

First Amendment of La Villita Restaurant Lease

(Tanya Gomez Clark d/b/a La Villita Café – Building #9)

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

1. Identifying Information.

Lessee: Tanya Gomez Clark d/b/a La Villita Café

Lessee’s Address: 418 La Villita, San Antonio, Texas 78205

Lease: Building #9 located at 418 Villita Street that consists of a total area of 1,713 square feet, and to the extent applicable, temporary concession stand areas that received prior written approval from the Director.

Ordinance Authorizing

Original Lease: 2015-06-18-0557

Ordinance Authorizing

First Renewal:

Beginning of First

Renewal Term: August 1, 2018

Expiration of First

Renewal Term: July 31, 2020

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 First Renewal Term through and including the Expiration of First Renewal Term.

4. Rental.

Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:

4.1 The rental may be paid in one lump sum in advance or in monthly installments in advance on the first day of each month in accordance with the following payment schedule:

| Term | Base Rent | | Cam | | Utilities | | Total |
|----------------|-----------|-------------------|--------|-------------------|-----------|-------------------|------------|
| | Rate | Monthly Sub-Total | Rate | Monthly Sub-Total | Rate | Monthly Sub-Total | |
| 8/1/18-7/31/19 | \$0.81 | \$1,387.53 | \$0.12 | \$205.56 | \$0.26 | \$445.39 | \$2,038.47 |
| 8/1/19-7/31/20 | \$0.83 | \$1,421.79 | \$0.12 | \$205.56 | \$0.27 | \$462.51 | \$2,089.86 |

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.

Remainder of Page Left Intentionally Blank

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

Lessor

Lessee

City of San Antonio, a Texas municipal corporation

Tanya Gomez Clark d/b/a La Villita Café

By: _____

By: T Clark _____

Printed Name: _____

Printed Name and Title: T Clark - President

Title: _____

Date: _____

Date: 5/22/13

Attest:

City Clerk

Approved as to Form:

City Attorney