

The Following Amendment Template and Discretionary
Disclosure Form Was Signed by La Villita Tenants

To View Signed Copies, Please call 210-207-6003

SECOND AMENDMENT OF LEASE AGREEMENT
La Villita Historic Arts Village
d/b/a

WHEREAS, the City of San Antonio, a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. , passed and approved by the City Council on , as LANDLORD ("**CITY**"), entered into that certain **Lease Agreement** effective ("**LEASE**") with **d/b/a** ("**TENANT**"), for the lease of the following described premises located within the area commonly known as La Villita Historic Arts Village, San Antonio, Bexar County, Texas to-wit:

A portion of the real property and improvements owned by **CITY** located at 418 Villita Street, San Antonio Bexar County, Texas within the area commonly known as La Villita Historic Arts Village (said real property and improvements hereinafter referred to as the "**Leased Premises**"). Said **Leased Premises** contain approximately square feet and is identified as Building in Exhibit A, attached hereto and incorporated by reference herein for all purposes; and

WHEREAS, aforementioned Lease Agreement with **d/b/a** was amended by the City of San Antonio acting by and through its City Manager pursuant to Ordinance No. 2007-06-07-0659 on June 7, 2007; and

WHEREAS, said Ordinance No. 2007-06-07-0659 amended the Term of the Agreement, Rental Rates, and Insurance Provisions; and

WHEREAS, staff is recommending that leases in La Villita Historic Arts Village be extended for an additional one (1) year period to have the opportunity to incorporate any recommendations from the Retail Management Study; and

WHEREAS, amending the **LEASE** is in **CITY** and **TENANT'S** best interest; **NOW THEREFORE**,

In consideration of the mutual covenants and agreements set forth below the parties agree as follows:

1. **AMENDING THE TERM:** Article 3 of the **Lease Agreement** is amended to include the following provisions:
 - 3.1 The term of this **Lease Agreement**, as amended, is extended for a one (1) year period beginning July 1, 2008 and terminating June 30, 2009, unless it is sooner terminated under the provisions hereof. **TENANT** acknowledges that no promise to extend or renew this **Lease Agreement** beyond this term is made or implied.
2. **RENTAL RATES:** Article 4 of the above-referenced **Lease Agreement** outlines the monthly rental rates. The monthly rental rates for the term of the **Lease Agreement** are amended to include the following:

Amendment Term	Rent	Promotions	Utilities	Total
July 1, 2008 – June 30, 2009	\$	\$	\$	\$

3. **OTHER TERMS:** All other terms and provisions of the **Lease Agreement** remain unchanged by this amendment.

4. **ACKNOWLEDGEMENT OF READING:** The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatsoever competent advice and counsel which was necessary for them to form a full and complete understanding of their rights and obligations herein, and having done so, do hereby execute this **Lease Amendment**.

EXECUTED this _____, 2008.

LESSOR:

**CITY OF SAN ANTONIO,
A Texas Municipal Corporation**

LESSEE:

d/b/a

By: _____
City Manager

Printed Name, Title

ATTEST:

City Clerk

Signature

Address

APPROVED AS TO FORM:

City Attorney

City, State, and Zip Code

Area Code/Telephone Number

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity that is a party to the discretionary contract:

(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):

No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract:

No subcontractor(s); or

List subcontractors:

(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract:

No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title: Company or D/B/A:	Date:
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² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.