

# Second Renewal and Amendment of Lease Agreement

(Nation Tours, Inc. / 260 E. Houston Street/ Houston Street Garage)

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This Second Renewal and Amendment of Lease Agreement is entered into between Landlord and Tenant.

## 1. Identifying Information.

**Original Authorizing Ordinance:** 2011-08-18-0665

**Authorizing Ordinance for First Renewal:** 2014-09-18-0702

**Ordinance Authorizing Second Renewal** 2024

**Landlord:** City of San Antonio

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

**Tenant:** Nation Tours, Inc.

**Tenant's Address:** 3113 Woody Trail, Plano, Texas 75093

**Lease:** Approximately 773 square feet of net rentable area located at 260 E. Houston St., San Antonio, 78205.

**Address for Payment of Rent:** City of San Antonio  
Financial Services Division  
Revenue Collections  
P.O. Box 839975  
San Antonio, TX 78238-3975

**1<sup>st</sup> Renewal:** Renews the lease agreement for a period of 5 years.

**Beginning of 1<sup>st</sup> Renewal Term:** October 1, 2019

**Expiration of 1<sup>st</sup> Renewal Term:** September 30, 2024

**2<sup>nd</sup> Renewal:** Renews the lease agreement for a period of 5 years.

**Beginning of 2<sup>nd</sup> Renewal Term:** October 1, 2024

**Expiration of 2nd  
Renewal Term:** September 30, 2029

## **2. Defined 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 Renewal include the original Lease.

## **3. Term, Extension.**

3.01. The term of the Lease is extended from the Beginning of Second Renewal Term through and including the Expiration of Second Renewal Term. The Extended Lease Term is five (5) years.

3.02. Tenant, if not in default at the end of the first year, second year and/or the third year of the Extended Lease term, has the right to terminate lease by providing written termination notice 120 days prior to October 1, 2025, October 1, 2026, October 1, 2027, as the case may be.

3.03. Tenant has no other options to renew or extend this Lease.

## **4. Rent.**

Tenant shall pay monthly rent, which includes Base Rent and Additional Rent as defined in the original Lease, for the five (5) year term of this renewal at the rates listed below:

<b>Lease Term</b>	<b>Monthly Rent</b>
October 1, 2024 - September 30, 2025	\$1,932.50
October 1, 2025 - September 30, 2026	\$1,932.50
October 1, 2026 - September 30, 2027	\$1,964.71
October 1, 2027 - September 30, 2028	\$1,996.92
October 1, 2028 - September 30, 2029	\$2,029.13

## **5. Amendments.**

5.01. Section 1. Basic Information, Definitions. of the Lease is hereby amended to remove (a) HVAC service to the Premises and (b) hot and cold water service for restrooms located within the Premises from Essential Services. Landlord and Tenant agree that HVAC service to the Premises and hot and cold water for the restrooms within the Premises are the responsibility of the Tenant to repair, replace, maintain as further specified in Section 5, item 5.05 of the Lease. Electricity for normal office machines and standard light fixtures reasonable for the Permitted Use and lighting in the Common Areas shall remain as Essential Services.

5.02. Section 5.03 of Lease is stricken in its entirety and is hereby replaced as follows.

5.03. Obtain and pay for all services for the Premises including but not limited to telephone, security, pest control services, waste/trash collection, janitorial, electricity (all utilities must be transferred into Tenant's own name), and taxes assessed against the Premises including for personal property and Tenant's leasehold interest in the Premises and, all interior components of the Premises.

**6. Brokerage Commission.**

Tenant and Landlord represent and warrant to each other that Tenant and Landlord have had no dealing with any broker in connection with the negotiation or execution of this Amendment. Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Landlord or Tenant, as applicable, with regard to this leasing transaction.

**7. 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 Renewal of Lease Agreement.

**8. Same Terms and Conditions.**

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

**9. 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**

**Landlord**

**Nation Tours, Inc.**, a Texas Corporation

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

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

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

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

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

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

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

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

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

Approved as to Form:

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