

Second Renewal and Amendment of Lease Agreement

(Subway/Houston St. Garage)

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

1. Identifying Information.

Original Authorizing Ordinance: 2013-06-06-0390

Authorizing Ordinance for First Renewal: Per Section 4.02 of Lease, the Authorizing Ordinance negates the need for an additional ordinance to approve the renewal provided the renewal is pursuant to the terms of the Lease

Ordinance Authorizing Second Renewal XXX

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: Subway Real Estate, LLC

Tenant's Address: 1 Corporate Drive, Shelton, Connecticut 06484, with a notice copy to 4242 Medical Drive, #5201, San Antonio, TX 78229; and the Premises

Lease: Approximately 1,870 square feet of net rentable area located at 240 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

1st Renewal: Renews the lease agreement for a period of 5 years.

Beginning of 1st Renewal Term: January 1, 2019

Expiration of 1st Renewal Term: December 31, 2023

2nd Renewal: Renews the lease agreement for a period of 5 years.

**Beginning of 2nd
Renewal Term:** January 1, 2024

**Expiration of 2nd
Renewal Term:** December 31, 2028

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 Renewal Term through and including the Expiration of Renewal Term. The Extended Lease Term is five (5) years until December 31, 2028.

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:

Lease Period	Monthly Rent	Total Due
July 1, 2023 - October 31, 2023	\$0.00	\$0.00
November 1, 2023 - November 30, 2023	\$2,197.24	\$2,197.24
December 1, 2023 - December 31, 2023	\$4,205.94	\$4,205.94
January 1, 2024 - December 31, 2024	\$4,332.12	\$4,332.12
January 1, 2025 - December 31, 2025	\$4,462.08	\$4,462.08
January 1, 2026 - December 31, 2026	\$4,595.95	\$4,595.95
January 1, 2027 - December 31, 2027	\$4,733.82	\$4,733.82
January 1, 2028 - December 31, 2028	\$4,875.84	\$4,875.84

5. Amendments.

5.01. Section 1. Basic Information, Definitions of the Lease is hereby amended to remove hot and cold water from Essential Services. Landlord and Tenant agree that hot and cold water for the lavatories are the responsibility of the Tenant to maintain as further specified in Section 5, item 5.05 of the Lease. Lighting in the Common Areas shall remain as an Essential Service.

6. Brokerage Commission.

Upon execution and delivery of this Renewal, Landlord must pay a commission equal to 3.5% of the total Annual Rent to be paid throughout the life of this Renewal to Providence Commercial Real Estate Services, Inc.

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

Subway Real Estate, LLC, a Delaware limited liability company

City of San Antonio, a Texas municipal corporation

By:  _____
3639D8CEAC84486...

Signature: _____

Printed Name: Kristine Zaniewski

Printed Name: _____

Title: Duly Authorized

Title: _____

Date: 31-Jan-2024

Date: _____

Approved as to Form:

City Attorney