

# Fifth Amendment to Lease Agreement

(International Center – BIGA Restaurant)

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This 5<sup>th</sup> Amendment of Office Lease (Amendment) is entered into between Landlord and Tenant.

## 1. Identifying Information.

### **Ordinance Authorizing 5<sup>th</sup> Amendment:**

**Landlord:** City of San Antonio

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

**Tenant:** BIGA International, L.P.  
By and through its General Partner, TEAM BIGA, L.L.C.

**Tenant's Address:** 3510 North St. Mary's Street, Suite 210  
San Antonio, Texas 78212

**Lease:** Lease Agreement between Landlord and Tenant authorized pursuant to Ordinance 89913 passed and approved by City Council on June 10, 1999

**Premises:** Approximately 10,049 of usable square feet within a structure commonly known as the International Center located at 203 South St. Mary's Street, San Antonio, Texas.

**Additional Premises:** Approximately 175 rentable square feet (RSF) of the International Center located at 203 South St. Mary's Street, San Antonio, Texas, as graphically depicted in **Exhibit A-3** ("Expansion Area"), plus an additional 4,400 RSF on the 3<sup>rd</sup> floor of the International Center ("Ballroom Area"), as graphically depicted in **Exhibit A-3**, increasing the total Premises size to 15,830 RSF.

**Binding Date:** This Amendment is binding on the parties on the effective date of the Ordinance Authorizing 5<sup>th</sup> Amendment.

**Renewal Term:** Ten years commencing April 1, 2020 and ending March 31, 2030

## **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 Amendment include the original Lease.

The following terms are created or further defined as a result of this Amendment:

User(s) – are limited to the following:

- City of San Antonio (including groups affiliated or sponsored by the City of San Antonio)
- North American Development Bank or its successors
- VisitSA or its successors

Ballroom Area – refers exclusively to the entirety of the 3<sup>rd</sup> floor portion of the Premises consisting of 4,400 rentable square feet. TENANT shall have the authority to provide services to any customer retaining TENANT for services within the Ballroom Area at any time without limitations, subject only to reasonable rules and regulations imposed by LANDLORD to limit the noise emitting for the Ballroom Area during typical business hours. Recognizing that LANDLORD previously operated the Ballroom Area, LANDLORD agrees to refer any potential customers for the Ballroom Area, known to LANDLORD, to TENANT.

Banquet Space – any reference to this term shall have the meaning as provided in the initial lease agreement and any subsequent amendments with the intent to be that the Banquet Space is separate and apart from the Ballroom Area and has a separate and distinct method of calculating rent due for the Banquet Space. Nothing in this Amendment will alter the terms and conditions for the Banquet Space established by the initial lease or the amendments thereto entered into prior to the date of this amendment except as specifically provided for herein.

Ballroom Area Percentage Rent – limited to rent paid for the Ballroom Area only, Ballroom Area Percentage Rent is limited to 20% of any income collected by TENANT derived from use of the Ballroom Area, but specifically excluding any sales taxes generated from such income. All payments of rent related to Ballroom Area Percentage Rent shall be due and owing not later than 60 days from the 1<sup>st</sup> of the month occurring after the month in which the Ballroom Area event occurred.

## **3. Demise of Premises.**

3.01. Article I. DEMISE OF PREMISES, Section 1.1, is hereby amended to add the following:

LANDLORD further leases to TENANT, and TENANT further leases from LANDLORD the following Additional Premises:

- 175 rentable square feet (“RSF”) of the International Center structure (“Expansion Area”), as an additional part of the Leased Premises, as graphically depicted on **Exhibit A-3** attached hereto and made a part hereof; and

- 4,400 RSF located on the 3<sup>rd</sup> floor of the International Center structure (“Ballroom Area”), as an additional part of the Leased Premises, as graphically depicted on **Exhibit A-3** attached hereto and made a part hereof.

LANDLORD and TENANT agree that the 4,575 RSF in the Additional Premises is 4,575 RSF and will not require additional measurement. The parties acknowledge that the Feasibility Period referenced in Section 1.3 shall not apply to the Expansion Area or Ballroom Area. “Leased Premises” shall include the Expansion Area and Ballroom Area, unless otherwise noted in this Amendment. LANDLORD reserves the right to use the Ballroom Area during any calendar year from the Binding Date through the end of the Renewal Term at no charge to LANDLORD or User and subject to the following usage limitations:

- City of San Antonio, 30 times
- North American Development Bank, 10 times
- VisitSA, 15 times

User’s terms of use for Ballroom Area:

- Not less than 21 days prior to the date of the event being requested, User shall notify TENANT requesting use of the Ballroom Area. Any requests not within the 21 day prior notice period shall be subject to TENANT’s rejection of the request for any reasonable reason.
- If User requests food or beverages beyond water service for any event, then User must contract for these services through TENANT at the TENANT’s prevailing rates.
- To the extent available, and with no obligation for TENANT to procure services beyond what is available, TENANT shall provide audio visual equipment, microphones and podium, tables, chairs and linens at no charge to User, however, any setup or breakdown for the event, including removal of all trash and cleaning of the Ballroom Area shall be done by staff of the LANDLORD, at no cost to TENANT subject to the limitations established in Exhibit D. Usage at no charge is limited to events Monday thru Friday and must be completed by 4:00 PM.

3.02. LANDLORD and TENANT acknowledge and agree that usable square feet should be revised to reflect RSF in accordance with market standards. LANDLORD and TENANT agree that Usable Square Feet as occupied are hereby amended to Rentable Square Feet for all purposes, as listed in the following table:

<b>Area</b>	<b>Usable Square Feet</b>	<b>Rentable Square Feet</b>
Restaurant Space	5,687	6,369
Office Space	1,041	1,166
Banquet Space	3,113	3,487
Storage Space	208	233
Expansion Area	N/A	175
Ballroom Area	N/A	4,400

	Total	15,830
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#### **4. Amendment, Termination, Renewal & Extension.**

4.01. The Renewal Term is hereby amended to a ten (10) year period.

4.02. The first sentence in Article III. TERM OF LEASE/RENEWAL, Section 3.1.2, is hereby deleted in its entirety and replaced with the following:

The Initial Term of this Lease Agreement shall be for a period of twenty (20) years (“Initial Term”), beginning on the Commencement Date with one (1) ten (10) year option to extend, subject to San Antonio City Council approval.

4.03. The first sentence in Article III. RENEWAL AND EXTENSION, Section 3.3, is hereby deleted in its entirety and replaced with the following:

Execution of this 5<sup>th</sup> Amendment constitutes that TENANT is not in default hereunder, beyond any applicable cure period, and that TENANT is seeking extension of this Lease for one (1) consecutive ten (10) year term (“Renewal Term”) following the end of the Initial Term, subject to approval of the San Antonio City Council by passage of an ordinance. There are no further options to extend this Lease beyond the Renewal Term.

4.04 The following new section is added to Article III. RENEWAL AND EXTENSION:

**3.04** Effective June 30, 2021, LANDLORD and TENANT shall have the mutual right to terminate the Ballroom Area portion only of the Leased Premises upon not less than 120 days prior written notice to the other party (“Termination Notice”). If the Termination Notice is not sent timely to the other party to meet the notice requirements of the Lease by March 1, 2021, then the Lease shall remain in effect without change for the remainder of the Term. TENANT may terminate the Ballroom Area of the Leased Premises for any reason; however LANDLORD may only terminate the Ballroom Area portion of the Leased Premises if any of the following occur: (i) the TENANT is in default of the Lease; (ii) the TENANT is more than 30 days in arrears as of March 31, 2021 for payment of the Guaranteed Monthly Rent or 60 days for any other portion of the Rent; or (iii) the TENANT did not generate at least \$60,000 in annual Ballroom Area Percentage Rent for the 12 month period ending January 31, 2021 or, will not generate at least \$60,000 in Ballroom Area Percentage Rent during the 12 month period ending December 31, 2021.

#### **5. Transfer of Personal Property.**

Effective as of the Binding Date, furniture fixtures and equipment (FFE) owned by the City of San Antonio and used in the operation of the Ballroom will transfer to the TENANT. A complete list of the FFE is attached hereto and incorporated herein as Exhibit B. TENANT shall be solely responsible for the repair and maintenance of the FFE and in the event any of the FFE is replaced during the term of this Lease, TENANT shall be responsible for its replacement with similar equipment. In the event TENANT elects to terminate the Ballroom Area portion of the Premises as provided in Section 4.04 above, then ownership of the FFE will revert back to the

City of San Antonio with all FFE to be returned in good working order and condition. In the event the TENANT does not elect to terminate the Ballroom Area portion of the Premises, then the FFE shall become the property of TENANT at the end of the Renewal Term.

## **6. Amendment, Rent.**

6.01. Article V. RENT, Section 5.1 is hereby revised to read as follows:

TENANT, in consideration of said demise, does hereby covenant and agree with LANDLORD to pay LANDLORD without deduction or set-off of any kind, unless otherwise stated herein, (and without notice or demand, both of which are expressly waived herein), (A) Guaranteed Monthly Rent for the Restaurant/Office Space, Storage Space, and Expansion Area, plus (B) Banquet Space Percentage Rent for the for the Banquet Space, (C) Monthly Base Rent and Percentage Rent for the Ballroom Area, (D) as well as any additional rent as may be set forth hereafter, during the Initial Term and any Renewal Term, as such may adjusted during any such Renewal Term, and for the use and occupancy of the Leased Premises, at the time and in the manner hereinafter provided.

6.02. Effective as of commencement of the 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, the Guaranteed Monthly Rent (Monthly Rent) of \$19,432.50, including CAM, and Utility Rent (gas and chilled water), plus Banquet Space Percentage Rent as provided in the Lease of 9% on all Gross Sales up to \$1,000,000 annually and 8.25% of all Gross Sales in excess of \$1,000,000 annually. In the event the Banquet Space is incorporated into the Restaurant Space as evidenced by the Banquet Space being used for more than seven consecutive days for the purpose of serving meals in the same manner as served in the Restaurant Space, then the Banquet Space rent shall be adjusted to be calculated based on the rate then in effect on a per rentable square foot basis for the Restaurant Space.

6.03. From the 1<sup>st</sup> of the month occurring after the Binding Date through the Commencement of the Renewal Term, TENANT shall pay monthly rent for the Leased Premises excluding the Ballroom Area and Banquet Space, in the amount of \$16,539.05 which represents all rent due under the Lease except for the Ballroom Area, as provided in section 6.06 below, and Banquet Space Percentage Rent as provided in Lease Article V, RENT, Section 5.1 C, as amended. The parties mutually agree to waive any claims against the other for underpayment or overpayment of Rent occurring prior to the Binding Date, except for:

- Banquet Space Percentage Rent due and owing but not yet accounted for commencing after January 1, 2019;
- Chilled Water charge of \$1,250 for the month of January 2019; and
- Utility billing of \$990 per month accumulating as of the last date the TENANT was actually billed for natural gas usage through the end of the month in which the Binding Date occurs.

6.04. Article V. RENT, Section 5.1A is hereby retitled to read “A. Guaranteed Monthly Rent” and to add the following to the end of the section:

Renewal Months 241-360

Term	Guaranteed Monthly Rent
April 1, 2020 - March 31, 2021	\$19,432.50
April 1, 2021 - March 31, 2022	\$19,576.20
April 1, 2022 - March 31, 2023	\$20,017.06
April 1, 2023 - March 31, 2024	\$20,169.51
April 1, 2024 - March 31, 2025	\$20,625.24
April 1, 2025 - March 31, 2026	\$20,786.98
April 1, 2026 - March 31, 2027	\$21,258.25
April 1, 2027 - March 31, 2028	\$21,429.83
April 1, 2028 - March 31, 2029	\$21,917.34
April 1, 2029 - March 31, 2030	\$22,099.38

6.05 Article V. RENT, Section 5.9 is deleted in its entirety as the Leasing Agent Commission is not applicable during the Renewal Term.

6.06 Article V. RENT is amended to add the new Section 5.13, as follows:

**5.13 Ballroom Space Rent.** Effective July 1, 2019, TENANT shall pay in addition to the Guaranteed Monthly Rent specified in section 6.04 above Rent for the Ballroom Space according to the following schedule:

Period	Monthly Base Rent	Ballroom Area Percentage Rent
July 1, 2019 – July 30, 2019	\$0.00	none
August 1, 2019 – September 30, 2019	\$0.00	Plus amount equal to the amount collected by Tenant from bookings already generated as shown on Exhibit C
October 1, 2019 - June 30, 2020	\$5,000.00	Plus Ballroom Area Percentage Rent for any sales not listed on Exhibit C, plus 50% of all revenue collected from the sales generated from the events listed on Exhibit C
July 1, 2020 – March 31, 2025	\$5,000.00	Plus Ballroom Area Percentage Rent
April 1, 2025 – March 31, 2030	\$5,750.00	Plus Ballroom Area Percentage Rent

## 7. Amendment, Maintenance and Repairs

The following sections are hereby added to Article XV. MAINTENANCE AND REPAIRS:

15.8 Grease Trap System Maintenance. TENANT shares use of the Building grease trap with another restaurant in the Building, presently identified as Sushi Zushi. LANDLORD represents that a nearly identical provision for Grease Trap Maintenance is

included in the Sushi Zushi lease and as such TENANT and Sushi Zushi share responsibility for the Grease Trap Maintenance. Without diminishing or impacting TENANT's responsibility to maintain the grease trap, TENANT shall work cooperatively with Sushi Zushi or its successor to comply with the terms and conditions set forth herein. LANDLORD agrees that if it enforces any provision pertaining to charging TENANT for its failure to comply with the provisions of this Section, that LANDLORD will also seek redress from any other tenant in the Building that has responsibility for maintaining the grease trap. TENANT, at TENANT'S sole cost and expense, (subject to any cooperative agreement it enters into with other tenant's in the Building) must facilitate the pumping, skimming and maintenance of the grease trap system (hereinafter, grease trap maintenance) that services the Leased Premises, at intervals of not less than every sixty (60) days. TENANT must provide LANDLORD copies of the itemized grease trap maintenance service invoices that are provided to TENANT by the company/companies that performed the grease trap maintenance has been timely completed. In the event that TENANT does not provide LANDLORD the aforementioned grease trap maintenance service invoices at the required intervals, then TENANT is solely responsible for all costs associated with the replacement of the grease trap pump and/or all other components needed to repair the grease trap system to a fully operational condition. At the time of a partial or total failure of the grease trap system, or any of its components, if the required grease trap maintenance service invoices have not timely been provided to LANDLORD by TENANT, then TENANT at TENANT's sole cost and expense, must restore the grease trap system to its fully operational condition no later than twenty four (24) hours after the grease trap system or component failure has been identified by the grease trap maintenance service company that diagnosed the problem with a failure of any component of the grease trap system. In the event TENANT fails to restore the grease trap to working order within said 24 hour period, then LANDLORD at its option can make the repairs itself and charge TENANT as rent the costs incurred to repair the grease trap including a 25% premium to cover LANDLORD's fixed costs for administration of the repair. TENANT's failure to reimburse LANDLORD's costs, including the 25% premium, within 30 days of receipt of LANDLORD's invoice will be considered default as provided in the Lease for events of default pertaining to payment of rent. TENANT must inform LANDLORD immediately of all grease trap system failures or problems of any kind, by contacting LANDLORD by phone and email correspondence.

15.9 Fan Serving the Storage Space –TENANT has a linen storage space in the loading area. This linen storage space has a vent to the outside equipped with a fan. TENANT is solely responsible for maintaining this linen storage space including the vent and fan unit. In the event TENANT fails to maintain the fan or any component of the linen storage space, then upon verbal notice and in addition to any rights provided LANDLORD in the Lease, LANDLORD may repair the fan unit or any other component of the linen storage facilities and bill TENANT LANDLORD's actual costs plus 100%.

15.10 Ballroom Area Maintenance – TENANT shall assume the maintenance responsibilities for the Ballroom Area as detailed in Article XV. MAINTENANCE AND REPAIRS of the Lease except for the LANDLORD responsibilities listed below:

- Cleaning services Monday through Friday in accordance with the schedule attached as Exhibit D.

- Subject to the limitations outlined in Exhibit D:
  - Maintenance of the HVAC system;
  - Maintenance of the all electrical systems, including changing bulbs, but specifically excluding the lighting controls serving the Ballroom Area;
  - Maintenance of all plumbing systems and fixtures (excluding the grease trap maintenance) that serve the Ballroom Area; and
  - Maintenance of the elevators.

As it applies to the Ballroom Area only, to the extent that any provisions of Article XV. MAINTENANCE AND REPAIRS of the Lease conflict with the responsibilities of LANDLORD or TENANT pursuant to Section 15.10, then the terms in Section 15.10 shall prevail.

### **8. Tenant Improvements – Landlord’s Work.**

TENANT will take the Expansion Area and Ballroom Area spaces as is with no obligation of LANDLORD to make any improvements to the Leased Premises. LANDLORD will contribute \$0 towards the improvements, but will waive unbilled chilled water charges since December 2014 through December 31, 2018 estimated to be worth \$60,000.

### **9. Amendment, Utilities.**

Article XIX. UTILITIES is hereby amended to reflect that there are no longer separate charges for utilities and that the Rent cited in section 6 above includes all charges for Utilities including Chilled Water and Gas, but all other aspects of Article XIX. UTILITIES shall remain unchanged.

### **10. 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 Amendment.

### **11. Signage.**

TENANT has a sign affixed to the building entrance facing South St. Mary’s Street as depicted in Exhibit E. LANDLORD agrees to provide TENANT the right to install a monument sign near the corner of South St. Mary’s Street and Market Street subject to the following:

- LANDLORD must be provided an elevation of the sign prior to initiating manufacture and has the sole right to reject TENANT’s design or request modification. The sign may not be installed until approved by LANDLORD.
- TENANT is solely responsible for any costs associated with the manufacture, installation and maintenance of all signs, including the sign presently installed and any future sign.
- TENANT must obtain any and all jurisdictional approvals required for installation of signage from the appropriate agency within the City of San Antonio and obtain a building permit for the sign installation.
- The sign cannot exceed 10 square feet and must be either mounted on the ground or below the 2<sup>nd</sup> floor windows on the wall of the building facing Market Street.

Additionally, TENANT shall have the right to place signs on the 3<sup>rd</sup> floor entrance to the Ballroom Area no larger than 18” x 24” identifying the name of business, telephone number and other detail to identify the business. TENANT shall also have the right to use the 1<sup>st</sup> floor



building directory sign to identify the Ballroom Area in a style and size identical to other tenants listed on the building directory sign.

## **12. Same Terms and Conditions.**

This Amendment 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 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 Amendment conflicts with the Lease, this Amendment controls.

## **13. 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.

**Landlord**

**City of San Antonio**, a Texas municipal corporation

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**Tenant**

**BIGA International, L.P.**, a Texas limited partnership

By and through its General Partner,

**TEAM BIGA, L.L.C.**, a Texas limited liability company

By: \_\_\_\_\_

Printed  
Name: Peter C. Selig, Manager

Title: Manager

Date: \_\_\_\_\_

### **Exhibit A-3: Depiction of Expansion Premises**

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## **Exhibit B Furniture, Fixtures and Equipment**

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The following personal property items are transferred to TENANT subject to the limitations outlined in Section 5 in this Amendment.

- 150 Wood Chairs
- 15 round tables
- 1 Ceiling mounted projection system
- 1 Projection screen
- 4 wall mounted room speakers
- 1 CD player
- 1 assemblage of electronic equipment to operate the speaker system
- 1 microphone
- 1 podium
- 1 office desk
- 1 office chair
- 2 office guest chairs
- 1 conference table of about 40 square feet
- 12 upholstered conference chairs
- 1 Television
- 1 Ice Maker subject to TENANT assuming responsibility for the monthly rental of the ice maker effective August 1, 2019

## **Exhibit C: List of Events Booked in the Ballroom Area**

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## **Exhibit D: Ballroom Area Cleaning and Maintenance Procedures and Schedule**

The following services pertain to LANDLORD's responsibilities related to the Ballroom Area portion of the Premises only.

The department presently responsible for provide these services for the LANDLORD is the Building and Equipment Services Department, BESD, at LANDLORD's option these services will be provided by City staff or privately retained contractors.

### **1. Custodial Services**

Daily (Monday through Friday) – The following items will be performed once per day or as indicated.

1. Carpets Vacuumed
2. Composition floors dust-mopped
3. Wastebaskets and other trash receptacles emptied; remove trash from the building to a designated area outside of the facility. The department presently responsible for providing these services BESD's responsibility to remove trash is limited to what would be typically generated for office use and will not remove trash generated by events. Any trash generated from an event shall be removed by the TENANT within 2 hours of the end of the event. The TENANT is responsible for removing the trash generated from the event within 2 hours.
4. For User events, BESD's custodial services shall set up (table and chairs only) and break down (table and chairs only) within 4 hours of the end of the event or the next day if no event is scheduled for that night. The event coordinator will provide tables and chairs in a configuration. BESD will confirm configuration with event coordinator. BESD will clean the area for the User events within four hours if the event is over before 9:00 pm from Monday to Thursday. For User Friday events, BESD will clean the area within four hours if the event is over before 9:00 PM. In the event TENANT needs the room before the 4 hour timeframe has expired, then TENANT shall restore the room as necessary.
5. Fingerprints removed from glass doors. (All other glass surfaces are responsibility of TENANT to keep clean on a daily basis.)
6. Drinking fountains cleaned and covered with a coating to protect metal surfaces.
7. Lavatories, toilets and toilet rooms cleaned and mopped.
  - a. Toilet supplies replenished once a day.
  - b. Any requests for cleaning of lavatories in addition to what is specified above shall be subject to reimbursement to LANDLORD for the services provided.

Weekly- The following items will be performed once a week or as indicated.

Desks, desk accessories and office furniture dusted. Papers and folders left on desk, not to be moved. If the desk has too many papers, Tenant is responsible to remove the paper before office furniture can be dusted.

#### Monthly

1. Upholstered furniture vacuumed, plastic and leather furniture wiped.
2. Picture molding and frames dusted.
3. Wall vents and ceiling vents dusted.
4. Carpet spot cleaned as scheduled by custodial services supervisor. Carpet extraction performed semiannually.

#### Quarterly

1. High-reach areas, such as, but not limited to, door frames, tops of partitions and hanging light fixtures will be dusted every two weeks.
  - a. Lights and other items that cannot be reached from the floor with a duster shall be an additional cost if requested. Costs associated with requests to clean any high-reach areas requiring a ladder or other lift apparatus of higher than 8' shall be charged to TENANT.
2. Non-high Light fixtures cleaned and dusted.
3. Wood table furniture polished.
4. Draperies or mini-blinds dusted. If draperies require laundry services, TNEANT is responsible for laundry services.
5. The LANDLORD is responsible for cleaning the flags semiannually. BESD is not responsible for the flags.
6. Carpets Cleaned – LANDLORD will provide carpet cleaning through a vendor retained by LANDLORD at no cost to TENANT.

#### Semi-annually

1. Floors waxed in uncarpeted office areas.

#### Annually

1. Exterior windows will be clean by a BESD contractor twice year.
2. Interior windows not more than 8 feet in height will be clean by BESD semiannually.

Pest control services shall be provided using BESD schedule. Additional pest control services shall be funded by TENANT.

Interior graffiti removal shall be responsibility of TENANT.

Set up and removal of electronic, audio visual, TVs, etc. is the responsibility of the TENANT.

To the extent that TENANT requests any services not specifically identified in this Section 1 above, then BESD or the City of San Antonio Department having responsibility for providing custodial services to City-owned property at that time shall provide to TENANT a cost for such additional services and TENANT shall authorize payment to BESD prior to the commencement of any additional services.

## 2. Facilities Services

In the event services are required as detailed below in this Section 2, TENANT must call BESD Work Order Request Line (210) 207-5600

1. Regular business hours – Mon-Fri 7:45 AM to 4:30 PM
2. On-Call services – Mon-Fri 4:30 PM to 7:45 AM and Sat-Sun 7:45 AM-7:45 AM

The following items will be addressed by BESD after TENANT calls Work Order Request Line or e-mail is sent to [facilityservicesworkorder.requests@sanantonio.gov](mailto:facilityservicesworkorder.requests@sanantonio.gov) (or any other email or telephone number BES may designate during the term of this Lease). Routine work would be scheduled and completed within 30 days subject to availability of materials and resources.

Maintain and repair existing facility components including lights, ceiling, fire system, floor, walls, doors, windows, roof, plumbing, electrical, and HVAC. The performance of these obligations is subject to the following:

1. Items damaged due to TENANT's willful negligence will be paid for by TENANT prior to the initiation of any repair.
2. LANDLORD will not be obligated to initiate any New Work defined as painting of Premises, or replacement of carpet due to normal wear and tear. Non-structural alterations to the existing floor plan or other building alterations and/or renovation until such time that BESD has confirmed a cost to perform the New Work including the cost of any plans and permit fees and TENANT has confirmed a method of paying BESD for the New Work.
3. Moving furniture and other items is the responsibility of TENANT.
4. Furniture and cabinet repairs is the responsibility of TENANT.
5. Personal items for example pictures, frames, wall boards, decorative items, art work, etc. are the responsibility of TENANT.
6. Furniture and cabinet locks are the responsibility of TENANT.
7. Request to change working locks is the responsibility of TENANT. BESD will repair existing door locks only.

## 3. General Provisions

- a. In no event, subject to damage or destruction conditions as provided in the Lease, will Landlord be required to repaint or replace wall coverings, carpeting, VCT or tile flooring or any other betterments to the Premises.
- b. TENANT is responsible for maintaining the large circulating fans in ballroom.
- c. TENANT is responsible for evacuation plan.
- d. TENANT is responsible for providing funds to install new or for moving existing fire and security components if required by law.
- e. New draperies or mini-blinds shall be funded by TENANT to include installation.
- f. Advertising signs are the responsibility of TENANT.
- g. TENANT is responsible for building licenses and permits.
- h. Electronic devices such as TVs, computers and printers are TENANT's responsibility.



- i. Appliance maintenance and replacement are responsibility of TENANT.
- j. Maintenance requests outside BESD maintenance scheduled will be funded by the TENANT.
- k. Overtime shall be funded by the TENANT.
- l. Repairs, cleaning, and maintenances of appliances (including but not limited to refrigerator, dishwasher, ice maker, microwave and coffee equipment, etc.) shall be the responsibility of the TENANT.
- m. TENANT is responsible for providing funds to install new or moving existing electrical and HVAC components (outlet, light fixtures, vents, etc).
- n. TENANT is responsible for providing funds to move existing walls and services in support of the moving wall request.
- o. TENANT is responsible for preventing the HVAC system from working above capacity by opening exterior doors and by avoiding having more people that is permitted by the room capacity. Opened flames or heating equipment and/or sources shall affect the HVAC system or the fire safety requirements. Cooling and heating calls associated with opening exterior doors will be charged to the TENANT.
  - a. TENANT is responsible for enforcing the opening of the exterior doors and limiting the number of people to the room capacity or less.
  - b. TENANT is responsible for enforcing opened flames or heating equipment and/or sources.

## **Exhibit E: Depiction of Existing Signage**

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