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# 1st Amendment to Lease Agreement

(Riverview Towers/COSA Finance Lease)

This 1<sup>st</sup> Amendment to Lease Agreement is entered into between Landlord (identified below) and the City of San Antonio, a Texas municipal corporation (Tenant), pursuant to the Authorizing Ordinance.

## 1. Identifying Information.

### Authorizing Ordinance:

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**Landlord:** Riverview Tower Partners, Ltd.

**Landlord's Address:** 111 Soledad, San Antonio, Texas 78205

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**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Director, Building and Equipment Services)

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**Lease:** Office Lease (Riverview Tower/Finance Department) between Landlord and Tenant, relating to approximately 23,900 rentable square feet, consisting of all of the fourth and fifth floors, authorized by the Ordinance Authorizing Lease B. Exhibit B to Lease B restated the area of the Premises as 29,848.

**Ordinance Authorizing Original Lease:** 2006-11-30-1349

**1<sup>st</sup> Extension:** 2012 Combined Agreement Relating to Existing Leases (Riverview Towers/COSA) relating to four leases between Landlord and Tenant for space in the Riverview Towers office building located at 111 Soledad, San Antonio, Texas 78205 and authorized by the Ordinance Authorizing 1<sup>st</sup> Extension.

**Ordinance Authorizing 1<sup>st</sup> Extension:** 2013-02-21-0126

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**Commencement Date:** The commencement date is upon the later of A.) The first of the month of the first full month after the Premises are move-in ready, as defined in Article 2, or, B.) Tenants actual date of occupancy of the Premises, which shall not be later than 30-days after the issuance of the Certificate of Occupancy. The actual date to be memorialized at the time on a Lease Commencement Memorandum.

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substantially in the form attached as **Exhibit A**.

## **2. Defined Terms.**

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to "Lease" in this amendment include both the original Lease and all previous amendments to it. "Move-in ready" means that a Landlord obtained certificate of occupancy has been issued for the New Premises and the New Premises are finished-out according to the requirements of this 1<sup>st</sup> Amendment to Lease Agreement, except for minor items such as are routinely corrected with a punch list.

## **3. Space for City Print Shop.**

The Premises are expanded to include the approximately 2,360 rentable square feet of space known as Suite 150 as depicted on **Exhibit B** ("New Premises"). The Permitted Use under the Lease is expanded to include print-shop-related operations. Along with the New Premises, Landlord will provide Tenant with an additional three parking spaces at the Rand Garage.

## **4. Term, Extension, Early Termination.**

4.01. The lease term pertinent to the space added by this amendment is five years from the Commencement Date ("New Premises Term").

4.02. If the Lease is not extended beyond the New Premises Term, for the original Premises, the Lease nevertheless continues as to the New Premises for the full term stated in this section. If the Lease is extended beyond the New Premises Term, then the term for the New Premises becomes coterminous with the term for the original Premises, unless otherwise stated in the document extending the term of the Lease.

4.03. Tenant may terminate this Lease as to the New Premises as of May 31, 2016 by (a) delivering 180-days prior written notice and (b) paying Landlord compensation for the unamortized portion of the finish-out expense for the New Premises ("Early Termination Fee"). The Early Termination Fee consists of (a) a \$4,300 payment plus (b) an additional payment consisting of the unamortized portion of Landlord's finish-out expense, calculated on a 60-month amortization at 7% per annum. The total amount of Landlord's finish-out expense will be, when known, acknowledged by both parties substantially in the form of the Initial Cost Memorandum attached as **Exhibit C**.

## **5. New Premises Rent.**

5.01. Monthly Base Rent for years one-through three of the New Premises Term is \$3,343.33, monthly Base Rent for the years four and five of the New Premises Term is \$3,540.00. If the Lease is extended past the expiration of the New Premises Term, Base Rent will be as stated in the document evidencing the extension.

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5.02. In addition to Base Rent Tenant must pay Landlord \$90 monthly for each of the new parking spaces and must pay Tenant's Pro-Rata Share of Operating Expense as provided in the Lease, except that the base-year for the New Premises is the expense level actually realized by Landlord in calendar year 2014.

## **6. Landlord's Work.**

6.01. Landlord at his sole cost and expense, may spend up to \$83,341.00 in finishing out the New Premises to make them suitable for Tenant's use. The parties will, when known, memorialize the amount actually spent by Landlord out-of-pocket for third-party costs in a document substantially in the form of the Initial Cost Memorandum shown on **Exhibit C**. The amount on the Initial Cost Memorandum may not exceed \$83,341.00.

6.02. Landlord's work consists of finishing out the New Premises so that they are in the configuration and with the details shown on Exhibit A. In accomplishing that work, Landlord must conform to the requirements of **Exhibit D** to include all work reflected on the final, tenant-approved forthcoming Construction Drawings which will become a part of Exhibit D upon the issuance of the Landlord obtained Building Permit.

## **7. Exhibits.**

All exhibits to this Agreement are incorporated into it for all purposes as if fully set forth.

## **8. Appropriations.**

All obligations of the City of San Antonio under this instrument are funded subject to the discretion of City Council. If the City Council fails to appropriate money for any obligation under this agreement, the City may terminate this agreement and have no further liability.

## **9. 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 the date of Landlord's signature on this amendment.

## **10. Same Terms and Conditions.**

This amendment is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended. The parties acknowledge that, except as expressly set forth in this amendment, the Lease as previously amended remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Landlord and Tenant are bound thereby. Neither party is in default under the Lease as amended. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

**11. 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.

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

**Tenant**

**Landlord**

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

**Riverview Tower Partners, Ltd.**

Signature: \_\_\_\_\_

Signature: Charles Brown

Printed Name: \_\_\_\_\_

Printed Name: Charles Brown

Title: \_\_\_\_\_

Title: Manager

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

Date: 11/7/13

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

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**Exhibit A**

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**Lease Commencement Memorandum**

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**Landlord:**

**Tenant:**

**Lease:**

**Authorizing Ordinance:**

*Predicate Facts:*

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

The Lease Term is to commence upon the later of A.) The first of the month of the first full month after the Premises are move-in ready, as defined in Article 2, or, B.) Tenants actual date of occupancy of the Premises, which shall not be later than 30-days after the issuance of the Certificate of Occupancy.

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. Lease Commencement Date.**

The Lease Term commences \_\_\_\_\_.

**3. No Default.**

As a part of the inducement to Landlord to execute and deliver this consent, Assignor represents to Landlord and Assignee that:

- a. The Lease is in full force and effect according to its terms.
- b. Neither party is in default under the Lease.

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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:**

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

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

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Landlord:**

**Riverview Tower Partners, Ltd.**

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

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attest:**

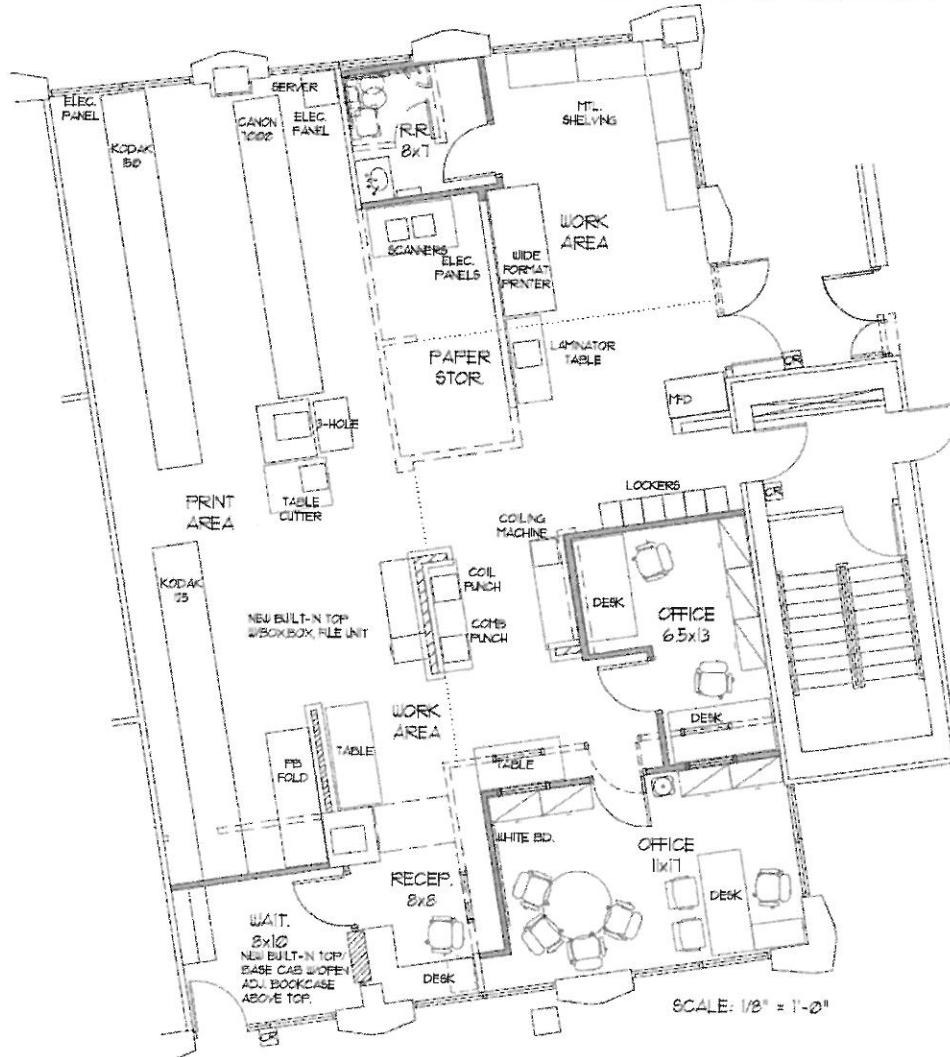
\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

Exhibit B

New Premises



LOCATION MAP - LEVEL 1 (N.T.S.)



**COSA PRINT SHOP-SUITE 150**

RIVERVIEW TOWERS - LEVEL 1

2,360 RGF

**I N S I T E**  
A r c h i t e c t s  
I n c .



1 6 3 3  
BROADWAY  
DALLAS, TEXAS  
7 5 2 1 8

210 256 4195

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**Exhibit C**

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**Initial Cost Memorandum**

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**Landlord:**

**Tenant:**

**Lease:**

**Authorizing Ordinance:**

*Predicate Facts:*

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

The leasing commission and tenant improvement costs are relevant to the parties' rights and obligations under the Lease.

For their mutual benefit, the parties now wish to memorialize the actual costs.

*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. Tenant Improvements.**

Landlord's total costs, not to exceed \$83,341.00, for tenant improvements under the Lease are:

\_\_\_\_\_.

**3. No Default.**

As a part of the inducement to Landlord to execute and deliver this consent, Assignor represents to Landlord and Assignee 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.



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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

**Riverview Tower Partners, Ltd.**

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

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

Printed  
Name: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

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## **Exhibit D**

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### **Landlord's Work & Construction Drawings**

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Landlord will deliver, at Landlord's sole cost and expense, the Leased Premises in accordance with **Exhibit B**, this **Exhibit D** and the forthcoming Tenant approved Construction Drawings that will be added to this **Exhibit D** upon the issuance of the Landlord obtained Building Permit.

#### **GENERAL CONDITIONS:**

1. These notes are for preliminary pricing only and 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.
3. Provide all safety systems and items required, such as exit signs, emergency lights, fire extinguishers, smoke detectors, and fire alarms, to meet all applicable codes. All systems to be tied into building system as required.
4. All interior partitions to match building standard unless noted otherwise. Provide for in-wall 2 ½" sound batt insulation floor to ceiling at all new partitions.
5. All new interior doors, frames, and hardware to match existing building standard unless noted otherwise. All hardware is to be lever type.
6. Ceiling grid and tile is to remain. Replace any damaged or discolored tile.
7. Provide all electrical/power requirements as needed to accommodate the equipment needs of the Tenant for use of the space as a Print Shop.

#### **ALLOW FOR:**

- 9 Duplex wall outlets (standard)
- 2 Dedicated duplex wall outlets (20 amp)
- 10 Voice/Data wall outlets
- 2 Relocated ceiling fans
- 6 Relocated 2x4 light fixtures
- 5 Dual light switches
- 2 Data outlets, ceiling mounted
- 2 J-boxes for wall mounted card readers

#### **GENERAL FINISH NOTES:**

1. Provide and install new Vinyl Composition Tile and rubber base in all rooms.  
  
VCT allowance to \$2.50 per S.F. installed. (remove existing rubber base, VCT and tile pavers).

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2. All partitions to be painted with 2 coats of interior latex enamel, egg shell finish.

**KEYED NOTES:**

1. At restroom, provide for the following items:
  - A. Wall mounted lavatory sink with lever type faucet.
  - B. ADA height tank type water closet with left side trip lever.
  - C. 24"x36" framed mirror.
  - D. 36"x54" continuous aluminum grab bar.
  - E. Paper towel dispenser with waste receptacle.
  - F. 2 roll toilet paper dispenser.
2. Remove all existing tile pavers (approx 750 sf) and prep floor for new VCT flooring.
3. Remove/replace existing plastic laminate tops and transaction tops with new, color to be selected.
4. New location of existing windows (2).
5. New plastic laminate top with end panel and (1) plastic laminate veneer box/box/file drawer unit.
6. New plastic laminate top with base cabinet below and open bookcase unit above top with 5 adjustable shelves.
7. New plastic laminate transaction top, 8" deep x 36" wide, mounted at 36" aff.
8. Modify existing storefront as required to provide new paired glass/aluminum doors.
9. Modify/remove existing stone/brick wall (approx. 24" wide x 72" high) as required to accommodate new paired wood/gate.
10. ¾"x48"x96" non-comb. and painted plywood equipment board (location to be determined)