

3rd Renewal of Lease Agreement

(Sushi Zushi)

This 3rd Renewal of Lease Agreement is between Tenant and the City of San Antonio (“Landlord”), pursuant to the Ordinance Authorizing 3rd Renewal.

1. Identifying Information.

Ordinance Authorizing 3rd Renewal:

Tenant: Sushi Zushi of Downtown, LLC

Tenant’s Address: International Center Building, 203 S. St. Mary’s Street, Suite 170, San Antonio, Texas 78205

Lease: Lease Agreement—Retail Space (International Center—Sushi Zushi of Downtown, LLC) pertaining to 2,000 square feet of gross leaseable floor area and additional sidewalk space at the International Center, 203 S. St. Mary’s St., San Antonio, Bexar County, Texas

Ordinance Authorizing Original Lease: 95656, April 25, 2002

Ordinance Authorizing 1st Renewal: 2007-09-20-1004

Ordinance Authorizing 2nd Renewal: 2012-12-06-0925

Beginning of Renewal Term: October 1, 2017

Expiration of Renewal Term: September 30, 2022

2. Defined Terms.

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.

3. Renewal.

The term of the lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term. Tenant may renew this Lease for one additional 5-year term (the Optional Renewal Term) by giving Landlord 180-days’ prior written notice before the expiration of the previous term. Rent under the Renewal Term and Optional Renewal Term shall be as described in Section 4. If Tenant chooses not to enter into an agreement for the Optional

Renewal Term, then Tenant must vacate the Premises no later than the Expiration of Renewal Term.

4. Rent.

Rent during the Renewal Term shall be as follows:

| Year | Rate per S.F. | Monthly Rent | Annual Rent |
|--------|---------------|--------------|-------------|
| Year 1 | \$29.44 | \$4,906.67 | \$58,880.04 |
| Year 2 | \$29.88 | \$4,980.00 | \$59,760.00 |
| Year 3 | \$30.33 | \$5,055.00 | \$60,660.00 |
| Year 4 | \$30.78 | \$5,130.00 | \$61,560.00 |
| Year 5 | \$31.24 | \$5,206.67 | \$62,480.04 |

Rent during the Optional Renewal Term shall be as follows:

| Year | Rate per S.F. | Monthly Rent | Annual Rent |
|--------|---------------|--------------|-------------|
| Year 1 | \$31.71 | \$5,285.00 | \$63,420.00 |
| Year 2 | \$32.19 | \$5,365.00 | \$64,380.00 |
| Year 3 | \$32.67 | \$5,445.00 | \$65,340.00 |
| Year 4 | \$33.16 | \$5,526.67 | \$66,320.04 |
| Year 5 | \$33.66 | \$5,610.00 | \$67,320.00 |

5. Grease Trap System Maintenance.

Tenant, at Tenant's sole cost and expense, must facilitate the pumping, skimming and maintenance of the grease trap system (hereinafter, grease trap maintenance) that services the Leased Premises, at intervals of not less than every sixty (60) days, and must complete the first grease trap maintenance no later than October 31, 2017. Tenant must provide Landlord copies of the itemized grease trap maintenance service invoices that are provided to Tenant by the company/companies that performed the grease trap maintenance, not less than every sixty (60) days, as proof that the required grease trap maintenance has been timely completed. In the event that Tenant does not provide Landlord the aforementioned grease trap maintenance service invoices at the required intervals, then Tenant is solely responsible for all costs associated with the replacement of the grease trap pump and/or all other components needed to repair the grease trap system to a fully operational condition. At the time of a partial or total failure of the grease trap system, or any of its components, if the required grease trap maintenance service invoices have not timely been provided to Landlord by Tenant, then Tenant, at Tenant's sole cost and expense, must restore the grease trap system to its fully operational condition no later than twenty four (24) hours after the grease trap system or component failure has been identified by the grease trap maintenance service company that diagnosed the problem with or failure of any component of the grease trap system. In the event Tenant fails to restore the grease trap to working order within said 24 hours period, then Landlord at its option can make the repairs itself and charge Tenant as rent the costs incurred to repair the grease trap including a 25% premium to cover Landlord's fixed costs for administration of the repair. Tenant's failure to reimburse

Landlord's costs, including the 25% premium, within 30 days of receipt of Landlord's invoice will be considered default as provided in the Lease for events of default pertaining to payment of rent. Tenant must inform Landlord immediately of all grease trap system failures or problems of any kind, by contacting the Landlord by phone and email correspondence.

6. 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 renewal.

7. Same Terms and Conditions.

This renewal instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal, 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. 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.

8. Conflicts Between Numbers Stated Multiple Ways.

Whenever there is a conflict between numbers stated more than one way, either by using both words and numerals or by stating a fixed amount and a calculation, the highest number controls.

9. Public Information.

Tenant 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.

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


Landlord

Tenant

City of San Antonio, a Texas municipal corporation

Sushi Zushi of Downtown, LLC, a Texas limited liability corporation

By: _____

By:  _____

Printed Name: _____

Printed Name: Alfonso Tomita

Title: _____

Title: Managing Member

Date: _____

Date: 8-10-2017

Attest:

City Clerk

Approved as to Form:

City Attorney