

**SAN ANTONIO INTERNATIONAL AIRPORT
LEASE AMENDMENT NO. 1**

THIS AMENDMENT is made in multiple originals and entered into by and between the **City of San Antonio** ("City" or "Lessor"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. _____, passed and approved on _____, and **Cutter Aviation San Antonio, Inc.**, an Arizona corporation (hereinafter "Lessee") acting by and through its Board of Directors.

WHEREAS, City and Lessee entered into a San Antonio International Airport ("SAT") Lease for ground and hangar space located at 367 Sandau Road at the San Antonio International Airport, dated March 17, 2014, as authorized by Ordinance Number 2014-03-06-0136; and

WHEREAS, the Lease will expire on March 31, 2019; and

WHEREAS, City and Lessee wish to extend the lease for one additional year; **NOW THEREFORE**,

In consideration of the terms covenants, agreements and demises herein contained and for other good and valuable consideration, each to the other given, the receipt and sufficiency of which is hereby mutually acknowledged, City and Lessee agree to amend the Lease as follows:

1. ARTICLE 5--LEASE TERM is amended as follows:

The term of the lease is extended for a period of one year, commencing on April 1, 2019 and expiring at midnight on March 31, 2020. This extended Lease term may be terminated by the Lessee upon 30 calendar days' written notice.

2. ARTICLE 3--RENTAL is amended as follows:

The rental table contained in Section 3.1 is replaced by the following, reflecting rental payments for the extended term:

DESCRIPTION	QUANTITY	RATE	MONTHLY DUE	ANNUAL DUE
Ground Space	108,769 sq. ft.	\$0.46	\$4,169.48	\$50,033.74
Hangar 1, Bldg. 1020	16,054 sq. ft.	\$2.81	\$3,759.31	\$45,111.74
Hangar 2, Bldg. 1021	10,848 sq. ft.	\$2.44	\$2,205.76	\$26,469.12
TOTAL			\$10,134.55	\$121,614.60

3. This Amendment sets forth the entire agreement between the parties. Except as amended herein, all of the terms and provisions of the Agreement between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Agreement and this Amendment, the later provisions shall govern and control.
4. This Amendment shall be effective upon execution by all parties.

EXECUTED by City and Lessee as indicated below.

**CUTTER AVIATION SAN ANTONIO,
INC.**

CITY OF SAN ANTONIO

By: 

By: _____
Erik J. Walsh, City Manager

Steven Prieser
Print Name

Date: _____

Its: CFO

APPROVED AS TO FORM:

Date: 3/4/2019

City Attorney