

**FIRST AMENDMENT TO LEASE
DATED AS OF FEBRUARY 1, 2023 BETWEEN
CITY OF CORPUS CHRISTI ("LESSEE")
AND
BAYVIEW TOWER, LLC ("LESSOR")**

Lessor and Lessee have previously entered into a Lease dated January 13, 2021 concerning Leased Premises located at 400 Mann Street, Suite 902, Corpus Christi, Texas 78401 and now wish to amend such Lease.

Now, therefore, in consideration of the mutual covenants and agreements herein contained, Lessor and Lessee agree that the Lease shall be and is hereby amended, effective as of the date set forth above (the "Effective Date") as follows:

1. Paragraph No. 2 ("Term") shall be modified to extend Lease Term by changing expiration date from January 31, 2023 through midnight January 31, 2025.
2. Paragraph No. 3(a) ("Rent") shall be modified to adjust Lessee's Rent schedule throughout the extended Term as follows:

| Lease Period | Annual Rate/psf | Monthly Rent | Total Over Period |
|-------------------------|-----------------|--------------|-------------------|
| 02/01/2023 – 01/31/2024 | \$15.10 | \$4,582.85 | \$54,994.20 |
| 02/01/2024 – 01/31/2025 | \$15.40 | \$4,673.90 | \$56,086.80 |

3. Paragraph No. 3(b) ("Rent") shall be modified to change Lessee's Base Year from 2021 to a Base Year 2023.
4. To the extent that the provisions of this Amendment conflict with any provisions of the Lease, such provisions of this Amendment shall prevail and govern for all purposes and in all respects.
5. This Amendment may be executed in several counterparts and shall be valid and binding with the same force and effects as if all parties executed the same Amendment. The Parties agree that facsimile, electronic or a .pdf version of a signed counterpart shall be as effective and have the same force and effect as the original thereof.
6. Each Party hereby represents, warrants and covenants to the other Party that: (a) the execution, delivery and performance by it of this Amendment has been duly authorized by all necessary action; (b) its representative signing this Amendment is authorized to sign on its behalf; and (c) this Amendment constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
7. If any provision of this Amendment is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.
8. Except as expressly modified by this Amendment, the Lease is hereby ratified and confirmed. The remaining terms, conditions, and provisions of the Lease shall remain in full force and effect.



