. PROVIDE THERMAL INSULATOR VALVES AND ABOVE CEILING HOT WATER UNIT.
3. NEW TENANT PROVIDED REFRIGERATOR.
4. NEW HEAVY DUTY FIXED SHELVING 5-ROUND 24" DEEP PAINTED FLOORWOOD WITH 24" WALL CLEANS & VERTICAL SUPPORTS AT 36" OC.
5. REMOVE/REPLACE EXISTING 36 WIDE DOOR FRAME & WINDOW UNIT. NEW DOOR & FRAME TO BE 36 WIDE. FILL WITH PAINTED GAB PARTITION WHEN WINDOW REMOVED.
6. BATHIGH MODULAR PANEL WORKSTATIONS (12) FINISH/RE VENDOR TO CONFIRM IF NEW IN-WALL ELECTRICAL DATA CONSULT CAN BE INSTALLED TO SERVE WORKSTATIONS AT OPEN OFFICE SIDE OF PARTITION.
7. REMOVE & REPLACE EXISTING WALL DOOR & FRAME WITH NEW 36 WIDE BUILDING STANDARD DOOR & FRAME. PROVIDE FOR MECHANICAL COMBINATION LEVER LOCKSET WITH KEY OVERRIDE.
8. NEW 3'-0" W X 8'-0" H GAB ARCHED OPENING.
9. PROVIDE FOR STORAGEBORN TRIMMED LOCKSET AND DOOR CLOSER.
10. CEILING MOUNTED LIGHT POINT BY COSA.
11. AT COMMON AREAS (3) REFER TO LOCATION MAP AT STAIRWELL DOOR PENS & UP/DOWN RESTROOM DOOR. PROVIDE FOR MECHANICAL COMBINATION LOCKSET WITH KEY OVERRIDE.

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Schematic Plan

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7. ALL TELEPHONE DATA SECURITY, CONTROLLED ACCESS CABLES, EQUIPMENT BY TARRANT ALL CONSULT FOR VOICEDATA CABLES TO BE TDA FIN AND SUB-CUT ABOVE CEILING WITH PULL STRING. NOTE: ALL NEW CONSULT TO CONFIRM WITH THE CITY OF SAN ANTONIO STRUCTURED CABLEING INFRASTRUCTURE GUIDE LINES FOR FACILITY RENOVATION VERSION 14.
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COSA SUITE 240
 512 E. Highlands - Level 2
 3,774 RSF

I N Q I T E
 Architects

Exhibit A-4: Depiction of Additional Premises – Suite 245

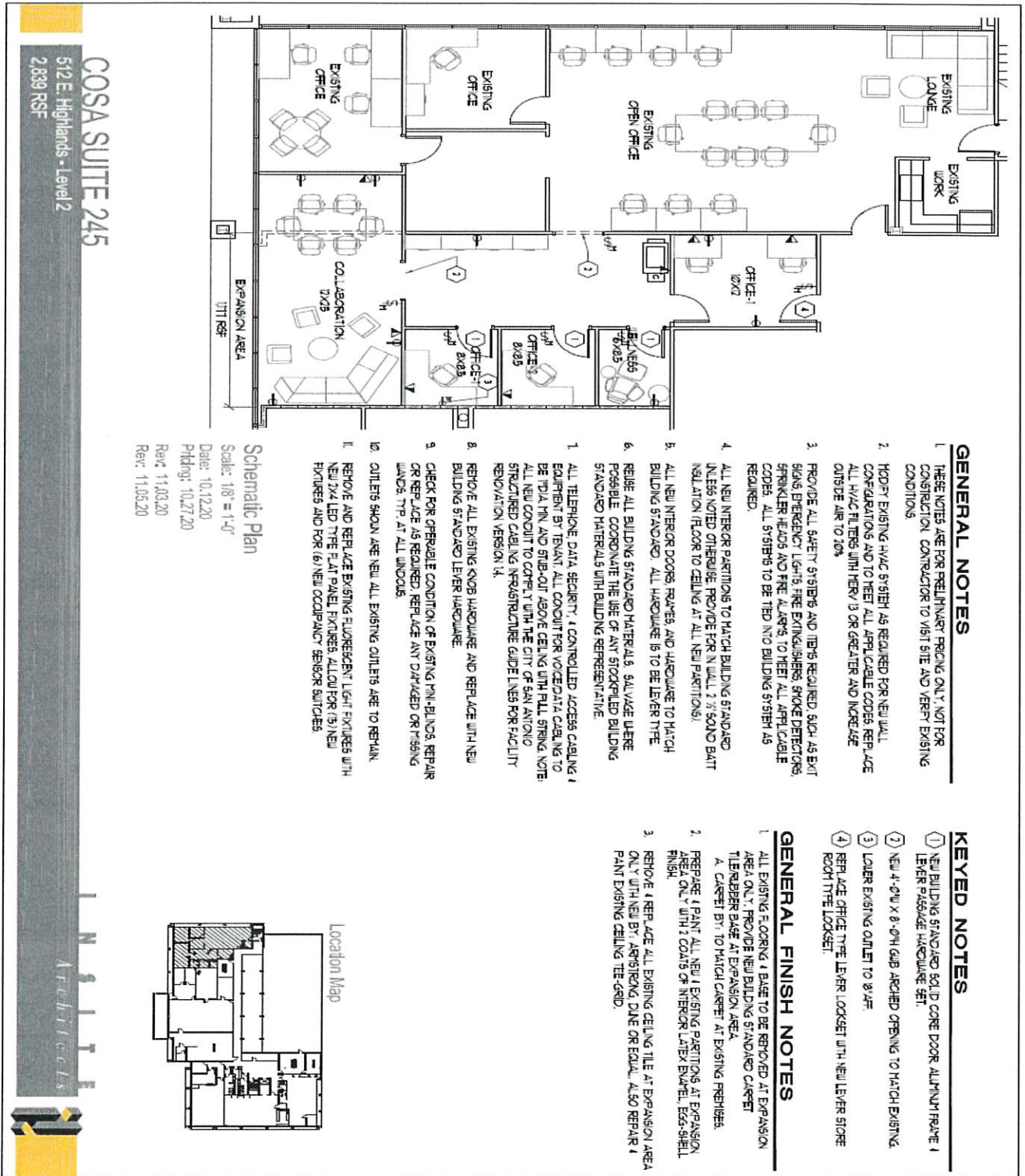


Exhibit B: Commencement Memorandum

Landlord: **Hackberry Investors, Ltd.**, a Texas limited partnership by and through its General Partner, **Partners Investors, LLC**, a Texas limited liability company

Tenant: **City of San Antonio**, a Texas municipal corporation

Lease: Office Lease Agreement, as amended, between Landlord and Tenant dated August 13, 2013, pertaining to approximately 12,251 RSF of 1st floor space of the Highland Park Building located at 512 E. Highland Blvd., San Antonio, Texas.

Authorizing Ordinance: 2013-08-01-0494

1st Amendment Additional Premises: Approximately 1,662 RSF on the 2nd floor of the Highland Park Building located at 512 E. Highland Blvd., San Antonio, Texas.

Ordinance Authorizing 1st Amendment: 2019-01-31-0101

2nd Amendment Additional Premises: Approximately 8,290 RSF of the Highland Park Building located at 512 E. Highland Blvd., San Antonio, Texas as graphically depicted in **Exhibit A-1 thru A-4**.

Ordinance Authorizing 2nd Amendment:

Predicate Facts:

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance and amended by the Ordinance Authorizing Amendment.

Landlord and Tenant are parties to the 1st Amendment of Lease, which was authorized by the Authorizing Ordinance and amended by the Ordinance Authorizing Amendment.

For their mutual benefit, the parties now wish to memorialize the actual Commencement Date of the Lease's Term.

Rights and Obligations:

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms.

All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

2. Commencement Date.

The 2nd Amendment of Office Lease term commences: _____

3. Term.

The Term for the Premises, as those terms are defined in the 2nd Amendment of Office Lease is from _____ to _____

4. Conflict of Terms.

This instrument controls over anything to the contrary in the Lease.

In Witness Whereof, the parties have caused their representatives to set their hands.

Tenant

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Landlord

Hackberry Investors, Ltd., a Texas limited partnership by and through its General Partner,

Partners Investors, LLC, a Texas limited liability company

By: _____

Printed Name: Charles B. Brown

Title: Manager

Date: _____

Exhibit C: Initial Cost Memorandum

Landlord: **Hackberry Investors, Ltd.**, a Texas limited partnership by and through its General Partner,
Partners Investors, LLC, a Texas limited liability company

Tenant: City of San Antonio

Lease: The original Lease Agreement, the 1st Amendment and the 2nd Amendment of Office Lease dated _____, 2021 between Landlord and Tenant, pertaining to approximately 22,203 RSF of the Highland Park Building located at 512 E. Highland Blvd., San Antonio, Texas and authorized by the Ordinance Authorizing 2nd Amendment of Office Lease.

Authorizing Ordinance:

Predicate Facts:

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance.

For their mutual benefit, the parties now wish to memorialize the actual costs of the Landlord's Work.

Rights and Obligations:

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms.

All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

2. Landlord's Cost for Landlord's Work.

Landlord's total cost for Landlord's Work under the 2nd Amendment of Office Lease is:

_____.

3. No Default.

Landlord and Tenant represent to each other that:

- a. The Lease is in full force and effect according to its terms.
- b. Neither party is in default under the Lease.
- c. Neither party has any offset or claim against the other that would reduce or impair its obligations under the Lease.

4. Conflict of Terms.

This instrument controls over anything to the contrary in the Lease.

In Witness Whereof, the parties have caused their representatives to set their hands.

Tenant	Landlord
<p>City of San Antonio, a Texas municipal corporation</p>	<p>Hackberry Investors, Ltd., a Texas limited partnership by and through its General Partner,</p>
<p>By: _____</p>	<p>Partners Investors, LLC, a Texas limited liability company</p>
<p>Printed Name: _____</p>	<p>By: _____</p>
<p>Title: _____</p>	<p>Printed Name: <u>Charles B. Brown</u></p>
<p>Date: _____</p>	<p>Title: <u>Manager</u></p>
<p>Attest:</p> <p>_____</p> <p>City Clerk</p>	<p>Date: _____</p>

Approved as to Form:

City Attorney