

2nd Extension of Lease Agreement

(6723 S. Flores - WIC Clinic)

This 2nd Extension of Lease Agreement is entered into between Landlord and Tenant.

1. Identifying Information.

Ordinance Authorizing

2nd Extension:

Landlord: Real Futures, LLC, a Texas limited liability company

Landlord's Address: c/o D.H. Realty Partners, Inc., Property Manager, 801 N. St. Mary's Street, San Antonio, Texas 78205

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Leasing Manager, Center City Development Office)

Lease: Lease Agreement between Landlord and Tenant dated September 1, 2003, pertaining to approximately 6,000 square feet of space, constituting Suite 101 of the building located at 6723 S. Flores St., San Antonio, Texas.

Ordinance Authorizing
1st Extension: 2013-08-29-0562

Beginning of Renewal
Term: December 1, 2018

Expiration of Renewal
Term: November 30, 2023

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. References to "Lease" in this Extension of Lease include the original Lease.

3. Term, Extension, Renewal.

3.01. The term of the Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term. The Extended Lease Term is a five (5) years.

3.02. Tenant shall have the option to renew and extend this lease at the end of the Extended Lease Term for an additional five (5) year period as provided in the original Lease.

4. Rent.

From the Beginning of Renewal Term through and including the Expiration of Renewal Term, Tenant shall pay to Landlord monthly rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent, as follows:

Year	Annual Base Rent Rate	Monthly Base Rent
December 1, 2018 – November 30, 2020	\$17.40 S.F.	\$8,700.00
December 1, 2020 – November 30, 2022	\$18.00 S.F.	\$9,000.00
December 1, 2022 – November 30, 2023	\$18.60 S.F.	\$9,300.00

5. Improvements to Premises.

Not later than January 15, 2019, Landlord shall complete at its sole cost and expense the following Improvements to Premises:

- a) Paint all common area walls.
- b) Provide and install new transaction tops at pony walls to match the existing rounded corners.
- c) Provide and install clear corner guards at all common area wall corners.
- d) Repair the damaged wall in the women’s restroom and install a door stop.
- e) Seal the panel joint at Manager’s closet and paint closet.
- f) Secure the loose electric plug.
- g) Provide and install hand dryers in all restrooms.
- h) Replace all HVAC equipment.

6. Warranty, Repair and Maintenance of HVAC Equipment.

Landlord, at Landlord’s sole cost and expense, agrees to warrant, maintain and repair, all of the HVAC systems serving the Premises.

7. Brokerage Commission.

Upon execution and delivery of this Extension, Landlord must pay a commission equal to 3% of the total Base Rent to be paid throughout the life of this Extension to Providence Commercial Real Estate Services, Inc.

8. 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 Extension.

9. Same Terms and Conditions.

This Extension is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Extension, 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 Extension conflicts with the Lease, this Extension controls.

10. Public Information.

Landlord 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.

Tenant

Landlord

City of San Antonio, a Texas municipal corporation

Real Futures, LLC, a Texas limited liability company

By: _____

By: *[Signature]*

Printed Name: _____

Printed Name: RENÉ G. JARO

Title: _____

Title: COUNSEL

Date: _____

Date: 31 OCT 2010

Attest:

City Clerk

Approved as to Form:

City Attorney