

# Office Lease (Humanitarian Purpose - Immigration Processing Assistance)

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*This lease authorizes only a temporary use of the Premises.*

*The lease terms are not commercial because of the transitory nature of the interest being created and consideration is being provided on a non-cash basis.*

*Landlord, a municipality, has been approached by a non-profit group working on the immigration humanitarian need facing South Texas and locally being addressed at Lackland Air Force Base. A public purpose is thereby created for necessary humanitarian assistance purposes in cooperation with the government of the United States of America to support federal agencies in the abatement of crowded conditions, health, welfare and safety of immigrant influx as well as overall security in areas encompassed by the City of San Antonio.*

*In recognition of that humanitarian need, Landlord and Tenant agree that it is in the best interest of the City of San Antonio to provide Tenant temporary space to perform its functions and facilitate its mission.*

## 1. Basic Information, Definitions.

### Authorizing Ordinance:

**Landlord:** City of San Antonio

**Landlord's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: EastPoint & Real Estate Services)

**Tenant:** Refuge and Immigrant Center for Education and Legal Services

**Tenant's Address:** 1305 N. Flores Street, San Antonio, TX 78212

**Premises:** A portion of an existing building located on New City Block 11294, Block 15, Lot 26 consisting of 7,337 square feet of office space and use of common area restrooms located at 515 Castroville Road, San Antonio, TX as depicted herein in **Exhibit A**.

**Permitted Use:** Office and meeting space for legal services

**Initial Term:** Short term lease - term commences upon Lease execution and ends on October 2, 2014.

**Occupancy Commencement Date:** Upon execution of this Lease as provided in the binding date.

**Binding Date:** This agreement is binding on the parties on the later date of the signatures of the two parties.

**Address for Remittance of Consideration:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: EastPoint & Real Estate Services)

## 2. Grant and Termination Right.

2.01. Landlord leases the Premises to Tenant, and Tenant takes the Premises from Landlord as is. Tenant may utilize furniture in the space at no charge to include table and chairs.

2.02. Landlord may terminate it at any time without cause with 10 days' prior written notice to the other party.

## 3. Consideration.

3.01. Consideration is prescribed as detailed in the following sections.

3.02. Gratis plus good and valuable consideration including free education and legal services to refugees located within the area encompassed by the City of San Antonio, Texas.

3.03. Tenant will exercise its "best efforts" to seek reimbursement for rent, utilities, etc. from any source available. Upon availability of funds, the City must be reimbursed for the base rent which is calculated at a value of \$6,000.00 per month and its expenses based on its costs to operate the building that are \$4,000.00 per month. The total monthly obligation, subject to Tenant's identification of a funding source, is \$10,000.00 per month. The monthly rent of \$10,000.00 shall not be prorated and shall accrue for an entire month at the 1st of any month that Tenant remains in occupancy.

3.04. Tenant's covenant to provide educational services and Landlord's covenants are independent.

#### **4. Term, Termination.**

4.01. The term of this lease commences upon execution by both parties and ends October 2, 2014.

4.02. Tenant may terminate this lease on 10 days' written notice.

#### **5. Tenant's Affirmative Promises.**

Tenant promises that it will:

5.01. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

5.02. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building; (b) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (c) any rules and regulations for the Building and Common Areas adopted by Landlord.

5.03. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

5.04. After casualty loss caused by the Tenant not terminating the lease, rebuild the interior walls, doors, ceilings, wiring, light fixtures, plumbing, and HVAC.

5.05. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

5.06. Vacate the Premises and return all keys to the Premises on the last day of the Term, subject to any holdover rights.

5.07. Provide janitorial services as needed to keep interior of Premises neat and clean.

5.08. Accept the Premises as is with no material changes or alterations.

## **6. Indemnity.**

6.01. These definitions apply to the indemnity provisions of this Contract:

(i). "Indemnified Claims" mean all loss, cost, liability, or expense, directly or indirectly arising, in whole or in part, out of acts or omissions of any person other than an Indemnitee that give rise to assertions of Indemnitee liability under this Contract, whether or not the person is a party to this agreement. Indemnified Claims include attorneys' fees and court costs and include claims arising from property damage and from personal or bodily injury, including death and including matters arising partly out of the negligence of one or more Indemnites.

(ii). "Indemnites" means the City of San Antonio and its elected officials, officers, employees, agents, and other representatives, collectively, against whom an Indemnified Claim has been asserted.

(iii). "Indemnitor" means Tenant.

### **6.02. Indemnitor must indemnify Indemnites, individually and collectively, from all Indemnified Claims.**

**6.03. If Indemnitor and one or more Indemnites are finally adjudged to be solely liable for Indemnified Claim, Indemnitor need not further indemnify the so-adjudged Indemnites. But despite allegations of Indemnitee negligence, Indemnitor must nevertheless defend all Indemnites until final adjudication. Indemnitor may not recover sums previously spent defending or otherwise indemnifying the Indemnitee who has been adjudged to be negligent and must continue to indemnify other Indemnites.**

6.04. There are no third-party beneficiaries of this indemnity other than the category of people and entities included within the definition of Indemnites.

6.05. Indemnitor must promptly advise the City of San Antonio in writing of any Indemnified Claim and must, at its own cost, investigate and defend the Indemnified Claim. Whether or not the City of San Antonio is an Indemnitee as to a particular Indemnified Claim, the City of San Antonio may require Indemnitor to replace the counsel Indemnitor has hired to defend Indemnites. The City may also require Indemnitor to hire specific-named counsel for so long as the named counsel's hourly rates do not exceed the usual and customary charges for counsel handling sophisticated and complex litigation in the locale where the suit is pending. No such actions release or impair Indemnitor's obligations under this indemnity paragraph, including its obligation to pay for the counsel selected by City. Regardless of who selects the counsel, the counsel's clients are Indemnites, not Indemnitor.

6.06. In addition to the indemnity required under this Contract, each Indemnitee may, at its own expense, participate in its defense by counsel of its choosing without relieving or impairing Indemnitor's obligations under this indemnity paragraph.

6.07. Indemnitor may not settle any Indemnified Claim without the consent of the City of San Antonio, whether or not the City is an Indemnitee as to the particular Indemnified Claim, unless (A) the settlement will be fully funded by Indemnitor and (B) the proposed settlement does not contain an admission of liability or wrongdoing by any Indemnitee. The City's withholding its consent as allowed in the preceding sentence does not release or impair Indemnitor's obligations of this indemnity paragraph. Even if the City of San Antonio is not an Indemnitee as to a particular Indemnified Claim, Indemnitor must give City at least 20 days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind an Indemnitee must first be approved by City Council.

6.08. Nothing in this Contract waives governmental immunity or other defenses of Indemnites under applicable law.

6.09. If, for whatever reason, a court refuses to enforce this indemnity as written, and only in that case, the parties must contribute to any Indemnified Claim 5% by the Indemnites and 95% by the Indemnitor. Indemnitor need look only to the City of San Antonio for Indemnites' 5% if the City of San Antonio is an Indemnified Party as to a particular Indemnified Claim.

## **7. Tenant's Negative Promises.**

Tenant promises that it will not:

7.01. Use the Premises for any purpose other than the Permitted Use.

7.02. Create a nuisance.

7.03. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

7.04. Change Landlord's lock system without Landlord's written approval.

7.05. Alter the Premises, other than the finish out work contemplated by this Lease.

7.06. Allow a lien to be placed on the Premises.

## **8. Landlord's Affirmative Promises.**

Landlord promises that it will:

8.01. Obey all applicable laws with respect to Landlord's operation of the Building and Common Areas.

8.02. Pay costs associated with common area maintenance. Allow Tenant the use of Landlord's common areas and restrooms, subject to Tenant's compliance with cleanliness and consideration.

8.03 Pay all utilities, trash removal, landscaping, HVAC maintenance services, Information Technology services and security alarm system through October 2, 2014.

## **9. Landlord's Negative Promise.**

Landlord promises that it will not interfere with Tenant's possession of the Premises as long as Tenant is not in default.

## **10. Alterations.**

Physical additions or improvements to the Premises made by Tenant, if any, will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Occupancy Commencement Date, normal wear excepted.

## **11. Insurance.**

11.01. Tenant must maintain throughout the term of this Lease, as it may be extended, insurance coverage written on an occurrence form, by companies authorized and admitted to do business in the State of Texas, rated A or better by A.M. Best Company or otherwise acceptable to Landlord, in the following types and amounts:

<b>Type:</b>	<b>Amount:</b>
1. Workers' Compensation	Statutory, with a waiver of subrogation in favor of Landlord
2. Employers' Liability	\$500,000/\$500,000/\$500,000 with a waiver of subrogation in favor of Landlord
3. Commercial General Public Liability Insurance to include (but not be limited to) coverage for the following:	For bodily injury, death, and property damage of \$1,000,000 per occurrence, \$2,000,000 general aggregate, or its equivalent in umbrella or excess liability coverage
(a) Premises/Operations	
(b) Independent Contractors	

(c) Products/Completed Operations

(d) Contractual Liability

(e) Personal Injury Liability

(f) Broad form property damages to include fire legal liability      Coverage for replacement cost of Tenant's improvements

(g) Host Liquor Liability, if alcoholic beverages are served on the Premises      No Alcohol to be served on the Premises

(h) Liquor Legal Liability Insurance if alcoholic beverages are sold on the Premises      No Liquor to be sold on the Premises

4. Business Automobile Liability, including      Combined single limit for bodily injury, death, and property damage of \$1,000,000 per occurrence

(a) Owned/Leased Automobiles

(b) Non-Owned Automobiles

(c) Hired Automobiles

5. Property Insurance for physical damage to the property of Tenant, including improvements and betterments      Coverage for replacement cost of Tenant's improvements and \$100,000 in coverage for damage to the rented Premises.

11.02. Each insurance policy required by this Lease must contain the following clauses:

"This insurance cannot be canceled, limited in scope or coverage, or non-renewed until after 60-days' prior written notice has been given to:

City Clerk, City of San Antonio  
City Hall/2nd Floor  
P. O. Box 839966  
San Antonio, Texas 78283-3966  
Attention: "Risk Manager"

and

Real Estate Leasing Division  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
Attention: "Director"

"The insurance provided by Tenant is primary to any insurance or self-insurance maintained by the City of San Antonio."



“Any insurance or self-insurance maintained by the City of San Antonio applies in excess of, and does not contribute with, insurance provided by this policy.”

Each insurance policy required by this Lease, excepting policies for Workers’ Compensation and Employer’s Liability, must contain the following clause:

“The City of San Antonio, its officials, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under this Lease with the City of San Antonio. This policy cannot be invalidated as to Landlord because of Tenant’s breach of representation, warranty, declaration, or condition of this policy.”

11.03. Under no circumstances shall Tenant make leasehold improvements.

11.04. Tenant has delivered certificates to Landlord’s Risk Manager and to the City Clerk, reflecting all required insurance coverage, together with copies of policies and endorsements and such deliverables are acceptable by Landlord’s Risk Manager in writing.

11.05. Nothing in this Lease limits Tenant’s liability for damages to persons or property resulting from Tenant’s activities or the activities of Tenant’s agents, employees, sublessees, or invitees.

11.06. Landlord disclaims an employee, agent, or invitee relationship with any person whose presence on the Premises is through Tenant. Claims resulting from assertions of tort liability or any obligation for which Tenant may be liable under any workers’ compensation, unemployment compensation, disability benefits, similar statutory scheme are the sole obligation of Tenant.

11.07. Landlord will self-insure as it deems advisable. As a political subdivision of the State of Texas, Landlord is subject to the Texas Tort Claims Act, and the obligations of Landlord and the rights of persons claiming against Landlord are subject to that Act.

## **12. Release of Claims/Subrogation.**

**The insurance requirements of this Lease are a bargained-for allocation of risk of loss. Landlord and Tenant release each other from claims arising from injury or loss to either of them or to third parties to which they are liable, if the injury or loss is covered by insurance the waiving party is required by this Lease to maintain, whether or not the party actually has the insurance (“Covered Claims”). This release is additional to and does not limit any other release contained in this lease. Landlord and Tenant, to the maximum extent allowable without causing cancellation of a required policy, will require their insurers to waive subrogation against each other for Covered Claims.**

## **13. Environmental Matters.**



13.01. "Environmental Laws" means applicable federal, state, and local laws relating to protection of the public health, welfare, and the environment, including without limitation, those laws relating to the storage, handling, and use of chemicals and other hazardous substances, those relating to the generation, processing, treatment, storage, transport, disposal, or other management of waste materials of any kind, and those relating to the protection of environmentally sensitive areas.

13.02. "Hazardous Material" means "hazardous substance," "pollution or contaminant," "petroleum," and "natural gas liquids," as those terms are defined by or used in Environmental Laws, or that are regulated because of their effect or potential effect on human health and the environment.

13.03. "Release" means depositing, spilling, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing.

13.04. In its use of the Premises, Tenant must comply with all applicable Environmental Laws and must cause its employees, agents, and contractors on the Premises to do so as well.

13.05. Tenant must not allow the Release of any Hazardous Material from its use of the Premises on, onto, or from the Property. Tenant further must not handle, use, or otherwise manage any Hazardous Material on the Premises or the Property in violation of any Environmental Laws or in any but a reasonable and prudent manner.

13.06. If Tenant breaches any of its representations, warranties or covenants, Tenant at its sole expense, must take all actions required, including environmental cleanup of the Premises, to comply with the representations, warranties, and covenants or applicable law. Tenant must take all action required by applicable Environmental Laws.

13.07. Tenant must indemnify Landlord and hold Landlord and its officials, employees, and contractors from loss, cost, liability, or expense (including, but not limited to, attorneys' fees and expenses, including all attorney's fees and expenses incurred by Tenant in enforcing this indemnity) arising from or relating to breach of Tenant's environmental representations, warranties, and covenants.

#### **14. Landlord's Municipal Powers.**

Landlord is a municipality as well as landlord under this Lease. As a municipality, it may from time to time exercise municipal powers unrelated to the Lease that will nevertheless adversely affect Tenant. Such actions may include redirection of traffic, street closures, or other actions intended to facilitate public safety, the public interest, or the conduct of major events. No such action by Landlord as a municipality is a breach of Landlord's duties as landlord or entitles Tenant to any relief under this Lease. Likewise, no breach of contract or other duty by municipal utility providers is a breach of Landlord's duties as landlord or entitles Tenant to any relief under this Lease. Tenant has no more rights under this Lease than it would if its landlord were a private entity.

## **15. Prohibited Interests in Contracts.**

15.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

15.02. Tenant warrants and certifies as follows:

- (i) Tenant and its officers, employees and agents are neither officers nor employees of the City.
- (ii) Tenant has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

15.03. Tenant acknowledges that City's reliance on the above warranties and certifications is reasonable.

## **16. Casualty/Total or Partial Destruction.**

If the Premises are damaged by casualty, the Lease shall terminate.

## **17. Default, Remedies for Default.**

17.01. *Event of and Remedies for Default.* If Tenant fails to provide consideration or comply with any term, provision or covenant of this Lease, Landlord is authorized to exercise its remedies.

17.02. *Remedies for Default.* Upon the occurrence of any Tenant event of default, Landlord has the option to pursue any one or more of the following:

17.02.01. In addition to, and without limiting any other remedies available to Landlord at law or in equity, immediately terminate this Lease and all rights of Tenant hereunder. Upon termination, Tenant must immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy, enter and take possession of the Premises or any part thereof and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages.

17.02.02. Landlord may also enter and take possession of the Premises without termination as such possession is depicted immediately above.

17.03. *Default by Landlord.* If Landlord defaults, Tenant's exclusive remedy is an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord or on rent due Landlord). Tenant is not permitted to withhold Consideration. All obligations of Landlord are covenants, not conditions. Landlord's liability to Tenant for default is limited to actual, direct, but not consequential, damages. **Tenant hereby waives its statutory lien under § 91.004 of the Texas Property Code.**

17.04. *Rights Respecting Personal Property.* If Landlord takes possession of the Premises under the authority of this Lease, Landlord may keep in place and use all furniture, fixtures, and equipment at the Premises, including that owned by or leased to Tenant at all times before foreclosure thereon by Landlord or repossession thereof by any lessor thereof or lienholder thereon. Landlord may also remove from the Premises (without obtaining a distress warrant, writ of sequestration, or other legal process) all or any part of the furniture, fixtures, equipment, and other property and place same in storage anywhere in the county in which the Premises are located. In such case, Tenant is liable to Landlord for costs incurred by Landlord in the removal and storage and must indemnify Landlord from all loss, damage, cost, expense, and liability arising from or relating to the removal and storage. Landlord also may relinquish all or any part of the furniture, fixtures, equipment, and other property to any person ("Claimant") who presents to Landlord a copy of any instrument represented to have been executed by Tenant, if the instrument purports to grant Claimant the right under various circumstances to take possession of the property. Landlord need not inquire into the authenticity of the instrument or Tenant's or Tenant's predecessor's signature thereon. Landlord further need not investigate or inquire into the validity of the factual or legal basis on which Claimant purports to act. Tenant will indemnify Landlord from all loss, cost, liability, or expense arising from or relating to Landlord's relinquishment of property to a Claimant. These rights of Landlord are additional to any other rights that Landlord has or may hereafter have at law or in equity. Tenant stipulates that the rights herein granted Landlord are commercially reasonable.

## **18. Warranty Disclaimer.**

18.01. There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease. Without limitation, this Lease contains no express or implied warranty that the Premises have no latent defects or that the Premises are or will remain suitable for Tenant's purposes.

18.02. Tenant acknowledges it has had ample opportunity to perform due diligence regarding the Premises and accepts the Premises in their present condition, as-is.

## **19. Abandoned Property.**

Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term without any accounting to Tenant.

## **20. Sublease, Assignment.**

Tenant cannot assign or sublease this lease.

## **21. Dispute Resolution.**

21.01. Before bringing any action arising out of this agreement, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

21.02. Filing suit on a claim that should be mediated waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

21.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

21.04 The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

21.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

21.06. Mediator fees must be borne equally.

21.07. The parties need not mediate before going to court (1) for either party to seek emergency injunctive relief or (2) for Landlord to seek forcible entry and detainer relief against Tenant.

## **22. Miscellaneous.**

22.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. Both parties' obligations under this agreement are performable in San Antonio, Bexar County, Texas, and venue for any action arising under this agreement is only in Bexar County, Texas.

22.02. *Severability.* If any part of this agreement is found invalid or unenforceable, the finding does not affect the remainder.

22.03. *Successors.* This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

22.04. *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

22.05. *Modification.* This Agreement may be changed only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to that restriction, any of this Agreement's terms may be modified by the party entitled to their benefit, but no modification, express or implied, affects the right of the modifying party either (i) to apply any other term or condition or (ii) to apply the same term or condition to a later or earlier occasion. Any modification of this Lease must be authorized by an ordinance adopted by City Council that specifically addresses the modification.

22.06. *Third Party Beneficiaries.* This Agreement benefits the parties and their successors and permitted assigns only. It has no third party beneficiaries.

22.07. *Notices.* Notices must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. If the addressee is a corporation, notices must be addressed to the attention of its President. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice.

22.08. *Pronouns.* Plural constructions include the singular, and singular constructions include the plural. Whether a pronoun is masculine, feminine, or neuter does not affect meaning or application of the relevant term. The words "herein," "hereof," and other, similar compounds of the word "here" refer to the entire Agreement, not just to a part of it.

22.09. *Captions.* Paragraph captions are for ease of reference only and do not affect the interpretation.

22.10. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

22.11. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be necessary to effect fully the provisions hereof. But no such additional documents can alter the rights or obligations of the parties stated in this agreement.

22.12. *Administrative Actions and Agreements.* The Director of the Center City Development Office may, without further council action, agree to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this Lease and may declare Tenant defaults and pursue remedies for such defaults, including terminating this Lease. This paragraph does not authorize lease amendments or renewals without council consent.

22.13. *Conflicts Between Numbers Stated Two Ways.* Whenever this lease states numbers more than one way, such as by using both words and numerals or by stating a fixed amount and a calculation for arriving at an amount, and there is a conflict, the highest number controls.

22.14. *Incorporation of Exhibits.* All exhibits to this Lease are incorporated into it for all purposes as if fully set forth.



### 23. Public Information.

Tenant 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.

#### Landlord:

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


Signature: 

Printed  
Name: Peter Zanoni

Title: Deputy City Manager

Date: 7/21/14

#### Tenant:

Signature: 

Printed  
Name: Jonathan Ryan, Principal

Date: 7/18/2014

**Approved as to Form:**

  
City Attorney



Exhibit A. Description of the Premises



Exhibit A