

Fourth Amendment of Lease Agreement

(215 S. San Saba/SAFD)

1. Identifying Information.

Ordinance Authorizing

Fourth Amendment:

Landlord: San Saba Opportunity Fund, LP, as successor-in-interest to Burkhart, Shannon and Holmes, a Texas general partnership, d/b/a Washington Place

Landlord's Address for Notices and Payment of Rent: San Saba Opportunity Fund, LP
c/o The Place Commercial Real Estate
215 S. San Saba Street, Suite 120,
San Antonio, TX 78207

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, Center City Development & Operations Department)

Premises: Being (12,417) square feet in total, and comprised of (795) square feet in Suite 112, (5,594) square feet in Suite 111, (2,415) square feet in Suite 107, and (3,613) square feet in Suite 107A, on the first floor of a building located at 215 S. San Saba, San Antonio, Bexar County, Texas 78207 (hereinafter referred to as "the Building") as depicted on **Exhibit A**, which is incorporated by reference for all purposes as if fully set forth.

Ordinance Authorizing

Original Lease: 2010-09-09-0782

Ordinance Authorizing First

Renewal and Amendment: 2015-09-17-0800

Ordinance Authorizing

Second Amendment and

Extension: 2017-08-31-0604

Ordinance Authorizing

Third Amendment: 2018-06-21-0477

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Original Lease, or any previous amendment to it, have the meanings previously ascribed to them.

3. Amendment.

3.01. The Original Lease, as amended by the First Renewal and Amendment of Lease, Second Amendment and Extension of Lease and the Third Amendment of Lease Agreement (collectively, the “Lease”), is hereby amended.

3.02. Additional Premises. The Premises shall be amended to include an additional 1,674 square feet in the area commonly referred to as Suite 114 (“Additional Premises”), as depicted on **Exhibit A** to this Fourth Amendment. This addition square footage shall bring the total square footage of the Premises to 14,091 square feet, more or less, in the Building.

a) Rent, Rent Commencement for Premises.

Period	Additional Premises Monthly Base Rent	Existing Space Monthly Base Rent	Total Monthly Base Rent
2-1-2021 thru 4-30-2021	\$2,092.50	\$20,381.48	\$22,473.98
5-1-2021 thru 4-30-2022	\$2,145.51	\$20,753.99	\$22,899.50
5-1-2022 thru 4-30-2023	\$2,198.52	\$21,136.84	\$23,335.36

Rent commencement date in accordance with the above-reference base-rent schedule for the revised Premises shall be February 1, 2021.

b) Tenant’s Pro Rata Share. Tenant’s amended pro-rata share is 57.99%.

3.03. Parking Spaces. Notwithstanding anything set forth in the Lease, any and all references to Tenant’s rights to parking as described in the Lease are hereby amended by deleting the same in its entirety and replacing it in its entirety as follows:

- a) From Monday through Friday, thirty-eight (38) parking spaces shall be available to Tenant from 6:30 AM through 5:30 PM. As depicted in **Exhibit B**. Of those thirty-eight (38) parking spaces, ten (10) parking spaces can be used Monday through Thursday from 5:30 PM through 12:00 AM midnight.
- b) On Fridays, four (4) parking spaces shall be provided by Landlord from 5:30 PM – 12:00 AM midnight.

- c) On Saturdays and Sundays, Tenant shall be provided by Landlord four (4) 24 hour, parking spaces, to include Saturdays and Sundays that fall on City designated Holidays.
 - d) Landlord to control the parking lot on nights, weekends and City designated Holidays. No overnight storage of vehicles unless approved by Landlord.
 - i) Landlord is hereby pre-approving up to four (4) overnight parking spaces, 7 days a week for City- owned/marked San Antonio Fire Department vehicles.
- 3.04. Landlord Maintenance and Improvements.

- a) HVAC Systems.
 - i. Landlord shall ensure that HVAC systems provided a minimum of 20% outside air; and
 - ii. the HVAC filters must be MERV 13 or higher and replaced quarterly each year.
- b) Landlord shall complete the following improvements to Suite 114, at its sole cost and expense no later than February 1, 2021:
 - i. paint and patch all walls in one color to be chosen by Tenant;
 - ii. clean carpets;
 - iii. replace stained ceiling tile;
 - iv. cause the front glass door to become opaque either by frosting or applied film;
 - v. replace door hardware on two interior doors; and
 - vi. secure necessary permits and provide Tenant with an updated Certificate of Occupancy.
- c) Landlord, at its sole cost and expense, has provided Tenant an Asbestos Survey titled “Bulk Asbestos Containing Materials (ACM) Inspection Report”, for the Additional Premises prepared by InControl Technologies dated October 27, 2020 in accordance with the Original Lease agreement.

3.05. Tenant’s Early Termination Right. Notwithstanding anything set forth in the Lease to the contrary, the Lease is hereby amended as follows:

- a) Section 8. Tenant’s Early Termination Right, of the First Renewal and Amendment of Lease Agreement has expired and is deleted in it’s entirety.
- b) Section 8. Tenant’s Early Termination Right, of the Second Amendment and Extension of Lease Agreement is deleted in it’s entirety.

4. 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 and extension.

5. Same Terms and Conditions.

This Fourth Amendment is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Fourth Amendment, the Lease, as amended, remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement. 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.

6. Public Information.

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.

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

City of San Antonio, a Texas municipal corporation

San Saba Opportunity Fund, LP, a Texas limited partnership

By: _____

By: Limestone Commercial, L.L.C., a Texas limited liability company, its General Partner

Printed Name: _____

By: 
David K. Darr, Managing Member

Title: _____

Date: _____

Date: 11/17/2020

Attest:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A- Description of Premises

COSA – SAFD Suites: 107, 107A, 111, 112 and 114 = 14,091 SF



