

Second Renewal and Amendment to Lease Agreement

(4538 Centerview Drive – Lactation Center)

This Second Renewal and Amendment of Lease Agreement (“Amendment”) is entered into between Landlord and Tenant. The original lease agreement, 1st Renewal and Amendment to Lease Agreement and this Second Renewal and Amendment to Lease Agreement shall be collectively read and referred to as the “Lease”.

1. Identifying Information, Definitions.

Ordinance Authorizing Second Renewal and Amendment:

Landlord: DW SA Centerview, LLC, as successor-in-title to RE
Office – TX II, LLC

Landlord’s Address: c/o Dogwood Capital Management, LLC
Attn: Ben Appleby
12700 Hillcrest Road, Suite 120
Dallas, Texas 75230

Tenant: City of San Antonio

Tenant’s Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Leasing Manager, Center City Development
Office)

**Ordinance Authorizing
Original Lease:** 2013-09-19-0644

**Ordinance Authorizing
1st Renewal and
Amendment:** 2018-10-18-0826

Commencement Date: December 1, 2023

Binding Date: This Amendment is binding on the parties on the later of
(A) The effective date of the Ordinance
Authorizing Amendment; or
(B) The later of the signatures of the two parties.

Lease Term: 5 years

2. Defined Terms.

2.01. 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 of Office Lease include the Original Lease.

3. Term, Renewal and Extension.

3.01. The Lease Term is five (5) years, commencing on December 1, 2023 and expiring on November 30, 2028.

4. Rent.

Tenant shall pay monthly rent for the five (5) term of this renewal will be at the rates listed below:

Rent Schedule	
Term	Monthly Rent
December 1, 2023 - November 30, 2024	\$3,623.33
December 1, 2024 - November 30, 2025	\$3,713.92
December 1, 2025 - November 30, 2026	\$3,804.50
December 1, 2026 - November 30, 2027	\$3,895.08
December 1, 2027 - November 30, 2028	\$3,985.67

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.

6. Same Terms and Conditions.

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

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

By: _____

Printed
Name: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney

Landlord

DW SA Centerview, LLC, a Texas limited liability company, as successor-in-title to RE Office - TX II, LLC.

By:  _____

Printed
Name: Ben Appleby

Title: Manager

Date: 11/16/2023