

Amendment, 3rd Renewal, and Extension of Lease Agreement
(1400 S. Flores St.)

1. Identifying Information.

**Ordinance Authorizing
Amendment, 3rd Renewal
and Extension:**

Landlord: 1400 Flores 2014, Ltd.

Landlord's Address: 2705 Bee Caves Road, Suite 230, Austin, Texas
78746

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Center City Development & Operations
Department)

Lease: Lease Agreement between Landlord and Tenant for
1400 S. Flores Street dated December 12, 2001, as
enacted by Ordinance 94959, November 15, 2001, and
as amended by Ordinance 2009-04-16-0296

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

**Expiration of Renewal
Term:** September 30, 2022

2. Define 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 Amendment, Renewal, and Extension include the original Lease and all previous amendments, renewals and extensions.

3. Renewal, Extension, Termination.

The term of the Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term. Tenant shall have right to renew lease for a three year term, at fair market, provided Tenant submits written notice to Landlord at least 9 months prior to lease expiration. Tenant shall have right to terminate lease after October 1, 2020 upon 6 months written notice to Landlord.

4. Rent.

From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must pay to Landlord the following rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent. Rent for the Renewal Term is broken down as follows:

Monthly Base Rent	
October 1, 2019 – September 30, 2020	\$34,125.76
October 1, 2020 – September 30, 2021	\$35,302.50
October 1, 2021 – September 30, 2022	\$37,656.00

In addition to the Base Rent, Tenant shall pay Operating Expense Rent of \$21,935.00 per month commencing with the October 1, 2019 payment of rent.

Section 4.01 shall be amended to reflect that the annual adjustment calculation commencing with the adjustment effective October 1, 2020 and that year and each annual adjustment thereafter shall use a formula with a numerator for the Consumer Price Index adjustment for October 2019 and Operating Expense Rent in the amount of \$21,935.00. All other terms and conditions of Section 4.01 shall remain unchanged.

5. 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 amendment, renewal and extension.

6. Same Terms and Conditions.

This Amendment, Renewal, and Extension is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Amendment, Renewal, and Extension, 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 amendment, Renewal, and Extension conflicts with the Lease, this Amendment, Renewal, and Extension controls.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

7. 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

Signature

Name

Title

Date

Landlord

1400 S. Flores 2014, Ltd.,

By: Live Oak Asset Management,
LLC, a Texas limited liability
company, its general partner



Signature

Steven A. Younkman
Name

Manager
Title

4/13/18

Date

Approved as to Form:

City Attorney

Attest:

City Clerk