

4th Amendment to Lease Agreement

(District 7 Constituent Office – 4414 Centerview)

This 4th Amendment of Lease Agreement (“Amendment”) is entered into between Landlord and Tenant. The 1st Renewal and 2nd Amendment to Lease Agreement, 3rd Amendment to Lease Agreement, and this 4th Amendment to Lease Agreement shall be collectively read and referred to as the “Lease”.

1. Identifying Information, Definitions.

Ordinance Authorizing 4th Amendment:

Landlord: Brass Centerview 11 LLC a Delaware limited liability company successor in interest to Brass Centerview 2016, LLC, which was successor in interest to f Brass Centerview 2012, LLC

Landlord’s Address: 85 NE Loop 410, Suite 130, San Antonio, Texas 78216

Tenant: City of San Antonio

Tenant’s Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Leasing Manager, Building and Equipment Services)

Premises: 2,056 Rentable Sqaure Feet as depicted on Exhibit A

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

**Ordinance Authorizing
1st Renewal and 2nd
Amendment:** 2016-10-13-0793

**Ordinance
Authorizing
3rd Amendment to
Lease Agreement:** 2018-03-29-0201

**Commencement
Date:** November 1, 2023

Lease Term: 5 years

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 4th Amendment include the Original Lease and all subsequent amendments.

3. Term, Extension & Termination.

3.01. Section 1 of the 1st Renewal and 2nd Amendment to Lease Agreement shall be amended to indicate that the Expiration of 1st Renewal and 2nd Amendment Term is October 31, 2023.

3.02. The Lease Term is extended an additional five (5) years, commencing on November 1, 2023 and expiring on October 31, 2028.

3.03. Termination rights remain as provided in the Lease Section 4.01 specifying that Tenant may terminate this lease at any time without cause by delivering 30-days prior written notice to Landlord.

4. Rent.

4.01. Section 3 of the 3rd Amendment to Lease Agreement shall be amended to extend the Rent Period through October 31, 2023 at \$1,400.00 per month. Landlord acknowledges that all Rent has been timely paid in full through September 30, 2023 and no past due amounts are owing.

4.02. Commencing November 1, 2023 Rent shall be paid pursuant to the following chart:

November 1, 2023 – October 31, 2024	\$2,056.00 per month
November 1, 2024 – October 31, 2025	\$2,142.00 per month
November 1, 2025 – October 31, 2026	\$2,228.00 per month
November 1, 2026 – October 31, 2027	\$2,314.00 per month
November 1, 2027 – October 31, 2028	\$2,400.00 per month

5. Tenant Improvements.

Landlord will renovate the Premises as specified in Exhibit B (Scope of Work). The Tenant will pay all amounts incurred by Landlord to accomplish the Tenant Improvements up to a maximum of \$71,000. The total cost of Tenant Improvements, including architectural fees, may not exceed a total of \$71,000. Any amounts above \$71,000 will be paid by the Landlord with no obligation by the Tenant to reimburse the Landlord for the overage. Upon completion of the work, the final cost of the Tenant Improvements will be memorialized by the parties and Tenant shall reimburse Landlord for Tenant Improvements in a lump sum payment within 60 days of the later of (i) date Landlord provides a detailed invoice to Tenant confirming the cost including proof that contractor has been paid in full or (ii) date Tenant accepts that the Tenant Improvements are complete subject only to completion of minor punch list items.

6. 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.

7. 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.

8. 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

City of San Antonio, a Texas municipal corporation

Brass Centerview 11 LLC,
a Delaware limited liability company

By: _____

By: _____

Printed

Printed Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

City Attorney

Exhibit A Depiction of Premises

Exhibit B Tenant Improvements Scope of Work

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TENANT FINISHOUT BID FORM						
0		Finesilver 160				
Code		√ IF	Area (RSF) 2101			
PART - JOB	QUANTITY	COST/QTY	UNIT	TOTAL		
DEMO						
walls	X	58	\$ 47.50	In/ft	\$	2,755.00
doors			\$ 100.00	ea	\$	-
carpet	X	1806	\$ 0.75	sq/ft	\$	1,354.50
base		407	\$ 1.00	In/ft	\$	407.00
wallpaper			\$ 3.00	In/ft	\$	-
other flooring			\$ 1.00	sq/ft	\$	-
CEILING TILE			\$ 1.20	sq/ft	\$	-
lights			\$ 75.00	ea	\$	-
shelving			\$ 125.00	ea	\$	-
countertop/cabinets			\$ 125.00	ea	\$	-
sink			\$ 150.00	ea	\$	-
plugs	X	6	\$ 95.00	ea	\$	570.00
telephone/data jacks	X	4	\$ 45.00	ea	\$	180.00
switches	X	1	\$ 95.00	ea	\$	95.00
NEW CONSTRUCTION						
NEW WALLS (Paint ready)						
A Floor to ceiling/ non-insulated			\$ 65.00	In/ft	\$	-
B Floor to ceiling/ insulated	X	3	\$ 86.25	In/ft	\$	258.75
C Floor to 6" above clg. grid/ inslt'd.			\$ 97.00	In/ft	\$	-
D Floor to deck/ insulated			\$ 122.00	In/ft	\$	-
Half wall			\$ 43.00	In/ft	\$	-
E Sheetrock Tape/Float Existing			\$ 20.00	In/ft	\$	-
Install ceiling insulation			\$ 2.15	sq/ft	\$	-
Install wall sound board			\$ 35.00	In/ft	\$	-
1-P NEW DOORS - PASSAGE KNOB			\$ 995.00	ea	\$	-
1-L NEW DOORS - LOCKING KNOB			\$ 1,100.00	ea	\$	-
RACO SIDELITE KIT			\$ 750.00	ea	\$	-
INSTALL RACO DUMMY TRIM			\$ 4.00	In/ft	\$	-
CASED SEE TROUGH GLASS WINDOW			\$ 750.00	ea	\$	-
1-C CASED OPENING			\$ 275.00	ea	\$	-
DRYWALL REPAIR			\$ 75.00	ea	\$	-
SHEETROCK OPENING			\$ 275.00	ea	\$	-
TEXTURE WALLS			\$ 20.00	In/ft	\$	-
2 MOVE DOORS - AS-IS			\$ 400.00	ea	\$	-
2-L MOVE DOORS - ADD LOCK			\$ 475.00	ea	\$	-
3 NEW FLR/CLG GLAZING- Rayco			\$ 600.00	In/ft	\$	-
INSTALL NEW LEVER LOCKSETS			\$ 125.00	ea	\$	-
4 INSTALL NEW LOCK (DBL DEADBOLT)			\$ 75.00	ea	\$	-
MOVE FURNITURE		1	\$ 1,600.00	ea	\$	1,600.00
BUTT GLASS WALL / HERCULITE DOOR		1	\$ 14,000.00	ea	\$	14,000.00
Herculite Door with 12" sidelite			\$ 3,800.00	ea	\$	-
FRENCH DOOR (RESIDENTIAL)			\$ 750.00	ea	\$	-
CHAIR RAIL - PAINT GRADE			\$ 10.00	In/ft	\$	-
CEILING TILE			\$ 2.50	sqft	\$	-
CEILING GRID - Repair			\$ 1.25	sq/ft	\$	-
CEILING GRID - New			\$ 2.25	sq/ft	\$	-
STAIN / and or VARNISH DOOR			\$ 140.00	ea	\$	-
16 PAINT	X	3835	\$ 2.50	sq/ft	\$	9,587.50
17 WALL COVERING			\$ 225.00	ea	\$	-
15 SPRINKLERS - New			\$ 1,000.00	ea	\$	-

	SPRINKLERS - Move			\$ 400.00	ea	\$ -
	Life and Fire Safety - audio (hardwire)			\$ 216.00	ea	\$ -
	Life and Fire Safety - audio (battery)			\$ 217.00	ea	\$ -
	Life and Fire Safety - visual (hardwire)			\$ 95.00	ea	\$ -
	Life and Fire Safety - visual (battery)			\$ 96.00	ea	\$ -
	Life and Fire Safety - floorplan			\$ 0.30	sq.ft	\$ -
	ELECTRIC					
5	new lights			\$ 200.00	ea	\$ -
5-R	move lights			\$ 125.00	ea	\$ -
6	duplex outlets			\$ 185.00	ea	\$ -
7	quadplex outlets			\$ 250.00	ea	\$ -
6-D	dedicated duplex outlet			\$ 350.00	ea	\$ -
7-D	dedicated quadplex outlet			\$ 400.00	ea	\$ -
	jbox connections for cubicles/base feed			\$ 450.00	ea	\$ -
8	floor(surface) mounted duplex			\$ 400.00	ea	\$ -
9	floor(flush) mounted duplex			\$ 600.00	ea	\$ -
	Re-circuit lamps		6	\$ 150.00	ea	\$ 900.00
10	power poles			\$ 400.00	ea	\$ -
11	switches	X	8	\$ 400.00	ea	\$ 3,200.00
12	DATA OUTLETS W/ CONDUIT			\$ 105.00	ea	\$ -
13	DATA OUTLETS - NO CONDUIT			\$ 50.00	ea	\$ -
14	HVAC			\$ 150.00	ea	\$ -
	REZONE INDIVIDUAL ROOMS (SP)			\$ 750.00	ea	\$ -
	EXHAUST FAN			\$ 150.00	ea	\$ -

	FLOORING					
	floor prep	X	2000	\$ 0.65	sq/ft	\$ 1,300.00
18	vct			\$ 2.50	sq/ft	\$ -
	vct w/pattern			\$ 2.75	sq/ft	\$ -
19-A	Building Standard Carpet			\$ 2.10	sq/ft	\$ -
19-B	Non-Building Standard Carpet			\$ 3.00	sq/ft	\$ -
19-C	Reception Carpet			\$ 4.50	sq/ft	\$ -
	Furniture Move			\$ 750.00		\$ -
	Carpet Patch			\$ 325.00	ea	\$ -
	Carpet Border			\$ 3.50	ln/ft	\$ -
20	ceramic tile			\$ 4.00	sq/ft	\$ -
21	wood floor			\$ 5.95	sq/ft	\$ -
	vinyl plank		2275	\$ 8.25	sq/ft	\$ 18,768.75
	Vinyl Cove Base - Roppe	X	480	\$ 2.25	ln/ft	\$ 1,080.00
	Wood Cove Base - Stain Grade			\$ 20.00	ln/ft	\$ -
	Wood Cove Base - Paint Grade			\$ 10.00	ln/ft	\$ -
22	MILLWORK					
23	Countertops - laminate			\$ 110.00	ln/ft	\$ -
24	Countertops - hard surface			\$ 150.00	ln/ft	\$ -
25	Check-Writing Counter - laminate			\$ 50.00	ln/ft	\$ -
25	Base cabinets - bldg standard			\$ 122.00	ln/ft	\$ -
25	Wall Cabinets - bldg standard			\$ 127.00	ln/ft	\$ -
27	Base cabinets - non bldg standard			\$ 190.00	ln/ft	\$ -
28	Wall Cabinets - non bldg standard			\$ 180.00	ln/ft	\$ -
	Custom receptionist desk			\$ 4,250.00	ea	\$ -
	CHAIR RAIL - Stain Grade			\$ 25.00	ln/ft	\$ -
	GLOVE LEDGE - Stain Grade			\$ 25.00	ln/ft	\$ -
29	P-Lam Shelf			\$ 35.00	ln/ft	\$ -
30	Melamine Shelf			\$ 20.00	ln/ft	\$ -

