

**AMENDMENT NO. 2**  
**to**  
**LEASE AGREEMENT**  
**between**  
**BROOKS DEVELOPMENT AUTHORITY**  
**and**  
**CITY OF SAN ANTONIO**  
**FOR A PORTION OF BUILDING 125**  
**located at**  
**2509 KENNEDY CIRCLE**  
**on**  
**BROOKS CITY-BASE SAN ANTONIO TEXAS**

This Amendment No. 2 (“Amendment No. 2”) to Lease Agreement is dated effective January \_\_, 2020 (“Effective Date”) and is by and between Brooks Development Authority and City of San Antonio.

**R E C I T A L S**

A. Brooks Development Authority (“BDA”), as Landlord and City of San Antonio (“CoSA”), as Tenant entered into a lease agreement dated January 6, 2011, for space in Building 125 at Brooks City Base (the “Lease”).

B. The Lease was amended by instrument entitled Amendment No. 1 dated December 1, 2018 (“Amendment No. 1”), which expanded part of the leased premises located in the Basement to 9,223 sq. ft.

C. Tenant has requested a 3-year extension of the term of the Lease and Landlord has agreed on the terms set forth below.

D. In accordance with Section 25.05 of the Lease, the Parties may modify the Lease only by written agreement and as authorized by an ordinance adopted by City Council.

**A G R E E M E N T**

For and in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. The term of the Lease will be extended 3 years beginning October 1, 2021 and ending September 30, 2024 (“Termination Date”).

2. Section 4.04 is DELETED in its ENTIRETY and is hereby REPLACED with the following NEW Section 4.04:

4.04 The Rent paid to Landlord pursuant to Section 1 of the Lease for the current and extended term will be paid through the budgets of various separate and distinct Divisions within the Metropolitan Health District. The breakdowns are as follows and are based upon size of the area occupied by each Division and the amount of investment made initially by Landlord to improve the space to be occupied:

Period	Division	Monthly Cost
October 1, 2019 through September 30, 2020	PHEP	\$ 7,902.38
	Other	\$ 9,366.65
	Lab Services Division	\$ 3,188.00
October 1, 2020 through September 30, 2021	PHEP	\$ 7,918.60
	Other	\$ 9,366.55
	Lab Services Division	\$ 3,188.00
October 1, 2021 through September 30, 2022	PHEP	\$ 8,156.16
	Other	\$ 9,647.55
	Lab Services Division	\$ 3,283.64
October 1, 2022 through September 30, 2023	PHEP	\$ 8,400.84
	Other	\$ 9,936.97
	Lab Services Division	\$ 3,382.15
October 1, 2023 through September 30, 2024	PHEP	\$ 8,652.87
	Other	\$10,235.08
	Lab Services Division	\$ 3,483.61

3. Tenant acknowledges that the University of the Incarnate Word (“UIW”) has a purchase option on Building 125, which may be exercised at any time. In the event UIW exercises its purchase option, UIW will become the landlord and Tenant agrees to attorn to UIW as landlord and to release Brooks Development Authority from any further liability and responsibility under this Lease.

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*Signatures follow on next page*

This Amendment No. 2 is Effective Date first shown above. Except as modified herein, all of the rest and remainder of the Lease terms, as amended, remain unchanged and are in full force and effect.

**LANDLORD**

Brooks Development Authority

**TENANT**

City of San Antonio, a Texas municipal corporation

By: \_\_\_\_\_  
Name: Leo Gomez  
Title: President & CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_