

**Second Amendment and Extension to Lease Agreement  
(5512 S.W. Military, D-4 Senior Center Lease)**

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This Second Amendment and Extension to Lease Agreement is entered into between Landlord and Tenant as of the later of the two signatures at the end:

**1. Identifying Information.**

**Original Authorizing Ordinance:** 2009-04-16-0295

**First Amendment to Lease Agreement:** 2011-06-02-0442

**Current Authorizing Ordinance:**

**Landlord:** Cronus Enterprises LLC

**Landlord's Address:** 5632 Van Nuys Blvd., Unit 1103, Sherman Oaks, California 91401

**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966

**Premises:** The real property located at 5512 S.W. Military Drive, as more particularly described as Lot 15, NCB 15285, Advance Subdivision UT-2, San Antonio, Bexar County, Texas, including the approximately 7000 square feet building and the adjoining surface parking lot, as depicted in **Exhibit A** of the 1<sup>ST</sup> Amendment to Lease Agreement.

**Commencement Date:** January 1, 2020

**Renewal Term:** Ten (10) year term set to expire December 31, 2029

**Binding Date:** This agreement is binding on the parties on the later of: (A) the effective date of the Authorizing Ordinance; or (B) the later of the signatures of the two Parties.

## 2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to "Lease" in this amendment include the original Lease.

## 3. Renewal and Extension.

The Term of this Lease shall be extended. The renewal term shall commence on January 1, 2020 for a ten year term to expire on December 31, 2029.

## 4. Rent.

Base Rent and Additional Rent as they are defined in the original Lease agreement authorized by Ordinance 2009-04-16-0295 shall be amended by eliminating Base Rent and Additional Rent amount. Instead, the monthly Rent due each month shall be in accordance with the following rent table:

Term	Monthly Rent
1-1-20 thru 12-31-20	\$16,861.65
1-1-21 thru 12-31-21	\$16,919.15
1-1-22 thru 12-31-22	\$16,978.09
1-1-23 thru 12-31-23	\$17,038.50
1-1-24 thru 12-31-24	\$17,100.42
1-1-25 thru 12-31-25	\$16,385.57
1-1-26 thru 12-31-26	\$16,450.63
1-1-27 thru 12-31-27	\$16,517.31
1-1-28 thru 12-31-28	\$16,585.66
1-1-29 thru 12-31-29	\$16,655.72

## 5. Tenant Improvements.

Landlord will, at its sole cost and expense, complete the following Tenant requested improvements ("Landlord's Work") no later than March 31, 2020:

- (a) Replace five commodes with new power-flush-assisted and American with Disabilities Act compliant commode units in the restrooms.
- (b) Replace the carpet in the space with the Vinyl Composition Tile (VCT), strip and wax new VCT, and replace all flooring in exercise room with the same original selection.
- (c) Install new cove base in rooms where flooring is replaced. All other flooring to remain as-is.
- (d) Repaint classrooms, offices, restrooms, and the large main room.
- (e) All Landlord's Work will completed after business hours and/or weekends.

**6. Termination.**

Tenant may terminate this Lease on or after November 30, 2024 with 120 days written notice to the Landlord.

**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 the date of the Landlord's signature on this amendment.

**8. Same Terms and Conditions.**

Except as specifically set forth in this First Amendment and Extension to Retail Lease Agreement, all the terms and provisions of the Lease shall remain unmodified and in full force and effect.

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

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

**Cronus Enterprises LLC**

By: \_\_\_\_\_

By: Mng. MBR.

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

Printed  
Name: JERRY PIKOVER

Signature: \_\_\_\_\_

Signature: Jerry Pikover

Date: \_\_\_\_\_

Date: 11/08/19

**Attest:**

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

**Approved as to Form:**

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