

# **1<sup>st</sup> Renewal and 2<sup>nd</sup> Amendment to Lease Agreement**

**(District 7 Constituent Office/4414 Centerview)**

---

This 1<sup>st</sup> Renewal and 2<sup>nd</sup> Amendment to Lease Agreement is entered into between Landlord and Tenant to be effective as of December 1, 2016.

## **1. Identifying Information.**

### **Ordinance Authorizing 1<sup>st</sup> Renewal and 2<sup>nd</sup> Amendment:**

**Landlord:** Brass Centerview 2016, LLC, a Delaware limited liability company, successor in interest to Brass Centerview 2012, a Delaware limited liability company

**Landlord's Address:** 4440 Piedras Drive, Suite 150, San Antonio, Texas 78228

**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 829966, San Antonio, Texas 78283-3966 (Attention: Manager, Leasing Division)

**Lease:** Office Lease (District 7 Constituent Office/4414 Centerview) between Landlord and Tenant pertaining to Suite 160 at 4414 Centerview Dr., San Antonio, Texas 78228, and authorized by the Ordinances Authorizing Original Lease and 1<sup>st</sup> Amendment.

**Ordinance Authorizing Original Lease:** 2011-11-17-0950

**Ordinance Authorizing 1<sup>st</sup> Amendment:** 2013-12-05-0847

**Beginning of 1<sup>st</sup> Renewal and 2<sup>nd</sup> Amendment Term:** December 1, 2016

**Expiration of 1<sup>st</sup> Renewal and 2<sup>nd</sup> Amendment Term:** November 30, 2021

**2. Defined Terms.**

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to "Lease" in this amendment include both the original Lease and all previous amendments to it.

**3. Landlord Renovations.**

Landlord agrees to renovate the space in accordance with the attached floor plan in Attachment 1 and provide new carpet and paint throughout the premises. The new premises square footage after renovation is 1,640 rentable square feet.

**4. Rent.**

Paragraph 3.01 of the Lease, as amended, is amended by this instrument by stating the rent as follows for the period stated:

| Rent Period                                | Monthly Rent |
|--|--------------|
| December 1, 2016 through November 30, 2021 | \$1,925      |

**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 the date of Landlord's signature on this amendment.

**6. Same Terms and Conditions.**

This amendment is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended. The parties acknowledge that, except as expressly set forth in this amendment, the Lease as previously amended remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Landlord and Tenant are bound thereby. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

**7. Public Information.**

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and disclosed accordingly.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**In Witness Whereof**, the parties have caused their representatives to set their hands.

**Brass Centerview 2016, LLC**, a Delaware limited liability company, by and through its sole managing member

**City of San Antonio**, a Texas municipal corporation

**Brass Professional Management, LLC**

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

Signature: James Stewart

Printed Name: \_\_\_\_\_

Printed Name: James Stewart

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

Title: Authorized Agent

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

Date: 9/7/16

**Attest:**  
\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

# Attachment 1

