

1st Amendment and Extension of Lease Agreement

(1751 S. W.W. White – District 2 Senior Center)

This 1st Amendment and Extension of Lease Agreement is entered into between Landlord and Tenant.

1. Identifying Information.

Ordinance Authorizing 1st Amendment and Extension:

Landlord: Bar-Paso Partners, LP, a Texas limited partnership

Landlord's Address: 6500 Montana Ave., El Paso, Texas 79925

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, as amended and restated, between Landlord and Tenant dated April 25, 2014, pertaining to approximately 15,928 square feet of space in the building located at 1751 S. W.W. White Road, San Antonio, Texas 78220.

**Ordinance Authorizing
Lease:** 2014-05-08-0321

**Beginning of Renewal
Term:** July 1, 2019

**Expiration of Renewal
Term:** September 30, 2024

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 and 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 ("Extended Lease Term").

9

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 2nd renewal term of the original Lease.

4. Rent.

During the Extended Lease 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:

Lease Years	Renewal Term Rent Components		Total Monthly Rent
	Base Rent	Landlord Maintenance Fee	
July 1, 2019 – September 30, 2024	\$14,750.00	\$2,333.33	\$17,083.33

5. Improvements to Premises.

Not later than July 31, 2019, and according to a schedule approved by Tenant, Landlord shall complete at its sole cost and expense the following Improvements to Premises:

- a) Remove all carpet and base as per the attached plan Exhibit A. Prep floor and install new VCT and base as specified and in the pattern provided in Exhibit A.
- b) Patch and paint any wall surfaces damaged due to the removal of carpet and base.
- c) Make repairs to existing demising wall between center and title loan office, install new supports to anchor drywall, and patch, texture and paint to match.
- d) Remove all existing toilets and install new toilets as manufactured by Gerber, Maxwell 1.28 ErgoHeight, Elongated Toilet ADA Compliant, Model WS-20-918 with Tank Model 28-990, as shown on Exhibit B, white in color.
- e) Install new grab bars as needed (6 units total).
- f) Tint windows – Clean windows inside and out, remove any oil stains and debris, as needed, and apply window film on the inside of the window at both the top and bottom sections of the front windows.

6. Brokerage Commission.

Upon execution and delivery of this Amendment and Extension, Landlord must pay a commission equal to \$6,500.00 to Providence Commercial Real Estate Services, Inc.

7. 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 and Extension.

8. Same Terms and Conditions.

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

9. 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.

{SIGNATURE PAGE TO FOLLOW}

P

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

Tenant

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Landlord

Bar Paso Partners, LP, a Texas limited partnership

By:  _____

Printed Name: MEYER MARCUS, MANAGER OF

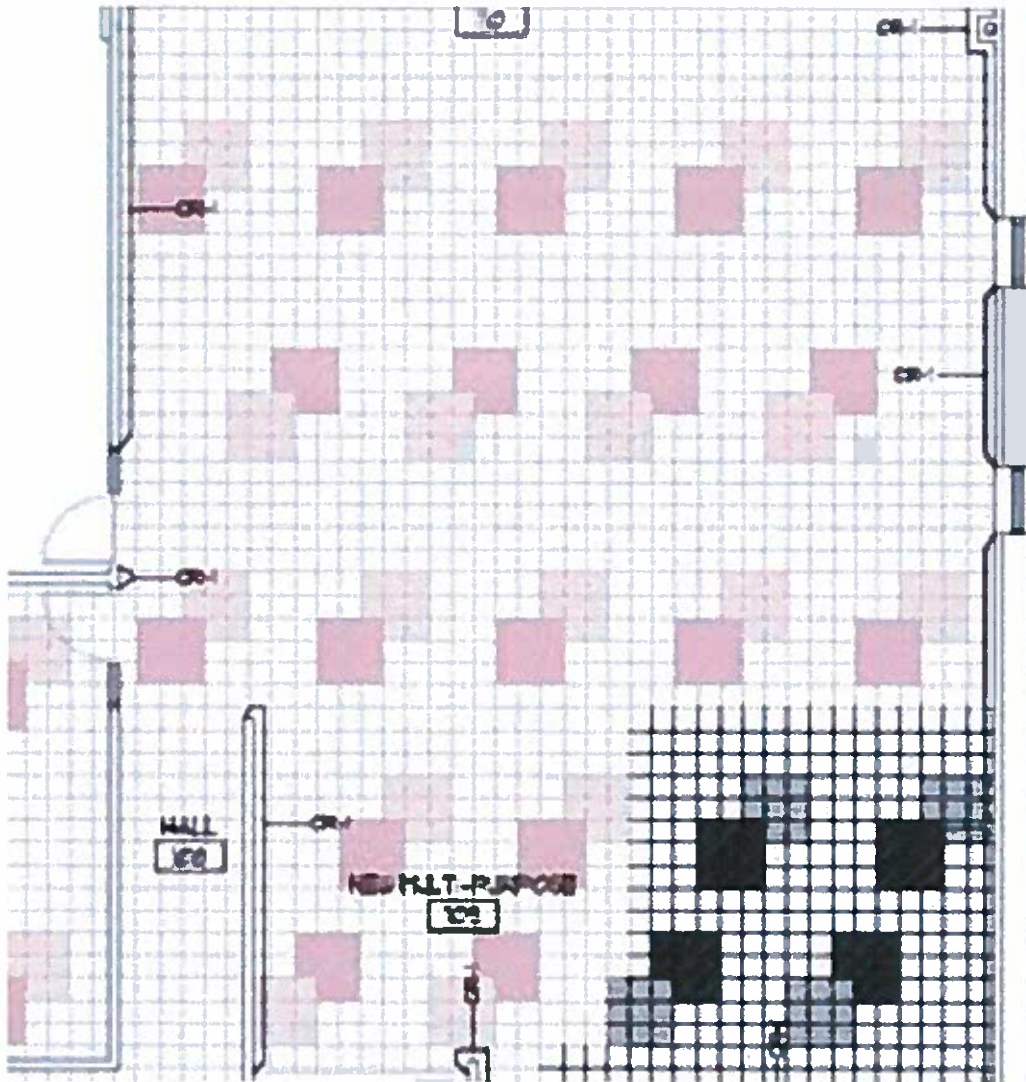
Title: MESHIA INVESTORS, LLC ITS GENERAL PARTNER

Date: 5-10-19 _____



EXHIBIT A

Tile pattern in rooms to receive tile to duplicate what is currently installed as shown below:



ROOM FINISH LEGEND

FLOORING:

CPT-1	CARPET, DIRECT GLUE BY: SHAW, SIGNED, COLOR: BRONZE SEAL #5A114-1450, QUICKSHIP
VCT-1	12' x 3' x 1/8" VINYL COMPOSITION TILE BY: MANNINGTON ESSENTIALS #31 "SANDRIFT"
VCT-2	12' x 3' x 1/8" VINYL COMPOSITION TILE BY: MANNINGTON ESSENTIALS #23 "WHEAT"
VCT-3	12' x 3' x 1/8" VINYL COMPOSITION TILE BY: MANNINGTON ESSENTIALS #268 "SIERRA"

EXHIBIT B



VITREOUS CHINA

TOILET
WS-20-918



**MAXWELL® 1.28
ErgoHeight™,
Elongated Toilet**

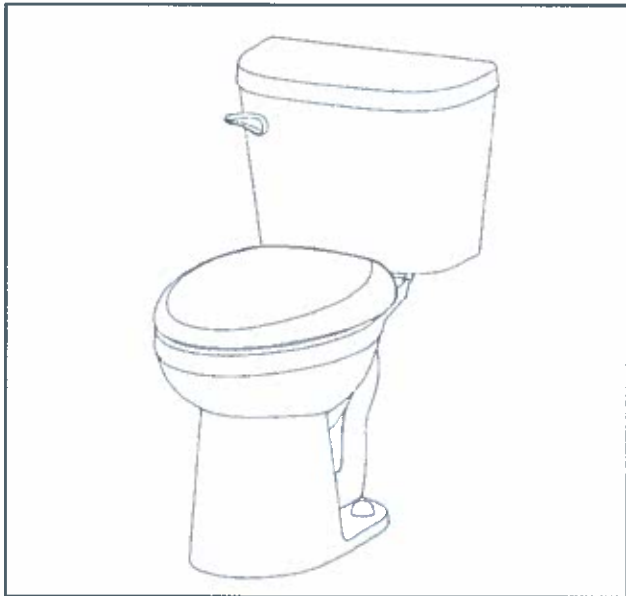
12" Rough-in

Features:

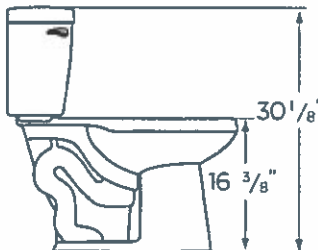
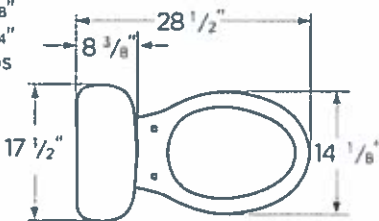
- 1.28 gpf/4.8 Lpf high efficiency two-piece toilet
- Elongated ErgoHeight™ bowl
- Dual-fed siphon jet
- Pilot fill valve
- 3" flush valve
- 2" glazed trapway
- Color matched front tank lever
- Optional insulated non-sweating tank (28-992)
- Optional right-handed trip lever (28-990-97)
- Available in White, Bone and Biscuit
- 2 bolt caps
- ADA Compliant
- Seat not included

Dimensions:

- Height 30 1/8"
- Width 17 1/2"
- Depth 28 1/2"
- Rough-in 12"
- Water Surface from Rim 6 1/2"
- Trapway 2"
- Water Surface 8 7/8" x 7 3/8"
- Water Seal 2 1/4"
- Shipping Weight 85.5 lbs



Specifications: Bowl—#MX-21-928 Front Bowl Tank—#28-990



THIS FIXTURE QUALIFIES ACCORDING TO ASME TEST PROCEDURES AS A HIGH EFFICIENCY WATER CLOSET WITH AN AVERAGE CONSUMPTION OF 1.28 gpf (4.8 Lpf) OR LESS.



www.gerberonline.com

Job Name	
Date	
Model Specified	
Quantity	
Customer	
Contractor	
Architect/engineer	

Because we are committed to continual product improvement, specifications are subject to change without notice. 11/17

