

## LEASE AMENDMENT

No. 2

This Lease Amendment (this "Amendment") is executed to be effective as of the 15 day of July 2024, by and between Bar-Paso Partners, LP ("Landlord") and City of San Antonio ("Tenant")

### RECITALS

**WHEREAS**, Landlord and Tenant are parties to that certain Lease, dated April 25, 2014, for the premises (the "Premises") located at 1751 S.W.W. White Road, Suite 101-102 in the City of San Antonio, State of Texas (as previously amended and/or assigned, the "Lease"); and

**WHEREAS**, the parties desire to amend certain provisions of the Lease as provided herein.

**NOW THEREFORE**, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual agreements and promises of the parties as set forth herein, the parties agree as follows:

1. The term of the Lease is hereby extended and renewed for a period of five (5) years, beginning on October 1, 2024 and ending on September 30, 2029.

2. The monthly Base Rent during such renewal period shall be paid in accordance with the Lease in the following amounts:

10/01/2024 to 09/30/2029      \$17,466.66 per month

3. In addition to the monthly Base Rent as set forth above, Tenant shall continue to pay any and all other amounts due and owing under the Lease, including, without limitation, Landlord Maintenance Fee, in the amount of \$2,666.66.

4. Within seventy-five (75) days after execution, Landlord shall complete the work detailed below. Landlord's work shall be completed subject to and in accordance with Landlord's standard construction practices and specification. Tenant agrees and acknowledges that it shall coordinate and cooperate with Landlord and Landlord's vendors and provide reasonable access to the Premises to all the completion of Landlord's work. Landlord's work shall consist of the following:

- (i) Restripe the front and back parking lots.
- (ii) Repaint/repair the front canopy and handrail.
- (iii) Repaint Large marquee signage (Poles), replace any burned out bulbs in the marquee.
- (iv) Repaint interior of Premises - color specifics to be provided by Tenant.
- (v) Install mini-split in kitchen.
- (vi) Repair the kitchen drawers.
- (vii) Apply window tint to windows in the caseworker room, library and manager's office.
- (viii) Install ventilation in back restroom.

5. Landlord agrees and acknowledges that it shall pay PCR Brokerage San Antonio LLC a brokerage commission in connection with this Amendment pursuant to the terms of a separate written agreement between Landlord and Broker. Tenant represents and warrants to Landlord that it has engaged no broker or finder, other than Broker, and that no claims for brokerage commissions or finders' fees will

arise in connection with the execution of this Amendment and Tenant agrees to indemnify, defend and hold Landlord harmless from any liability or expense (including attorney's fees) arising from any such claims asserted against Landlord by any party other than Broker.

6. By execution hereof, Tenant hereby releases Landlord from any and all damages, claims, demands, liabilities and causes of action arising from or related to the Lease and/or the Premises accruing prior to the date hereof.

7. Except as modified herein, all provisions of the Lease shall continue in full force and effect and the parties agree to be bound thereby. In the event of a conflict between the terms and provisions of the Lease and this Amendment, the terms and provisions of this Amendment shall govern and control. All capitalized terms used herein not otherwise defined shall have the meaning as set forth in the Lease.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date set forth above.

**LANDLORD:**



\_\_\_\_\_  
Bar-Paso Partners, LP

By: Mesita Investors, L.L.C.

Its: General Partner

By: Meyer Marcus

Its: Manager

Address: c/o MIMCO, LLC  
6500 Montana Ave., Suite A  
El Paso, Texas 79925

**TENANT:**

\_\_\_\_\_  
City of San Antonio

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Approved as to Form:

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