

**2nd Amendment of 2012 Combined Agreement Relating to Existing Leases
for the 6th Renewal and Amendment of Lease A
(Riverview Towers/COSA/ITSD/Planning)**

This instrument is entered into between Landlord and Tenant, pursuant to the Ordinance Authorizing the 2nd Amendment of the 2012 Combined Agreement Relating to Existing Leases (2012 Combined Agreement) for the 6th Renewal and Amendment of Lease A.

1. Identifying Information.

**Ordinance Authorizing
2nd Amendment of 2012
Combined Agreement:**

Landlord: Riverview Tower Partners, Ltd.

Landlord's Address: 111 Soledad, San Antonio

Tenant: City of San Antonio

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

Premises – Lease A: 2012 Combined Agreement between Landlord and
Tenant relating to approximately 21,502 square feet,
consisting of the 14,928 square feet on the 7th floor and
6,574 square feet on the 9th floor, at 111 Soledad, San
Antonio, Texas 78205.

**Ordinance Authorizing
2012 Combined
Agreement:** 2013-02-21-0126

**Ordinance Authorizing
1st Amendment to 2012
Combined Agreement:** 2014-06-19-0454

Additional Premises II: The approximately 8,390 square feet of the building in
Suite 650 (1,862 square feet), Suite 675 (3,203 square
feet) and the 6th floor storage space (571 square feet)
as shown on **Exhibit A** and in Suite 1600 on the 16th
floor (2,754 square feet) as shown on **Exhibit B**.

**Beginning of the 6th
Renewal Term – Lease A:** October 1, 2018

Expiration of Renewal September 30, 2023
Term – Lease A:

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the 2012 Combined Agreement, related leases or any previous amendment, renewal and extension to it have the meanings previously ascribed to them. References to "Lease" in this Renewal and Extension of Lease A include the 2012 Combined Agreement, related leases and all previous amendments, renewals and extensions.

3. Amendment – Parking.

Any reference to parking in any lease that was the subject of the 2012 Combined Agreement Related to Existing Leases and any lease executed subsequent to the referenced agreement that references Parking Rent or charges for parking spaces to be provided by Landlord, may be adjusted as Landlord's direct cost to provide parking increases or decreases retroactive to the date each of the respective leases commenced. The present monthly Parking Rent is \$120.00 per space. Parking Rent increases shall be limited to a maximum increase of 5% in a 12 month period.

4. Second Addition of Premises to Lease A.

The parties add the Additional Premises II to Lease A. The term for the Additional Premises II is the same as for Lease A. For all purposes (except rent) for which the square footage of the Additional Premises II is important under the Lease, the Additional Premises II contains 8,390 square feet. The Premises for Lease A is hereby revised to total 29,892 square feet.

5. Commencement Date of Lease A.

For the purpose of configuring rental payments, the Commencement Date of this Renewal and Amendment of Lease A is October 1, 2018.

6. Renewal, Extension of Lease A.

6.01. The term of the Lease is extended for five years from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

6.02. Tenant may terminate Lease A, in whole or in part, on not less than 180-days prior written notice.

7. Rent – Lease A.

7.01. The square footage to be used in the calculation of rent for Lease A is 29,321 square feet. From the Beginning of the Renewal Term to the Expiration of the Renewal Term Tenant must pay to Landlord the following Base Rent:

| <i>Months</i> | <i>Period</i> | <i>Annual Rent per Square Foot</i> | <i>Monthly Base Rent</i> |
|---------------|-------------------------------------|------------------------------------|--------------------------|
| 1 to 30 | October 1, 2018 to March 31, 2021 | \$18.00 | \$43,981.50 |
| 31 to 60 | April 1, 2021 to September 30, 2023 | \$18.50 | \$45,203.20 |

7.02. **Storage Space.** Rent for the 6th floor storage space (571 square feet) in Additional Premises II is \$0.00 per square foot and is leased on a month to month basis. Landlord or Tenant may terminate Tenant's use of this space upon 30 days written notice to Tenant.

7.03. The Base Years for the Expense Stop are as follows:

| <i>Leased Premises Location</i> | <i>Square Feet</i> | <i>Base Year</i> |
|-------------------------------------------------|--------------------|------------------|
| 7 th Floor | 14,928 | 2013 |
| 9 th Floor | 6,574 | 2014 |
| Suites 650 & 675 and the 16 th Floor | 7,819 | 2018 |

8. Amendment – Parking Spaces for Lease A.

In addition to all parking Landlord provides Tenant under previous agreements, Landlord must provide Tenant with five parking spaces in the Rand Parking Garage for the Parking Rent provided for above.

9. Improvements to Premises.

9.01. Prior to the Commencement Date, Landlord will complete the following Tenant Improvements to Additional Premises II:

(a) In Suite 650, Landlord will:

1. Install new, building standard carpet to match the carpet in Suite 675;
2. Install new cove base to match Suite 675;
3. Repaint entire suite to match Suite 675;
4. Remove the built-in reception counter;
5. Enclose the underside of the sink cabinet;
6. Install a sink faucet;
7. Ensure door handles are installed on all doors;
8. Clean and repair if necessary all mini blinds; and
9. Key all handsets located in Suite 650, Suite 675, and the 16th floor, to one exclusive master key.

(b) In Suite 675, Landlord will:

1. Thoroughly clean the entire suite; and
2. Paint up to five walls (as selected by Tenant).

(c) In the 16th floor space, Landlord will:

1. Thoroughly clean the entire 16th floor space; and
2. Paint up to five walls (as selected by Tenant).

9.02 Landlord shall be solely responsible to complete the Tenant Improvements at its sole cost and expense without any necessity for the Tenant to contribute towards the cost of the Tenant Improvements.

10. Asbestos Survey.

Landlord must, in accordance with the provisions of Section 6-293 of the City Code of the City of San Antonio, Texas, deliver to Tenant an Asbestos Survey of Suite 650 (1,862 square feet) and the 6th floor storage space (571 square feet) in Additional Premises II not later than 30 days before the Commencement Date.

11. 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, renewal and extension.

12. Same Terms and Conditions.

This Amendment, Renewal and Extension is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Amendment, Renewal and Extension, 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, Renewal and Extension conflicts with the Lease, this Amendment, Renewal and Extension controls.

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13. 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.

Tenant

City of San Antonio, a Texas
municipal corporation

Signature

Printed Name

Title

Date

Approved as to Form:

City Attorney

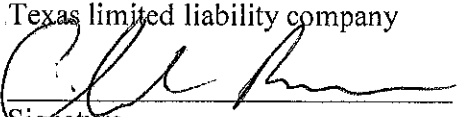
Attest:

City Clerk

Landlord

Riverview Tower Partners, Ltd., a
Texas limited partnership, by and
through its sole general partner

Riverview Tower GP, LLC, a
Texas limited liability company


Signature

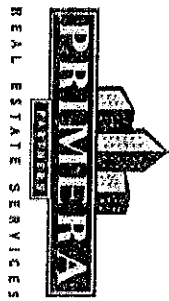
Charles B. Brown
Printed Name

Manager
Title

8-22-18
Date

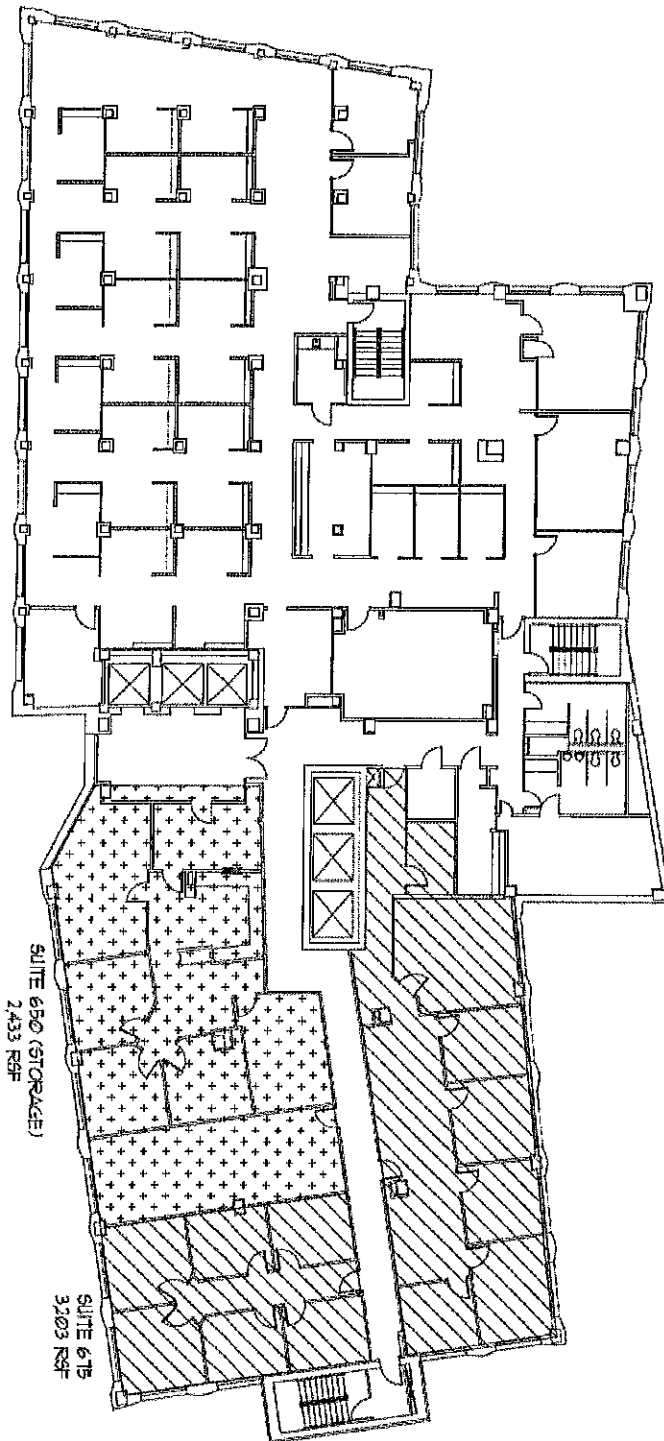
Exhibit A: (Description of Premises)

South irregular 190.97 feet of Lot 17, New City Block 909, San Antonio, Bexar County, Texas.



SCALE: N.T.S.
08.20.18

18223
BROADWAY
SAN ANTONIO
TEXAS
78218
210 225 4100



RIVERVIEW TOWERS
LEVEL 6

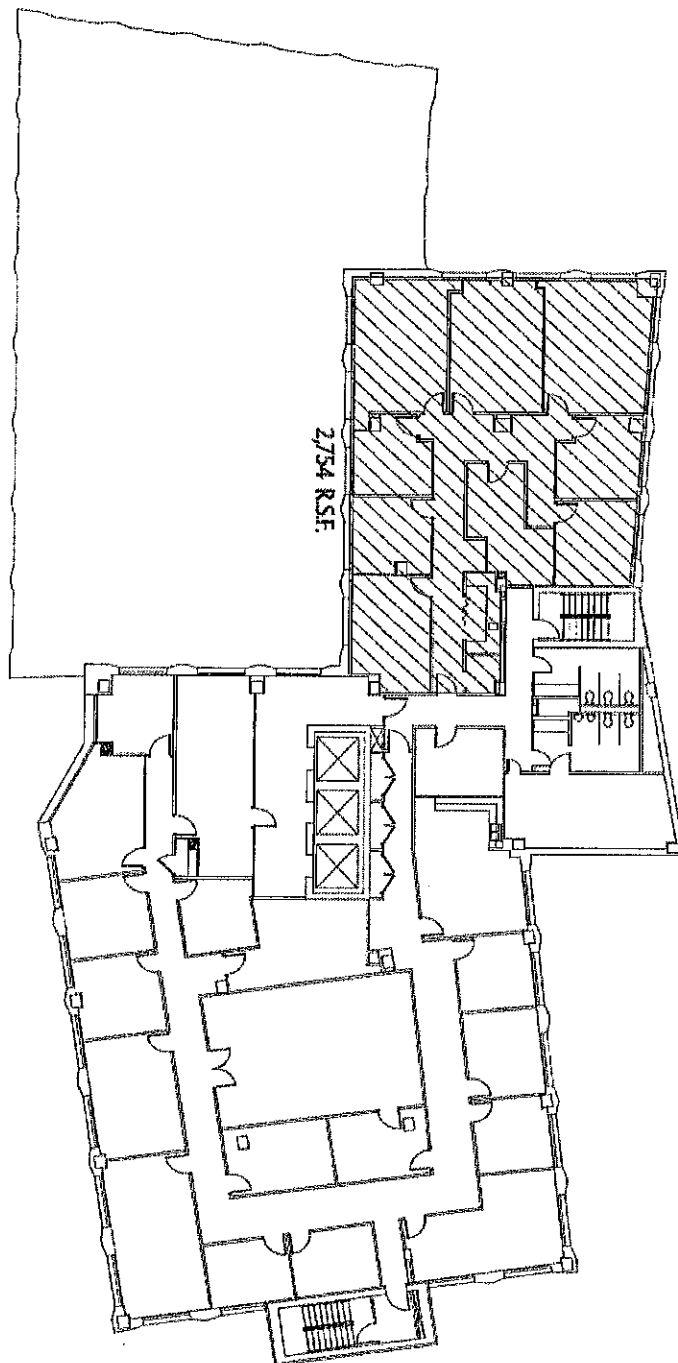
Exhibit B: (Description of Premises)

South irregular 190.97 feet of Lot 17, New City Block 909, San Antonio, Bexar County, Texas.



SCALE: N.T.S.
08.20.18

1
6
5
3
BROADWAY
SAN ANTONIO
TEXAS
78215



RIVERVIEW TOWERS
LEVEL 16