

# 1<sup>st</sup> Amendment of Lease

(UHS to City)

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This instrument is entered into between Landlord and Tenant, pursuant to the Ordinance Authorizing the 1<sup>st</sup> Amendment of Lease.

## 1. Identifying Information.

### Ordinance Authorizing 1<sup>st</sup> Amendment of Lease:

**Landlord:** Bexar County Hospital District d/b/a University Health System

**Landlord's Address:** 4502 Medical Drive, San Antonio, Texas 78229  
(Attention: President and CEO)

**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Center City Development & Operations Department)

**Commencement Date:** January 1, 2009

**Initial Term:** 20 years

**Premises:** The designated Portion of the Building located at 210 Mel Waiters, formerly 210 N. Rio Grande, (Eastside Branch Clinic), 302 Dora (Kenwood Clinic) and 4503 S. Zarzamora (Zarzamora Clinic).

**Ordinance Authorizing Lease:** 2008-12-11-1154

## 2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Lease have the meanings previously ascribed to them.

## 3. Amendment.

3.01. The Lease is hereby amended by deleting Exhibit A, Eastside Branch Clinic, in its entirety.

3.02. Section 1, Premises, is hereby revised by deleting "1. Eastside Branch Clinic, 210 N. Rio Grande".

3.03. Section 4.01 is hereby amended by deleting the Eastside Building and parties' respective Sharing Ratios.

#### **4. 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.

#### **5. 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.

#### **6. Public Information.**

Tenant 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.

**Tenant**

**City of San Antonio**, a Texas  
municipal corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Landlord**

**Bexar County Hospital District**  
**d/b/a University Health System**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney