

1st Renewal and Amendment to Lease Agreement

(4538 Centerview Dr - Baby Cafe)

This 1st Renewal and Amendment to Lease Agreement is entered into between Landlord and Tenant.

1. Identifying Information.

Ordinance Authorizing 1st Renewal and Amendment:

Landlord: RE Office – TX II, LLC, a Colorado limited liability company

Landlord's Address: 1780 South Bellaire St., Suite 800
Denver, CO 80222

Tenant: City of San Antonio

Tenant's Address: P.O. Box 829966, San Antonio, Texas 78283-3966
(Attention: Leasing Manager, Center City Development Office)

Lease: Approximately 2,174 rentable square feet, constituting Suite 151 of the Centerview Building, 4538 Centerview Drive, San Antonio, Bexar County, Texas.

**Ordinance Authorizing
Original Lease:** 2013-09-19-0644

**Address for Payment
of Rent:** RE Office – TX II, LLC, c/o CBRE,
Attn: DeAnna Meyer
200 Concord Plaza, Ste 800
San Antonio, TX 78216

1st Renewal: Renews the lease agreement for a period of 5 years.

**Beginning of Renewal
Term:** December 1, 2018

**Expiration of Renewal
Term:** November 30, 2023

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. References to "Lease" in this Renewal and Amendment include the original Lease.

3. Term and Early Termination.

3.01. The term of the Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term. The Extended Lease Term is a five (5) years, subject to early termination by Tenant as described in Section 3.02.

3.02. Tenant may, without cause, terminate this lease at or any time after November 30, 2021 provided Tenant gives Landlord no less than (120) days prior written notice.

4. Rent.

Tenant shall pay monthly rent for the five (5) year term of this renewal at the rates listed below:

Year	Per Rentable Square Foot Per Year	Monthly Rent
December 1, 2018 – November 30, 2019	\$18.50	\$3,351.58
December 1, 2019 – November 30, 2020	\$19.00	\$3,442.17
December 1, 2020 – November 30, 2021	\$19.50	\$3,532.75
December 1, 2021 – November 30, 2022	\$20.00	\$3,623.33
December 1, 2022 – November 30, 2023	\$20.50	\$3,713.92

5. Tenant Improvements.

5.01. Landlord shall provide Tenant an improvement allowance of up to \$21,740.00. Tenant may allocate and spend the allowance as it deems appropriate on the Premises covered by this Lease. Landlord will ensure that the approved improvements will be completed no later than sixty (60) days after Tenant's request for the improvements. The Tenant shall have until October 31, 2019 to identify the improvements to be made to the Premises. Upon the earlier of (i) the date Tenant confirms that all expenditures against the allowance have been accounted for; or (ii) October 31, 2019, Landlord and Tenant shall execute a document confirming the total amount expended which shall then be the basis for calculating the payment due Landlord as provided below in the event that Tenant exercises its right to terminate this Lease pursuant to Section 3.02 herein.

5.02. Should Tenant exercise the early termination provision in Section 3.02 herein, Tenant will then be responsible for the payment of any balance remaining for unamortized Tenant Improvements over a term of 60 months. The cost expended by Landlord for Tenant Improvements and commissions shall be memorialized by the parties in a document similar in format to the Initial Cost Memorandum attached hereto as **Exhibit A**.

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 and Amendment.

7. Same Terms and Conditions.

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

8. 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.

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

Landlord

RE Office – TX II, LLC, a Colorado limited liability company

By: Bow River Capital RE II, LLC, a Colorado limited liability company, its Manager

By: 

Printed Name: Nicholas B. Karcilja

Title: Authorized Agent

Date: 9/26/18

Tenant

City of San Antonio, a Texas municipal corporation

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney

Attest:

City Clerk

Exhibit A: Initial Cost Memorandum

Landlord: RE Office – TX II, LLC, a Colorado limited liability company

Tenant: City of San Antonio

Lease: Approximately 2,174 rentable square feet, constituting Suite 151 of the Centerview Building, 4538 Centerview Drive, San Antonio, Bexar County, Texas.

Authorizing Ordinance:

Predicate Facts:

Landlord and Tenant are parties to the 1st Renewal and Amendment to 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. Costs to be Amortized.

Landlord and Tenant confirm the following:

The final amount of the Tenant Improvement Allowance approved by Tenant and expended by Landlord is: \$ _____

The final amount of the Tenant Improvement Allowance may not exceed \$21,740.00.

3. No Default.

Neither Landlord, to its actual knowledge without inquiry, 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 Exhibit.

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.

<p>City of San Antonio, a Texas municipal corporation</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Approved as to Form:</p> <p>_____</p> <p>City Attorney</p>	<p>RE Office – TX II, LLC, a Colorado limited liability company</p> <p>By: Bow River Capital RE II, LLC, a Colorado limited liability company, its Manager</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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