

STATE OF TEXAS §
§
COUNTY OF BEXAR §

LEASE WITH CITY OF SAN ANTONIO, TEXAS

This Lease is entered into this 1st day of January, 2024, by and between the **Housing Authority of the City of San Antonio, Texas**, aka Opportunity Home SA hereinafter referred to as "Owner", and **City of San Antonio, Texas**, Lessee, hereinafter referred to as the "City." This Agreement is entered into in accordance with the HOPE VI Implementation Grant Agreement under SAHA’s Revitalization Plan and relates to the Ricardo Salinas Health Center located at 630 S. General McMullen, San Antonio Texas.

RECITALS

WHEREAS, Owner is a public housing authority established pursuant to Section 392.011 of the Texas Local Government Code, whose public purpose is providing housing assistance and related services to the community; and

WHEREAS, Opportunity Home SA owns a building located at 630 S. General McMullen that was built as part of the Hope VI Project to assist in the provision of services to the residents of one of Opportunity Home SA communities serving low to moderate income individuals and families, Mirasol; and

WHEREAS, the City is a home rule municipality, whose public purpose is providing various services to the San Antonio community; and

WHEREAS, City provides Special Supplemental Nutrition Services for Women, Infants and Children “WIC” and related services at locations throughout San Antonio; and

WHEREAS, City wishes to lease a portion of the building known as the Ricardo Salinas Health Center, to enhance the services provided to nearby residents including Mirasol, one of Owner’s communities.

NOW THEREFORE, the parties agree as follows:

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ARTICLE I
LEASED PREMISES

1.01 Premises. In consideration of the mutual covenants set forth herein, Owner hereby leases to the City and the City hereby leases from Owner for the rental and on the terms and conditions hereinafter set forth, 2,580 usable square feet (“Premises”) within a 10,697 usable square foot building at the Ricardo Salinas Health Center located at 630 S. General McMullen, San Antonio, Texas including the common areas in the building of which the Premises is part (“Building”), as shown on Exhibit A situated on a portion of the property including exterior spaces and a parking area on a parcel legally described as New City Block 8139 Block 28, Lot 41 of the Mirasol Homes Subdivision Unit 3 as recorded in the Bexar County Texas Plat Records in Volume 9550 Page 102 as indicated on the attached Exhibit “C,” (“such exterior areas and the Premises and Building collectively called the “Property”). which the City acknowledges that it will complete any required renovations to the Premises at its cost and expense as detailed in Article 5.04 and Exhibit B and will timely vacate the premises it currently occupies within the Building and repair any damage caused by its former use of that portion of the building upon completion of the Exhibit B improvements.

1.02. Common Area. As a part of its leasehold rights, City has the non-exclusive right to use the interior and exterior common areas of the Building and Property. However, City shall have the exclusive right to use the areas outlined in red oval on Exhibit C to be used for demonstration garden and other purposes related to the Primary Use.

1.03 Parking. The City shall have a non-exclusive license to use parking spaces adjacent to the Building and on the Property, subject to availability on a first-come, first-served basis, and the terms hereof, for its physicians and employees. Patients may use areas designated for the public areas. Owner reserves the right to assign or re-assign the location of such parking spaces in any manner that Owner in its sole discretion deems beneficial to the operation of the Ricardo Salinas Health Center. The City agrees that it will employ its best efforts to prevent the use by the City employees of parking spaces allocated for others (including visitors or other designated Owner lessees). All motor vehicles (including the contents thereof) shall be parked in such spaces at the sole risk of the City, its employees, agents, invitees and licensees, it being expressly agreed and understood that Owner has no duty to insure any of said motor vehicles (including the contents thereof) and that Owner is not responsible for the protection and security of such vehicles or the contents thereof. Owner shall have no liability whatsoever for any property damage and/or personal injury that might occur as a result of or in connection with the parking of said motor vehicles in any of the parking spaces. Nothing herein shall be deemed to create a bailment between the parties

hereto - it being expressly agreed and understood that the only relationship created between Owner and the City hereby is that of landlord and tenant, respectively.

1.04 Inspection and Acceptance. The Premises have been inspected by the City, are satisfactory to the City, and within 90 days of the Commencement Date, the City at its sole cost and expense renovate the Premises to make it ready for occupancy by the City. The Premises are accepted by the City "**AS IS, WHERE IS, AND SUBJECT TO ALL FAULT.**" OWNER AND THE CITY AGREE THAT THERE ARE NO EXPRESS AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CITY EXPRESSLY ACKNOWLEDGES THAT OWNER HAS MADE NO WARRANTIES OR REPRESENTATIONS CONCERNING ANY HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL MATTERS AFFECTING ANY PART OF THE PREMISES, AND OWNER HEREBY EXPRESSLY DISCLAIMS AND THE CITY WAIVES ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY SUCH MATTERS, TO THE EXTENT ALLOWABLE BY LAW.

ARTICLE II **TERM AND TERMINATION**

2.01 Term. The term of this Lease shall be for a period of five years beginning January 1, 2024 ("Commencement Date") and ending at 12:00 midnight on December 31, 2028, unless earlier terminated in a manner hereinafter set out. This Lease shall automatically renew for up to two successive one-year terms thereafter unless either party gives notice of non-renewal to the other party not less than ninety (90) days prior to the expiration of any term.

2.02 Termination By Notice. This Lease may be terminated, at any time by either of the parties by giving the other 120 calendar days prior written notice of termination. If this Lease is terminated pursuant to this Section 2.02, the City shall pay all expenses it incurs operating the Premises through the effective date of termination.

2.03 Termination For Breach. Either party may terminate this Lease for breach of any material terms or conditions of this Lease, which breach is not corrected by the breaching party within thirty (30) calendar days after written notice thereof is given to the non-breaching party. The non-breaching party may then terminate this Lease for default, pursuant to Article XII.

2.04 Legal Compliance. If (a) there is a change in any law, regulation, or rule (federal, state, or local) that affects this Lease or the activities of either party under this Lease, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, or any of the provisions of this Lease are found to be in violation of any such law, regulation, or rule, and (b) either party reasonably believes in good faith that the change, interpretation, or determination will have a substantial adverse effect on that party's business operations or its rights or obligations under this Lease, then the party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Lease, and to take any action necessary to maintain compliance with such laws, rules, or regulations. If the parties are

unable to reach an agreement concerning the modification of this Lease within the earlier of forty-five (45) calendar days after the date of the notice seeking renegotiation or the effective date of the change, then either party may immediately terminate this Lease effective upon notice to the other party.

ARTICLE III
CONSIDERATION

3.01 Consideration. The City agrees as consideration to Owner for the rental of the Premises, in lieu of rent, to provide those services available at the Premises at no charge to Owner public housing residents.

3.02 City agrees to the following:

- a. To provide WIC services to eligible members of the public, including residents of Owner’s housing. Additionally, the City may partner with other agencies to provide medical outpatient services from the Building (Partners). The City through its Partners shall provide such medical and health-related services at a reasonable cost. The parties acknowledge, however, that both the City and Owner are governmental entities, exempt from taxation. If any taxing authority attempts to levy a tax against either party to this lease or their property, the affected party will resist the attempted imposition according to its own policies and at its own expense. Notwithstanding any efforts made by City to partner with other organizations to provide services in support of the Primary Use in the Building, City assumes no obligation contractually or financially for the Partners. Owner shall look directly to the Partners to perform any obligations assigned to the Partners in the agreement Owner enters into with the Partners. In no event may Partners begin providing services in the Building until Owner has approved the use and Partner has executed any agreement required by Owner to establish Partners use of space in the Building or on the Property.
- b. To pay all costs associated with its maintenance obligations as specifically detailed in Section 5.02 below.
- c. To reimburse Owner for City’s allocable share of Owner’s reasonable and necessary cost of maintenance and replacement costs associated with Landlord’s obligations as stated in Article 5.01 herein ”Eligible Expenses”. City’s allocable share of the Building is 27% based on the Premises proportional share in the Building based on the breakdown detailed in Exhibit D attached hereto. The Eligible Expenses are estimated to be \$15,000 for the entire Building during the first year of the Term and the City’s allocable share must be forwarded to Owner’s Fiscal Department, P.O. Box 831529, San Antonio, Texas 78204, after invoice. Effective January 1, 2024 the City will pay \$337.50 per month (total of \$4,050.00 annually) for reimbursement of Eligible Expenses, (“Estimated

Reimbursement”). This amount is estimated and shall be paid monthly until (i) the lease terminates or (ii) Owner provides documentation on an annual basis that its Eligible Expenses have either increased or decreased. In no event may Owner seek reimbursement for expenses paid in excess of the Estimated Reimbursement if more than a year has passed since the repair related to the Eligible Expense has occurred.

3.03. Except as provided in Section 3.02 subsection c. no further charges shall be assessed to the City for use of the Premises.

ARTICLE IV
USE OF PREMISES

4.01 The Premises and common areas shall be solely used by the City for providing medical and health-related services and WIC services to qualified persons residing in Bexar County (“Primary Use”), as well as any ancillary and affiliated or complementary uses clearly related to the Primary Use, but for no other use.

4.02 The City agrees to conform to the following provisions during the entire term of this Lease:

- a. The City shall have the right to erect one mounted sign and appropriate directional signage for the Building with the prior written consent of Owner. At the termination of this Lease, any damage occasioned by the removal of such signage shall be repaired by the City at the City's expense.
- b. The City shall not perform any act or carry on any practice that may damage the Premises, or constitute a nuisance to any person or property. Without limiting the generality of the foregoing, the City shall pay any extra expense incurred by Owner in eliminating such damage or nuisance if the City shall fail to eliminate such damage or nuisance within twenty (20) days after notice from Owner.
- c. The City shall not abandon the Premises. The City shall be deemed to have abandoned the Premises if all or substantially all of the net rentable area is not occupied for a period of thirty consecutive (30) days without the consent of Owner.
- d. The City and the City's agents, employees, and invitees shall comply (as "Lessee") with the Rules and Regulations as may be hereafter adopted by Owner for the safety, care, and cleanliness of the Premises, and for the preservation of good order therein; provided, however, that Owner will provide notice to the City, of any new rules or changes to the Rules and Regulations at least thirty days prior to holding the City in default under this Lease, for failure to comply with the new rules or changes.

ARTICLE V
BUILDING SERVICES AND MAINTENANCE

5.01 Building Services. Owner shall maintain in good working order, subject to conditions out of the reasonable control of Owner, all major mechanical, concealed plumbing and concealed electrical systems serving the Building, including the HVAC equipment and distribution system and the roof, exterior doors and windows, foundation and structural elements of the Building and the Property including, landscaping, exterior lighting systems, parking lot including stripping and painting of the building exterior and exterior fencing, all as specifically detailed in Section 5.02 below. Noting that the parking area on the Property is shared in common with other uses and buildings adjacent to the Property, any requests for reimbursement of Eligible Expenses related to the parking area need to account for allocation of costs by other users of the parking area. Owner may implement and enforce any measures or procedures relating to security matters ("Security") as Owner shall deem appropriate under the circumstances. The City and/or its Partners may install, at their sole cost and expense but with the prior written approval of Owner, which Owner shall not unreasonably withhold, such additional safety and security system(s) or device(s) as the City may desire, on the conditions that such system(s) or device(s) do not interfere with Owner's rights under this Lease and that Owner is not denied access to the Premises thereby. If the City elects to install additional safety or security systems, Owner may promulgate reasonable rules relating to the operation of such systems that shall be complied with at the City's expense, including, without limitation, charges relating to the response by security guards or building personnel to alarms, whether false or legitimate. The City shall maintain any such system in good working order and the unreasonable and continual malfunctioning of such a system shall be a breach hereunder.

5.02. City and its Partners are responsible for maintaining the interior ceilings, walls, woodwork, trim, and doors of the portion of the Building they occupy respectively including the common areas of the Building, exposed plumbing and electrical systems as well as all City's furniture, fixtures, and equipment. City will coordinate with other tenants on the provision of janitorial and pest control services and on maintenance of ceilings, walls, woodwork, trim, and interior doors into the Premises and the replacement of air conditioner filters and interior light bulbs as needed. Unless specifically the obligation of the City or its Partners to maintain as detailed in this Section 5.02 Owner is responsible for maintaining all other parts of the Property. The chart below identifies each party's responsibilities pursuant to Sections 5.01 and 5.02 of this Lease.

Item	Partner Responsibilities	Landlord Responsibility
Building Roof, exterior windows and doors, foundation and structure including painting of exterior of Premises	No	Yes
Interior walls, doors and glass unless such damage is caused by a structural issue	Yes	No
Janitorial Services to Premises including garbage haul off	Yes	No
Janitorial Services to Common Areas	Yes	No
Utility Services	Yes	No
Parking Lot Maintenance including fencing and exterior lighting systems	No	Yes
Landscaping	No	Yes
Exposed Electrical Systems including interior lights and tubes	Yes	No
Concealed Electrical Systems	No	Yes
Exposed Plumbing Systems	Yes	No
Concealed Plumbing Systems including under slab drain lines (1)	Yes	Yes
HVAC Equipment	No	Yes
HVAC Filters Only	Yes	No
Pest Control Services	Yes	No
Fire Extinguishers	Yes	No
Graffiti Removal from Exterior Only	No	Yes

- (1) Partners shall be responsible for clearing any clogged drain lines within their respective space whoever if the blockage is due to collapsed line or other issue with the drainpipes then Landlord shall be responsible for the repair with Landlord's cost for repair considered an Eligible Expense.

The costs incurred by Owner to perform the work identified in the chart above as Landlord Responsibility are considered Eligible Expenses and subject to reimbursement by City as provided in Section 3.02c. above subject to the following:

If the anticipated life expectancy of a particular item to be replaced by Owner exceeds the Term remaining for this Lease, City shall only be responsible for the amortized cost of the item replaced proportionate to the Term remaining, i.e. if a new roof has a twenty year life expectancy, but there is only 5 years remaining on the Term, then the City shall only be responsible for payment of 5/20ths of the cost, by way of this example if the proportionate cost of the roof work is \$20,000 amortized over the 20 year life of the roof, or \$1,000 per year, then the City shall be reasonable for five years of life expectancy or \$5,000. Such expenses shall be paid in a lump sum within a reasonable timeframe after completion of the work and confirmation of the cost as part of the City's obligation to pay Owner for Eligible Expenses. This example is illustrative of a wide range of possible scenarios, but the intent of the outcome should always be the same because the Owner will get the benefit of the improvement over a period that may outlast the Term of this Lease.

To the extent possible and in recognition of the fact that the City must budget for extraordinary expenses, Owner agrees to provide City no later than June 1st of each lease year with an accounting of any capital expenses anticipated during the next 12 months, or longer if known to Owner detailing the anticipated work and the expected cost. The expectation is that this budget document will be detailed and provide enough time for the City to identify a method for funding the anticipated work. The City recognizes that this budget is a planning document and is not a binding commitment upon the City to either do the work or commit to a specific dollar amount for the work.

5.03. Failure to Provide Building Services. FAILURE BY OR INABILITY OF OWNER TO ANY EXTENT OR FOR ANY REASON (INCLUDING ITS ORDINARY NEGLIGENCE) TO PROVIDE ANY OF THE SERVICES DESCRIBED IN THIS SECTION WHICH TERM SHALL ALSO INCLUDE ANY OTHER SERVICES THAT OWNER MAY ELECT, FROM TIME TO TIME, TO PROVIDE TO THE CITY OR ANY CESSATION OR INTERRUPTION OF THE SERVICES DESCRIBED IN SECTION 5.01, SHALL NOT RENDER OWNER LIABLE IN ANY RESPECT FOR DAMAGES TO ANY PERSON, BE CONSTRUED AS AN EVICTION OF THE CITY OR A DISTURBANCE OF THE CITY'S USE OR POSSESSION OF THE PREMISES OR RELIEVE THE CITY FROM ANY COVENANT OF THE CITY IN THIS LEASE. Notwithstanding the foregoing, if any interruption or cessation of services lasts longer than 10 days (with the exception of security), the City may choose to terminate the lease. If it has not done so within 10 days after services are restored, it waives the right to terminate for the previous outage. Owner may at any time and from time to time make changes in the nature, quantity, and quality of the services, and the City acknowledges that Owner's obligation to provide any services is always subject to laws applicable to such matters, including, without limitation, laws providing for or requiring rationing, temperature control, or similar restrictions, prohibitions or mandates.

5.04. Contractors Performing Work. The City shall refer all contractors, contractors' representatives, and installation technicians who render any service on or to the Property, to Owner for approval and supervision before performance of any service. This provision shall apply to all work performed on the Property, including installation of telephones, electrical lines, and other electrical devices where such installation affects the floors, walls, woodwork, trim, windows, ceilings, mechanical equipment, or other part of the Property. Without such direction, no such installation shall be permitted.

5.05. Notice of Damage or Accident. The City shall give prompt notice to Owner of any significant accidents involving injury to persons or property, including plumbing, electrical, heating, air conditioning, and corridor problems, and/or personal injury and property damage caused thereby.

5.06. No Borrowed Servants. Except in emergencies, requests by the City shall be attended to only after proper request by the City to Owner. Owner's employees are not allowed to perform or do anything outside their regular duties unless pursuant to special orders from Owner. The City may not contract with Owner's employees for the performance of paid services to the City. If, at the request of the City, Owner's agents furnish services, goods, labor, or material to the City which are not required to be furnished by Owner under this Lease, the City shall pay for same upon delivery of a written statement therefore to the City.

5.07. Alterations. Except for the improvements contemplated by the City to prepare the Building and/or Premises for its occupancy as detailed in Exhibit B, City shall not make any further alterations, improvements or additions to the Building or Premises (including the Additional Equipment) without the prior written consent of Owner. The City may make nonstructural alterations to the interior, if such non-structural alterations (i) do not adversely or materially impact the Building's systems (including heating, air conditioning, plumbing and sewer), (ii) do not adversely or materially impact the structural soundness of the Premises, and (iii) provided that such alterations shall be made in accordance with all applicable governmental regulations, in a good first-class workmanlike manner. The City shall provide plans and specifications for all improvements to Owner, prior to commencing any work, in form satisfactory to Owner. Any and all alterations, additions, improvements and fixtures which may be made or installed by either Owner or the City upon the Premises and which in any manner are attached to the floors, walls or ceilings (including without limitation any air conditioning, heating and kitchen equipment in any manner attached to the floors, walls or ceilings) which are not then owned or provided by Owner, shall automatically become the property of Owner without reimbursement or compensation to the City and shall remain upon Premises, and at the termination of this Lease shall be surrendered with the Premises, provided the City is then in default hereunder. The City shall remove any such alterations, additions, improvements or fixtures prior to or upon expiration or termination of this Lease if requested to do so by Owner or if the City is not then in default hereunder, and the City shall repair any damage to the Premises resulting from or caused by such removal. The City's personal property, equipment, and trade fixtures that are not attached to the floors, walls or ceilings of the Premises shall not be deemed to become a part of the Premises, and may be removed by the City from the Premises upon expiration or termination of this Lease, provided that the City shall repair any and all damage to the Premises resulting from or caused by such removal, and further provided that the City is not then in default hereunder. If the City does not remove any such personal property, equipment and trade fixtures on or before the expiration of the term of this Lease, Owner may require that the same be removed at the cost and expense of the City and if the City shall fail or refuse to do so, Owner may do so at the City's cost and expense, which shall be payable to Owner upon demand with interest at the Default Rate. At the option of Owner, such property shall be deemed to have been abandoned by the City and automatically shall become the property of Owner and the City shall have no further rights with respect thereto or reimbursement thereof.

ARTICLE VI

INDEMNITY AND INSURANCE

6.01 Indemnity. The City and the Owner acknowledge they are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties, including but not limited to those resulting or arising from any and all injuries or death of any person or damage to any property arising from or related to the Premises or this Lease.

6.02 General Insurance. The City is self-insured and may remain so throughout the duration of this Lease.

6.03 No Liability. Owner shall not be liable for any damage of any kind or for any damage or injury to persons or property during the term of this Lease from any cause whatsoever by reason of the use, occupancy and enjoyment of the Premises by the City, nor shall Owner be liable for any such damage or injury caused by the acts, omissions or neglect of any persons, employees, agents, invitees or other parties contracting with them. The City shall use and occupy the Premises at its own risk. Owner shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of the City other than as a result of the gross negligence or willful misconduct of Owner.

ARTICLE VII
ASSIGNMENT AND SUBLEASING

7.01 Assignment. The City shall not assign this Lease or sublet (which term, without limitation, includes granting concessions, licenses and the like) or mortgage, pledge or otherwise encumber (voluntarily or involuntarily), all or a part of its rights and interests in the Premises without the written consent of Owner. In any case where Owner consents to assignment, subletting or encumbrance, the City shall remain fully liable for the obligations of the City hereunder, including, without limitation, the obligation to pay the amounts provided under this Lease, unless the transferee is the University Health System. Owner accepts University Health System as a satisfactory substitute tenant under this Lease.

7.02. Sublease. Any sublease requires approval of Owner. Sublessee must comply with all of the obligations of the City hereunder. Notwithstanding the foregoing, the rights, obligations of the City hereunder shall not in any way be released, modified or diminished by such subleases.

7.03. Nothing in this article VII prevents the City from transferring the clinic and this Lease to University Health System with thirty (30) days written notice to Owner.

ARTICLE VIII
OWNER'S RIGHT OF ACCESS

8.01 In General. Owner shall have the right to enter upon the Premises and in the Building at all reasonable hours for the purpose of inspecting or of making repairs.

8.02 Expiration of Term. Owner shall have access to the City's portion of the Building and Premises following reasonable prior notice for the purpose of inspecting same. For a period commencing six (6) months prior to the expiration of the term of this Lease, Owner shall have access to the City's portion of the Building and Premises following reasonable prior notice, for the purpose of exhibiting the same to prospective tenants.

ARTICLE IX
DAMAGE AND RECONSTRUCTION

9.01 Notice of Casualty. The City shall immediately give notice to Owner in case of fire or other casualty to any portion of the Premises.

9.02 Destruction of Premises. The parties hereto mutually agree that if any portion of the Premises is partially or totally destroyed by fire or other casualty, then Owner may, at Owner's option, repair and restore the damaged portion to substantially the same condition in which the portion was before such damage, or Owner may partially terminate this Lease, so as to remove the damaged or destroyed portion from the Premises; provided, however, that in the event the portion is completely destroyed or so badly damaged that in Owner's reasonable estimation, repairs cannot be completed within thirty (30) days, then Owner shall so notify the City and this Lease shall be amended so as to remove the damaged portion from the Premises as of the date of the occurrence of the damage or destruction; and provided further, that in any event if repairs have not be completed within thirty (30) days after the event of damage or destruction, this Lease shall be amended so as to remove the damaged portion from the Premises as of the date of the occurrence of the damage or destruction, at the City's request. The amendment to the Lease shall not serve to modify or affect in any way, any other provision contained herein, unless mutually agreed.

9.03 Termination. In the event any portion is completely destroyed or so damaged by fire or other casualty that it cannot reasonably be used by the City for the purposes herein provided, and this Lease is not amended as above provided, then the Lease shall be terminated.

ARTICLE X **EMINENT DOMAIN**

10.01 If all or any portion of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof (any of which are referred to as a "Taking") the Lease shall be amended so as to remove the "taken" portion from the demised Premises as of the date title shall vest in the condemning authority. All sums awarded or agreed upon between Owner and the condemning authority for the Taking of any part of the Premises, whether as damages or as compensation, shall be the property of Owner. The City may make a separate claim for its damages, so long as the award to Owner is not affected. Any amendment to the Lease so as to remove the "taken" portion from the demised Premises, shall proportionately reduce the monthly rent from the effective date of the Taking, based on the area of the "taken" portion multiplied by the rental rate per square foot for the area of the facility affected. The amendment to the Lease shall not serve to modify or affect in any way, any other provision contained herein, unless mutually agreed.

ARTICLE XI **COMPLIANCE AND CERTIFICATION**

11.01 Compliance. Owner's performance under this Agreement by State or Local government subgrantees is subject to, and required to comply with HUD regulations at 24 CFR Part 85, (administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments); OMB Circular A-87 (cost principles for state, local and Indian tribal governments); and OMB Circular A-133 (audits of states, local governments, and nonprofit organizations).

11.02 Certification. City certifies that it is not debarred, suspended or otherwise prohibited from contracting with any federal, state or local agency.

ARTICLE XII
DEFAULT AND REMEDIES

12.01 Events of Default. The following shall be deemed to be events of default by the City under this Lease: (1) the City shall fail to pay any payment required pursuant to this Lease when due and such failure shall continue for a period of 10 days after written notice; (2) the City shall abandon their portion of the Building; (3) the City or any guarantor of the City's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency laws or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of the City or any guarantor of the City's obligations hereunder; (4) the City or any guarantor of the City's obligations hereunder shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; (5) the City shall do or permit to be done any act which results in a lien being filed against any portion of the Property, unless such lien is removed within twenty (20) days after written notice thereof to the City; (6) the liquidation, termination, dissolution of the City; or (7) the City shall be in default of any other term, provision or covenant of this Lease other than those specified in subparts (1) through (6) above and such default is not cured within twenty (20) days after written notice thereof to the City.

12.02 Options. Upon the occurrence of any event of default set forth in this Lease, Owner shall have the option to pursue any one or more of the remedies set forth herein or as provided by law or in equity, without notice or demand unless provided above:

- a. Without declaring the Lease terminated, Owner may enter upon the Premises, in which event the City shall immediately surrender the Premises to Owner, and if the City fails to surrender the Premises, Owner may, without prejudice to any other remedy which it may have for possession, take possession of the Premises, and lock out, expel or remove the City and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages, and relet the Premises on behalf of the City and receive the rent directly by reason of the reletting. The City agrees to pay Owner on demand any deficiency that may arise by reason of any reletting of the Premises; further, the City agrees to reimburse Owner for any reasonable expenditures made by it in order to relet the Premises, including, but not limited to, (1) all accrued, unpaid sums, plus interest at the Default Rate for past due sums up to the date of termination, (2) Owner's cost of recovering possession of the Premises, (3) sums accruing subsequent to the date of termination pursuant to the holdover provision of this Lease, (4) attorney's fees and brokerage fees, and (5) any other sum of money or damages owed by the City to Owner.
- b. Owner may terminate this Lease, in which event the City shall immediately surrender the Premises to Owner, and if the City fails to surrender the Premises, Owner may, without prejudice to any other remedy which it may have for possession or arrearages in Monthly Rent, enter upon and take

possession of the Premises, and lock out, expel or remove the City and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages. The City agrees to pay on demand the amount of all loss and damage which Owner may suffer for any reason due to the termination of this Lease hereunder, including (without limitation) loss and damage due to the failure of the City to maintain and/or repair the Premises as required hereunder and/or due to the inability of Owner to relet the Premises on satisfactory terms or otherwise.

- c. In the event the City is in default under this Lease and has either abandoned or vacated the Premises or Owner has reentered and terminated The City's right to possession of the Premises, Owner agrees to undertake reasonable efforts determined by Owner, in the exercise of its business judgment, to relet the Premises.

12.03 Events Upon Termination. If, pursuant to this Article XII, Owner elects to terminate this Lease, or terminate the City's right to possession without termination of this Lease, then at Owner's election in Owner's sole and unfettered discretion, there shall be recoverable by Owner from City; (1) all accrued, unpaid sums, plus interest at the Default Rate for past due sums up to the date of termination, (2) Owner's cost of recovering possession of the Premises, (3) Any sums accruing subsequent to the date of termination pursuant to the holdover provision of this Lease, (4) attorney's fees and brokerage fees, and (5) any other sum of money or damages owed by the City to Owner.

12.04 Events Upon Termination of Possession. If Owner elects to terminate the City's right to possession without termination of this Lease Agreement, but elects not to pursue the remedies set forth in the paragraph above, the City shall continue to be liable for all rental, including, without limitation, all sums which may become due hereunder, and Owner may relet the Premises, or any part thereof, to a substitute tenant or tenants for a period of time equal to or lesser or greater than the remainder of the term of the Lease on whatever terms and conditions Owner, at Owner's sole discretion, deems advisable. Notwithstanding any such reletting without termination of this Lease, Owner may at any time thereafter elect to exercise its rights in the paragraph above for such previous breach. Notwithstanding anything to the contrary, upon the default of any substitute tenant or tenants or upon the expiration of the lease term of such substitute tenant or tenants before the expiration of the term of this Lease, Owner may, at Owner's election, either relet to still another substitute tenant or tenants, or exercise any of its rights hereunder.

12.05 Storage of Property. Any and all property which may be removed from the Premises by Owner pursuant to the authority of this Lease or the law, to which the City is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Owner at the risk, cost and expense of the City, and Owner shall in no event be responsible for the value, preservation or safekeeping thereof. The City shall pay to Owner, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Owner's possession or under Owner's control. Any such property of the City not retaken by the City from storage within thirty (30) days after notice in writing from Owner to the City shall,

at Owner's option, be deemed conveyed by the City to Owner under this Lease as though by bill of sale without further payment or credit by Owner to the City.

12.06 Additional Provisions in the Event of Default. It is the intention and agreement of Owner and the City that if an event of default shall have occurred, in addition to the other terms and provisions of this Lease, the following shall apply and the taking by Owner of any action hereafter described shall not render applicable the doctrine of surrender by operation of law:

- a. Any notice of termination of the City's right to possession of the Premises given by Owner shall not terminate the City's liability for monetary amounts owing and thereafter becoming owing under this Lease. Any notice of termination of this Lease given by Owner shall mean termination of the City's leasehold estate under this Lease, with the City remaining liable, however, for damages calculated in the manner provided elsewhere in this Lease.
- b. If Owner, at Owner's option, elects to resume possession of the Premises and/or to have any nature of dealings with respect to the Premises, Owner shall act as a principal and shall not constitute the City's agent or have any other nature of fiduciary duty to the City.
- c. Without purporting to limit the scope of Owner's permitted dealings with respect to the Premises, Owner may, at Owner's option, do any of the following: (1) list the Premises for rent, or for lease, or for sale with any broker or brokers; (2) advertise the availability of the Premises for rent, or for lease, or for sale in newspapers or any other publication; (3) place any sign or signs at the Premises; (4) accept possession of keys to the Premises; (5) permit other parties to have keys to the Premises; (6) make physical alterations to the Premises of any type or nature (whether for the purpose of making the Premises secure or repairing damage or updating the Premises or making specific modifications to the Premises associated with occupancy by another party or otherwise); (7) visit the Premises and permit others to visit the Premises from time to time; (8) connect or disconnect utilities serving the Premises; (9) permit occupancy of the Premises by third parties from time to time under any nature of lease or other contractual arrangements deemed advisable by Owner (regardless of the substantive content of any such lease or other contract) and including, by way of example but not limitation, provisions allowing Owner to cancel any subsequent lease of the Premises prior to its stated expiration date even though the subsequent occupant is not in default, (e.g. by mutual agreement of Owner and the subsequent occupant); and (10) finance or refinance the Premises.
- d. Owner may collect rent and other monetary amounts from sublessees and other occupants holding under the City, directly or indirectly.

- e. Owner may use or occupy the Premises for Owner's own business or personal purposes, inclusive of the right of Owner to enter into one or more subleases or grant other occupancy rights with respect to the Premises.
- f. The City waives and releases any and all rights to assert the termination of the City's liability with respect to this Lease by reason of or based on the doctrine of surrender by operation of law and agrees that any such termination or surrender may be evidenced only by the written agreement of Owner and The City if any such written agreement is hereafter executed and delivered.

12.07 Rights Cumulative. All rights and remedies of Owner herein or existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

12.08 Waiver. Failure of Owner to declare an event of default immediately upon its occurrence, or any delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Owner shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth herein shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy hereunder or at law constitute forfeiture or waiver of any sums due or becoming due, or damages accruing to Owner by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Owner to enforce one or more of the remedies provided hereunder or at law upon any event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms provisions and covenants contained in this Lease. Owner may collect and receive sums due from the City without waiving or affecting any rights or remedies that Owner may have at law or in equity or by virtue of this Lease at the time of such payment. Institution of a forcible detainer action to reenter the Premises shall not be construed to be an election by Owner to terminate this Lease.

ARTICLE XIII

CERTAIN COVENANTS OF THE CITY

13.01 Incurring Financial Obligation. Neither the City nor its employees, contractors or Physicians shall incur any financial obligation on behalf of the Owner without the prior written approval of the appropriate Owner officer authorized to approve such obligations.

13.02 Compensation of City Employees. The City shall be solely responsible for the compensation of its employees for services provided on the Premises. The Owner shall have no obligation for the compensation and benefits of any of the City employees (except as otherwise provided in any applicable written agreements between the parties hereto).

13.03 Corporate Practice of Medicine. Notwithstanding any provision to the contrary contained herein, this Lease is not intended to (a) constitute the use of a medical license or the practice of medicine or other health services by anyone other than a person licensed to provide such

services; (b) aid any corporation to practice medicine, or other health services when in fact such corporation is not licensed to practice such services; or (c) do any other act or create any other arrangements in violation of the Texas Medical Practice Act or Health Insurance Portability and Accountability Act, or any other laws or regulations governing the delivery of medical services.

13.04 Stark and Antikickback Laws. The parties enter into this Lease with the intent of conducting their relationship in full compliance with applicable federal, state, and local law, including but not limited to the federal Stark law, the federal anti-kickback statute, and the Texas prohibition against the solicitation of patients. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Lease in a manner to constitute a violation of the Stark law, anti-kickback statute, or the Texas prohibition against the solicitation of patients. The City acknowledges and agrees that this Lease does not require, and shall not be construed to require (either directly or indirectly, explicitly or implicitly), use by the City or any physicians, or any other facility or service related to the Owner, or the admission or referral of any client to other facilities related to the Owner.

ARTICLE XIV **MISCELLANEOUS**

14.01 Quiet Enjoyment. The City, subject to the terms and provisions of this Lease and all governmental regulations, upon paying all the rent and observing, keeping and performing all of the covenants, conditions and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof without hindrance or ejection by any persons.

14.02 Attachment of Liability. Any provisions of this Lease to the contrary notwithstanding, the parties hereby agree that no personal or corporate liability of any kind or character whatsoever now attaches or at any time hereafter under any condition shall attach to Owner or City or any of their partners or successors and assigns, or any future owner or tenant of the Premises for the performance of any obligations of Owner or City under this Lease. It is agreed that neither Owner nor City nor any of their partners or successors or assigns shall be liable for any such judgment. It is further understood and agreed that with respect to any obligation of Owner or City hereunder, neither Owner nor City shall be liable for delay, failure or default when such delay, failure or default occurs by reason of any act or neglect of the either party of the party's servants, agents, employees, licensees or any person claiming by, through or under the party or themselves.

14.03 Estoppel and Subordination. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this Lease. Without limiting the generality of the foregoing, the City specifically agrees, promptly upon the commencement of the term, to acknowledge satisfaction of any requirements of Owner. At the request of either party, any such statement shall be in recordable form. The City agrees to execute subordination and other agreements if so requested by any lender with a lien secured by the Premises. Any such subordination may be conditional upon the agreement of such lender to recognize this Lease and agree not to disturb the City so long as the City is not in default hereunder.

In the event the City fails to execute a subordination agreement within 30 days after demand in writing, the City does hereby irrevocably appoint Owner as its attorney-in-fact and in its name, place and stead so to do.

14.04 Severability. Except as provided in Section 2.04, if any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14.05 Memorandum of Lease. Owner and the City agree not to record this Lease, but each party hereto agrees, on the request of the other, to execute a memorandum of lease in form recordable and complying with applicable Texas laws and reasonably satisfactory to Owner's attorneys, but which shall not vary the terms and conditions of this Lease.

14.06 Notices. Any notice to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been given if delivered in person to the address set forth below for the party to whom the notice is given, or if placed in the United States mail, postage prepaid, registered or certified with return receipt requested, addressed to the party at the address set forth below:

If to Owner: CEO
Opportunity Home SA
818 South Flores
San Antonio, Texas 78204

With a Copy to: Brandee Perez
Chief Operating Officer
Housing Authority of the City of San Antonio
818 S. Flores
San Antonio, Texas 78204

If to City: Director of Health
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

With a Copy to: Deputy, Community Services Division
City Attorney's Office
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Any notice or other communication required or permitted to be given will be deemed to have been received three days after deposit in any U.S. Postal Service post office box, postage prepaid,

addressed as set forth above. Any notice or other communication delivered by other means will be deemed received only upon delivery to the addressee. Notice may be given by facsimile transmission. The addresses and addressees to which notice is to be given may be changed by written notice given in the manner specified in this Section and actually received by the addressee.

14.07 No Broker. Owner and the City represent to one another that they have not dealt with any broker in connection with the consummation of this Lease, and each is responsible for any brokerage fees it may have incurred.

14.08 Surrender. On the last day of the term of this Lease, or upon the earlier termination of this Lease, the City shall peaceably and quietly leave, surrender and yield up to Owner the Premises, broom clean and in good condition, reasonable wear and tear excepted. The City shall surrender all keys to said Premises. If the City fails to do any of the foregoing, Owner may without notice, enter upon, reenter, possess and repossess itself thereof, by force, summary proceedings, eviction, forcible detainer, or otherwise as permitted by law and may dispossess and remove the City and all persons and property from the Premises. The City hereby waives any and all damages or claims for damages as a result thereof. Such dispossession and removal of the City shall not constitute a waiver by Owner of any claims by Owner against the City. If the City does not surrender possession of the Premises at the end of the original scheduled term or upon the sooner termination of this Lease, the City shall be a tenant-at-sufferance of Owner.

14.09. Authority. If a party executes this Lease as a corporation or a partnership (general or limited), each person executing this Lease on behalf of such party represents and warrants as to the party represented by such person, that: the party executing the Lease is a duly authorized and existing corporation or partnership (general or limited), qualified to do business in the state in which the Premises are located, the corporation or partnership (general or limited) has full right and authority to enter into this Lease, each person signing on behalf of the corporation or partnership (general or limited) is authorized to do so, and the execution and delivery of the Lease will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement, or other contract or instrument to which such party is a party or by which it may be bound.

14.10 Time of the Essence. The time of the performance of all of the covenants, conditions and agreements of this Lease is of the essence of this Lease.

14.12 Conflict of Interest. No member, officer or employee of Owner during his tenure or for one year thereafter, shall have any interest directly or indirectly, in this Lease or in the proceeds thereof.

14.13 Section 3 of 12 USC 1701u. The City shall to the extent feasible, comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) Employment Opportunities for Lower Income Persons Connected with Assisted Projects) and regulation which implements Section 3 to the extent applicable to municipalities generally, apart from the terms of this Lease.

14.14 Entire Agreement. THIS LEASE, WITH THE SPECIFIC REFERENCES TO EXTRINSIC DOCUMENTS, (EXHIBIT "A") IS THE ENTIRE AGREEMENT OF THE PARTIES; THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENT OR PROMISES PERTAINING TO THE SUBJECT MATTER OF THIS LEASE OR OF ANY EXPRESSLY MENTIONED EXTRINSIC DOCUMENTS THAT ARE NOT INCORPORATED IN WRITING IN THIS LEASE.

14.13 Amendment. THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY Owner AND THE CITY.

14.14 References. All references herein to articles, sections, paragraphs and subparagraphs are, unless expressly indicated otherwise, references to articles, sections, paragraphs and subparagraphs of this Lease. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here," and the phrase "this Lease," when used in this Lease shall, unless expressly indicated otherwise, refer to the Lease and any Exhibits or Addenda to this Lease and not to one or the other or to any particular provision or section thereof. All references herein to an "Exhibit," "Addendum," "Appendix," "Attachment," "Schedule" or "Rider" are references to exhibits, addenda, annexes, appendices, attachments, schedules or riders and/or attached hereto, all of which are made a part hereof for all purposes, to the same extent and with the same force and effect as if each were set forth herein verbatim, it being further agreed by the City and Owner that if any exhibit, addendum, annex, appendix, attachment, or schedule attached hereto, which is to be executed and delivered, contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained and as contemplated herein prior to or at the time of the execution and delivery thereof.

14.15 Hazardous Materials. The City shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any Hazardous Materials (defined herein) on, under, in, above, to or from the Premises other than in strict compliance with all applicable federal, state and local laws, rules, regulations and orders (the "Environmental Laws"). For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials or other substances of any kind or character that are or become regulated as hazardous or toxic wastes or substances, or which require special handling or treatment, under any applicable Environmental Laws, but shall exclude any Hazardous Materials typically found in commercial construction, cleaning and medical products used and disposed of in accordance with applicable laws, rules and regulations of all governmental authorities having jurisdiction over Owner, the City or the Premises. Further, the City shall comply with all statutes, regulations, rules and ordinances relating to the storage and handling of medical, pathological, hazardous, or infectious wastes.

14.16 Successors. Subject to the limitations set forth herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

14.17 Reservations. This Lease is made and accepted subject to all effective conditions, restrictions and easements of record, if any, in the Deed, Plat and/or Real Property Records of Bexar County, Texas.

14.18 Force Majeure. Other than for the City's monetary obligations under this Lease, whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or not, and not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Any elimination or shutting off of light, air, or view by any structure which may be erected on lands adjacent to the Premises shall in no way affect this Lease or impose any liability on Owner.

14.19 No Joint Venture. Nothing contained herein shall be deemed or construed by the parties hereto, nor any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the City, the Owner and the Partners, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the City, the Owner and the Partners hereto. Notwithstanding anything herein to the contrary, this agreement shall not be construed to have granted the Partners any interest in the Property granted in this agreement or any of its rights or interests thereunder and the Partners shall be deemed to be only sublicensees or subcontractors to the City and not "tenants" hereunder.

14.20 Proprietary Property. Each party agrees that the other party's proprietary property shall not be possessed, used, or disclosed otherwise than may be necessary for the performance of this Agreement. Each party acknowledges that its violation of this Agreement would cause the other party irreparable harm and may (without limiting the other party's remedies for such breach) be enjoined at the instance of the other party. Each party agrees that upon termination of this Agreement for any reason, absent the prior written consent of the other party, it shall have no right to and shall cease all use of the other party's proprietary property and shall return all such proprietary property of the other party in its possession to the other party.

14.21 No Third-Party Beneficiaries. Nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, including the Partners, any remedy or claim under or by reason of this Lease or any term, covenant or condition hereof, as third party beneficiaries or otherwise other than the parties hereto and their respective successors or assigns, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

ARTICLE XV
APPROPRIATIONS

All obligations of the City of San Antonio under this instrument are subject to the discretion of City Council whether to appropriate funding for any given year of a term. If the City Council fails to appropriate money for this Lease in an annual City of San Antonio Budget, the City may terminate this Lease and have no further liability.

EXECUTED IN TRIPLICATE ORIGINALS AS OF THE DATES SHOWN BY THE SIGNATURES BELOW.

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Opportunity Home SA

DocuSigned by:
By: Joel Tabar
F2357C3B96D74FD...

Printed Name: Joel Tabar

Title: Director of Resident Services

Date: 11/21/23

Approved As to Form for City:

City Attorney

Approved As to Form for Opportunity Home SA:

DocuSigned by:
Brandee R. Perez
B60757B8288642A...
Chief Operating Officer

Exhibit "A"

Description Floor Plan City's portion of the Building and Premises



 - COSA WIC

 - COMMON AREA

Exhibit B

Scope of work of modifications to be completed by City at its cost and expense to prepare the space formerly occupied by UHS for City use.

- Interior painting of walls, doors and frames
- LVT in offices
- Replace counter tops and paint bases.
- Relocate network cabling and install data drops in 9 offices.
- Install window blinds.
- Door signage
- Replace outdoor signage.
- Paint the shared lobby area in a neutral color.
- Security enhancements to the Premises including cameras and security alarms.
- IT Network cabling and equipment

Exhibit C

Premises to be Used by City for Demonstration Gardens and Other Community Focused Nutritional Programs.



Exhibit D Building Occupancy Breakdown

	Usable SF	% Occupancy
COSA WIC	2,580	27%
Vacant	2,342	25%
UT Dental	4,600	48%
Common Area	1,175	
Total Building Area	10,697	100.00%