

Renewal, Amendment and Extension of Lease Agreement

(WIC MHC and Council District 2 office space at 4343 and 4351 Rittiman Road)

1. Identifying Information.

Ordinance Authorizing Renewal and Extension:

Landlord: Warfield, a Texas General Partnership

Landlord's Address: c/o Ernest Soble Commercial Properties, Inc., P.O. Box 790885, San Antonio, Texas 78279-0885

Tenant: City of San Antonio

Tenant's Address and location for payment of rent: P.O. Box 829966, San Antonio, Texas 78283-3966 (Attention: Director, Center City Development and Operations)

Lease: Lease Agreement between Landlord and Tenant pertaining to Premises A (approximately 4,500 rentable square feet of the building located at 4343 Rittiman Road and 20 surface parking spaces located adjacent to the building) and Premises B (approximately 632 rentable square feet of the building located at 4351 Rittiman Road and 3 surface parking spaces), jointly and individually referred herein as Premises and amended herein to remove Premises B from the Leased Premises, thereby making Premises A the entirety of the Premises as graphically depicted on Exhibit A, which is incorporated by reference for all purposes as if fully set forth.

**Ordinance Authorizing
Original Lease:** 2010-04-29-0351

Beginning of Renewal Term September 29, 2015

Expiration of Renewal Term September 30, 2020

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. Renewal, Amendment and Extension.

The Original Lease is amended to remove approximately 632 rentable square feet identified as Premises B in the Original Lease from the Leased Premises for a total square footage of 4,500 rentable square feet comprising Premises A. The term of the Original Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term. Landlord acknowledges delivery of Premises B in satisfactory condition with no obligation for Tenant to make any repairs or any further financial obligation on Tenant's behalf pertaining to Premises B.

4. Rent.

From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must pay to Landlord the following rent at the place, at the intervals, and in the manner described in the Original Lease for the payment of rent: \$4,290.00.

5. No Default.

Neither Landlord nor Tenant is in default under the Original 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 and extension.

6. Same Terms and Conditions.

This renewal and extension instrument is a fully integrated statement of the modifications to the Original Lease. Except as expressly modified by this renewal and extension, the Original Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Original 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.

7. Public Information.

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.

City of San Antonio, a Texas municipal corporation

Warfield, a Texas general partnership,
by and through its managing agent, **Ernest Soble Commercial Properties, Inc.**

By:_____

Printed

Name:_____

Signature:_____

Stephen M. Soble, President

Title:_____

Date:_____

Date:_____

Attest:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

WIC CLINIC - (14,500 S.F.)
 4303 RITTMAN
 11/4/09
 7/29/09 REVISED
 01/4/09 REVISED

