

**FIRST AMENDMENT AND EXTENSION TO THE
AMENDMENT AND RESTATEMENT OF THE HENRY B. GONZALEZ CONVENTION
CENTER(BUSINESS CENTER) LEASE AGREEMENT**

BETWEEN THE CITY OF SAN ANTONIO AND THE UPS STORE, INC.

This First Amendment (“First Amendment”) to the Amendment and Restatement of the Henry B. Gonzalez Convention Center (Business Center) Lease Agreement is entered into, pursuant to Ordinance Number 2017 – __ – __ – ____ passed and approved on _____, 2017, by and between the CITY OF SAN ANTONIO (“City”) and TEXAS BADGER DEVELOPMENTS–1, L.L.C., d/b/a “The UPS Store, Inc.,” (“Tenant”) together referred to as the “Parties.”

RECITALS

- A. City and Tenant entered into the Amendment and Restatement of the Henry B. Gonzalez Convention Center (Business Center) Lease Agreement (the “Agreement”) pursuant to Ordinance 2013-11-21-0787, passed and approved on November 21, 2013.
- B. Prior to the effectiveness of this First Amendment, the Agreement terminates at midnight central standard time on December 31, 2017.
- C. The Parties desire to extend the Agreement and amend the terms and conditions of the Agreement, as further described below.

AMENDMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Agreement, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. Renewal. Per Section 3.2 of the Agreement, the Term is extended for a period of five (5) years, commencing at 12:01 central standard time on January 1, 2018 and shall terminate at midnight central standard time on December 31, 2022.
2. Amendments. The Agreement is amended as follows:

Section 7.20 shall be added as follows:

“Tenant will implement a Secret Shopper Program and report results to the City a least two (2) times annually.”

Section 7.21 shall be added as follows:

“Tenant will implement additional customer service training to its employees in order to achieve the highest level of exceptional customer service to visitors of the Convention Center.”

Section 10.2 shall be amended by adding the following sentence to the end of the Section:

“City shall provide interior signage to be placed on the Convention Center’s digital sign network.”

3. No Other Changes. Except as specifically set forth in this First Amendment, all of the terms and conditions of the Agreement shall remain the same and are ratified and confirmed.

4. Counterparts. This First Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute one instrument.

IN WITNESS HEREOF, the Parties have executed in duplicate originals this First Amendment on the _____ day of _____ 2017.

CITY OF SAN ANTONIO
a municipal corporation

**TEXAS BADGER DEVELOPMENTS-1,
L.L.C.**
a Texas corporation

Sheryl L. Sculley
City Manager

Name: _____
Title: _____

ATTEST:

Leticia Vacek
City Clerk

APPROVED AS TO FORM:

City Attorney