

Amendment of La Villita Lease

(Bird and Pear, LLC, La Villita Building 10)

This Amendment of the La Villita Lease is between Lessee and the City of San Antonio ("Lessor"), pursuant to the Ordinance Authorizing Renewal.

1. Identifying Information.

Lessee: Bird and Pear, LLC

Lessee's Address: 418 Villita St. Building. 10

Lease:

Ordinance Authorizing

Original Lease: 2017-06-15-0437

Ordinance Authorizing

First Renewal: 2020-06-18-0415

Ordinance Authorizing

Second Renewal

Beginning of Renewal

Term: July 1, 2021

Expiration of Renewal

Term: June 30, 2022

2. Defined Terms.

2.1 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.

3. Term.

3.1 The term of the lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

4. Rental.

4.1 The table found under Section 3.02. is deleted in its entirety and replaced with the following:

Term	Monthly Base Rent	Monthly Utilities	Monthly CAM	Monthly Total
July 1, 2021 – June 30, 2022	\$1,710.00	\$389.07	\$172.92	\$2,271.99

4.2 The paragraph found under Section 3.03 is deleted in its entirety and replaced with the following:

On the anniversary of the commencement of the Renewal Term (if applicable) base rent will increase 2% and CAM and Utilities will increase 2.5%.

5. No Default.

5.1 Neither Lessor nor Lessee 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.

6. Same Terms and Conditions.

6.1 This renewal instrument 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 Lessor and Lessee. Lessor and Lessee reaffirm the Lease as modified by this agreement and represent to each other that, except as expressly stated in this instrument, 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.

7. Non-Discrimination

7.1 As a party to this contract, Lessee understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

8. Public Information.

8.1 Lessee 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.

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In Witness Whereof, the parties have caused their representatives to set their hands.

Lessor

Lessee

City of San Antonio, a Texas municipal corporation

Lessee Name

Signature



Signature

Printed Name

Elizabeth Leatherbury

Printed Name

Date

May 17, 2021

Date

Attest:

City Clerk

Approved as to Form:

City Attorney