

**Addendum to  
Commercial Lease for Multiple-Tenant Property, Unit 113A  
Containing approximately 5,503 Sq. Ft. of rentable area in Wilson Plaza**

This Addendum shall modify Commercial Lease for Multiple-Tenant Property, Unit 113A containing approximately 5,503 Sq. Ft. of rentable area in Wilson Plaza (Lease Agreement), between Landlord - UC Wilson Plaza Holder LLC and Tenant - City of Corpus Christi (the "City"). To the extent that any of these terms are inconsistent with the terms of the Lease Agreement, the terms in this addendum shall govern.

**8. INSURANCE**

The City of Corpus Christi is a self-insured public entity as allowed by the State of Texas for General Liability, Auto Liability, and Workers' Compensation. Liability limits are established and defined by Chapter 101 of the Texas Tort Claims Act. Liability limits are as follows; \$250,000 per person and \$500,000 for each single occurrence for liability. The City is also self-insured for \$500,000 per injury. The City also carries an excess/umbrella policy in addition which covers both.

**15. MAINTENANCE AND REPAIRS:**

I. Minor Repairs: In exchange for \$0 rent the first 4 months (12/1/22 - 3/31/23), the City will perform minor repairs in an amount up to \$30,651.72 throughout the 3-year lease term. Repairs will include exterior door replacements, new locking mechanisms, and interior painting and rust repair. Due to the nature of City business, and the sensitive information held at the facility, all vendors must be approved by the City and go through a City background check, throughout the 3 year lease term.

**19. INDEMNITY:** Neither party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

**35. SPECIAL PROVISIONS:**

CPI Adjustment - The CPI adjustment for any year shall not exceed 3% from the previous year.

EXECUTED by the PARTIES, both of which hereby represent that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the PARTIES.

**TERMINATION NOTICE:**

- (a) Notwithstanding anything to the contrary set forth in the Lease, Landlord shall have the right, at its option, to terminate the Lease at any time after the Commencement Date upon not less than one hundred eighty (180) days' prior written notice to Tenant ("Termination Notice").
- (b) Following the delivery of the Termination Notice and continuing through the date of termination specified in the Termination Notice (the "Termination Date"), the Lease shall remain in full force and effect and the parties will continue to perform their respective obligations thereunder, except that the Base Monthly Rent will be abated in full for the one hundred-eighty (180) days period immediately prior to the Termination Date.
- (c) Upon the Termination Date, Tenant shall surrender the leased premises in accordance with the terms of the Lease (including, without limitation Section 14 thereof) and, following such surrender, the Lease will be of no further force or effect except for those obligations that, by their terms, are intended to survive the expiration of the lease term.
- (d) If Tenant holds over for any period following the Termination Date, then Section 22 of the Lease will apply (and any holdover rent will be based on the amount of the Base Monthly Rent before it was abated). In addition, if Tenant holds over for more than thirty (30) days after the Termination Date, then Tenant will be responsible for the payment of the Base Monthly Rent that, but for the operation of this Section, would have been payable during the one-hundred eighty (180) days prior to the Termination Date.

**City of Corpus Christi**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Buck Brice (Date)  
Assistant City Attorney  
For City Attorney

**UC WILSON PLAZA HOLDER LLC**

DocuSigned by:  
Signature: Joe Ambrose  
91E8404BA7CB4AE...

Print Name: Joe Ambrose

Title: SVP - Asset Management Date: 9/28/2022