

3rd Renewal and Amendment to Lease Agreement

(Council District 9 Constituent Office – Park Oaks / 16500 San Pedro)

This 3rd Renewal and Amendment to Lease Agreement is entered into between Landlord and Tenant.

1. Identifying Information.

Ordinance Authorizing 3rd Renewal and Amendment:

Landlord: Park Oaks, Ltd.

Landlord's Address: c/o Live Oak-Gottesman, LLC
4330 Gains Ranch Loop, Suite 100
Austin, Texas 78735

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Leasing Manager, Center City Development
Office)

Lease: Lease Agreement (Council District 9 Constituent Office)
pertaining to approximately 1,265 rentable square feet,
constituting Suites 290 and 292 at the Park Oaks Center,
16500 San Pedro, San Antonio, Texas 78232.

**Ordinance Authorizing
Original Lease:** 2009-11-19-0933

**Ordinance Authorizing
Renewal and
Amendment:** 2011-11-17-0951

**Ordinance Authorizing
2nd Renewal and
Amendment:** 2015-05-21-0436

3rd Renewal: Thirty-six months

**Beginning of Renewal
Term:** March 1, 2019

**Expiration of Renewal
Term:** February 28, 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. References to "Lease" in this Renewal and Amendment include the original Lease.

3. Amendment, Premises.

Parties acknowledge and agree that the 2nd Renewal and Amendment of Lease Agreement expanded the Premises to include Suite 292 instead of Suite 291. The Lease is hereby amended by replacing "Suite 291" with "Suite 292".

4. Term and Early Termination.

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 thirty-six months, subject to early termination by Tenant as described in the Lease, as amended.

5. Rent.

From the Beginning of Renewal Term through and including the Expiration of Renewal Term, Tenant shall pay to Landlord monthly rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent, as follows:

Months	Monthly Rent
March 1, 2019 through February 29, 2020	\$2,392.00
March 1, 2020 through February 28, 2021	\$2,444.00
March 1, 2021 through February 28, 2022	\$2,496.00

6. Tenant Improvements.

Landlord shall install new building standard carpet in the entire leased premises covered by this Lease at its sole cost and expense. Landlord will ensure that the improvements are completed no later than March 31, 2019.

7. Brokerage Commission.

Upon execution and delivery of this Renewal and Amendment, Landlord must pay a commission equal to 4% of the total Base Rent to be paid throughout the life of this Renewal and Amendment to Providence Commercial Real Estate Services, Inc.

8. 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.

9. 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.

10. 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.

Tenant

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Landlord

Park Oaks, Ltd., a Texas limited partnership

By:  _____

Printed Name: Steven A. Youstman

Title: CFO

Date: 1/23/2019