STATE OF TEXAS	)
COUNTY OF NUFCES	١

#### OFFICE LEASE EXTENSION AGREEMENT

- 1. PARTIES: That on this <u>15th</u> day of <u>November</u>, 2015, this Lease extension made between <u>Wilson Plaza Associates L. P.</u> Corpus Christi, Texas, as Landlord, and <u>City of Corpus Christi Detention Center</u>, as Tenant. Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions herein and those set forth in the previous Lease agreement dated <u>12-01-13</u>, unless otherwise agreed herein, the demised premises described below. A copy of the original, <u>04-13-04</u> lease agreement is available in the managers office, address below.
- 2. **DEMISED PREMISES:** The demised premises and building in which the premises are located, are described as follows: Building Name: Wilson Plaza, North Suite No.113 A Building street address, city, county, state: 606 N. Carancahua, Corpus Christi, Nueces, Texas. Net rentable square footage of \_\_5,503 \_\_\_\_ as defined by BOMA standards of measurements.
- 3. TERMS: The term of this lease shall be for <u>2 (two)</u> years commencing on <u>December 01</u>, <u>2015</u>, and ending <u>November 30, 2017</u>.
- 4. RENTS: Rent shall be \$7,006.85 per month, payable in advance, on the first of each month at Landlord's office, if any, in the above building; otherwise, at such other address in said county as may be subsequently furnished by Landlord for such purposes, 900 Wilson Plaza West, Corpus Christi, Texas 78401-0669. Rent received after the first shall be deemed as delinquent. In the event any rent payable pursuant to this Agreement is not timely paid and remains unpaid for a period of ten (10) days after payment would otherwise be due, then a late payment charge shall be due and payable upon demand of Landlord in an amount equal to fifteen percent (15%) times the amount unpaid for each partial or full calendar month during which such rent remains unpaid. This charge shall be in addition to all other remedies provided for by the previous lease agreement.
- **6. USE:** Tenant shall use the premises for the following purpose and no other (nature of Tenant's business) <u>City Detention and Magistration Center</u>.
- 7. CERTIFICATE OF INSURANCE: A current certificate of insurance shall be furnished by Tenant pursuant to the conditions set forth in the original lease agreement.
- 8. TENANT BROKER: In the event Tenant employs a broker to negotiate future Lease

transactions, whether expansions or renewals, the fee charged by the Tenant's Broker shall be paid by the Tenant and not included in the new Lease. Exhibit "A" Legal Description, Exhibit "B" Floor plans, Exhibit "C" Landlords improvements, and Exhibit "D" Renewal option are deemed incorporated in this agreement in their entirety, whether or not actually attached. EXECUTED this the \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_. Wilson Plaza Associates, L.P. Landlord: Tenant: Focus Investment Co. L.L.C. City of Corpus Christi City Manager or designee General Partner By Herman A. Parker Ronald Olson General Manager City Manager

day of

By: **Buck Brice** Assistant City Attorney for City Attorney

Approved as to legal form this

9.

### **EXHIBIT "A"**

#### LEGAL DESCRIPTION

Situated in the County of Nueces, State of Texas, to-wit:

TRACT: Lot No. One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) in Nixon Replat of the Lots No. Five (5), Six (6), Seven (7), and Eight (8), Block Three (3), BLUFF PORTION of the City of Corpus Christi, Nueces County, Texas, according to the map or plat thereof, recorded on Volume 4, Page 18, Map Records, Nueces County, Texas.

TRACT II: Lots (2), in Block Three (3), Four (4), Nine (9), Ten (10), Eleven (11) and Twelve (12), in Block Three (3), of the BLUFF PORTION of the City of Corpus Christi, Texas, as shown by the map or plat thereof, recorded in Volume A, Page 3, Map Records, Nueces County, Texas.

TRACT III: Being a part of the BLUFF PORTION of the City of Corpus Christi, Texas as shown on the map or plat of said city, recorded in Volume A. Page 3, Map Records, Nueces County, Texas and being more particularly described by Metes and bounds as follows:

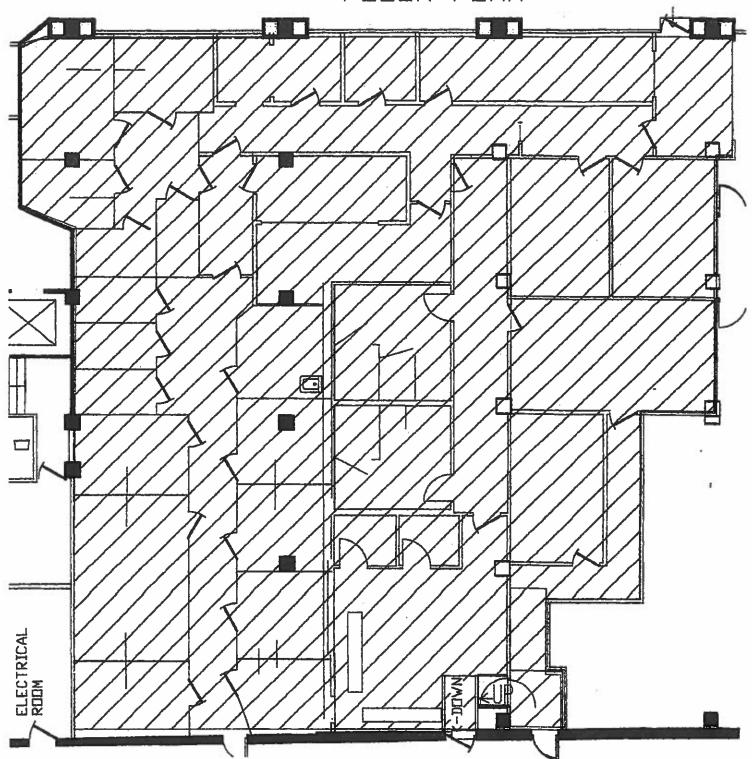
BEGINNING at a drillhole, in a concrete retaining wall, in the east boundary line of North Carancahua Street, the southwest corner of Block 3, BLUFF PORTION of the City of Corpus Christi, Texas and southwest corner of the R. M. Kleberg Tract, for the northwest corner of this survey; Thence South 88 degrees 31'20" East with the south boundary line of said Block 3, and north boundary line of said Kleberg Tract, and with the general course of an old board fence, 301.76 feet to a one inch iron pipe in the west boundary line of North Broadway, the Southeast corner of said Block 3, the northeast corner of said Kleberg Tract, for the Northeast corner of this survey;

THENCE south 1 degree 00' West with the said West boundary of North Broadway, and east boundary line of said Kleberg Tract, 50 feet to a one inch iron pipe for the Southeast corner of this Survey;

THENCE North 88 degrees 31'20" West parallel with said south boundary line of Block 3, and north boundary line of said Kleberg Tract, 301.84 feet to a drillhole in a concrete retaining wall in said east boundary line of North Carancahua Street, and west boundary line of said Kleberg Tract, for the southwest corner of this survey;

THENCE North 1 degree 05'20" East with said east boundary line of North Carancahua Street and west boundary line of said Kleberg Tract, 50 feet to the PLACE OF BEGINNING and being the same land as described in a certain deed dated May 5, 1930, from R. M. Kleberg, and wife, Mamie S. Kleberg to D. K. Martin, Trustee, which is recorded in Volume 194 page 138-139, Deed Records, Nueces County, Texas.

EXHIBIT "B"
FLOOR PLAN



# EXHIBIT "C" LANDLORDS'S IMPROVMENTS

Tenant accepts the demised premises in "As is" condition

## EXHIBIT "D" RENEWAL OPTION

At the end of this renewal term, November 30, 2017, Tenant shall have the right to renew this lease for a period of three (3) one (1) year periods, provided that Tenant delivers to Landlord written notice of Tenant's intent to renew at least 120 days prior to the end of the lease term. However, Tenant shall not have such right of renewal if Tenant is in default as defined elsewhere in this Lease either at the time of such notice of renewal or at the end of the Lease term. The terms of this Lease during such renewal term shall continue, including rent adjustments as defined elsewhere in this Lease.