# Amendment #1 of Lease Agreement

(Instituto de Mexico)

This Amendment of Lease Agreement is between Lessee and the City of San Antonio ("CITY"), pursuant to the Ordinance Authorizing Amendment.

## 1. Identifying Information.

Lessee: The Instituto de Mexico

Lessee's Address: 600 Hemisfair Park, San Antonio, Texas 78205

Lease: The museum building located at 600 Hemisfair Park,

specifically Buildings 329-332, containing approximately

16,667 square feet, and authorized by the Ordinance

Authorizing Original Lease

**Ordinance Authorizing** 

Original Lease:

100488

Ordinance Authorizing

Amendment:

Beginning of Extended

Term:

March 1, 2015

**Expiration of Extended** 

Term:

February 28, 2021

### 2. Defined Terms.

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 and Termination.

The original term of the Lease began March 1, 2005 and ended February 28, 2015. This amendment extends the term end date to February 28, 2021. The original Termination Without Cause provision allowed either party to terminate the Lease with two hundred seventy (270) days' prior written notice to the other party. This amendment revises the Termination Without Cause provision to increase the required number of days prior written notice from 270 to 365, and to include that, upon Termination Without Cause, CITY will work with Lessee to identify a long term solution for an alternative building location in San Antonio where the Lessee is able to move in and continue with its activities.



### 4. No Default.

Neither CITY 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 amendment.

### 5. Same Terms and Conditions.

This amendment instrument 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 CITY and Lessee. CITY and Lessee reaffirm the Lease as modified by this agreement. CITY 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.

### 6. Public Information.

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.

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

Landlord	Tenant
City of San Antonio, a Texas municipal corporation	The Instituto de Mexico, through the Government of Mexico
Ву:	Ву:
Carlos J. Contreras, III	Printed Name: Jose Aprovio LARios
Assistant City Manager	Printed Name: Jose Aprovio LARIOS  Title: Consul of Hexico
Date:	Date: 10 3 2015
Attest:	
City Clerk	S CASS
Approved as to Form:	
City Attorney	CONSULADO GRAL. DE MEXIGE

SAN ANTONIO, TEXAS