

**SECOND AMENDMENT TO THE
AMENDMENT AND RESTATEMENT OF THE HENRY B. GONZALEZ
CONVENTION CENTER(BUSINESS CENTER) LEASE AGREEMENT**

BETWEEN THE CITY OF SAN ANTONIO AND THE UPS STORE, INC.

This Second Amendment ("Second Amendment") to the Amendment and Restatement of the Henry B. Gonzalez Convention Center (Business Center) Lease Agreement is entered into, pursuant to Ordinance Number 2022 – __ – __ – ____, passed and approved on _____, 2022, by and between the CITY OF SAN ANTONIO ("City") and TEXAS BADGER DEVELOPMENTS-1, L.L.C., d/b/a "The UPS Store, Inc.,("Tenant") together referred to as the "Parties."

RECITALS

- A. City and Tenant entered into the Amendment and Restatement of the Henry B. Gonzalez Convention Center (Business Center) Lease Agreement pursuant to Ordinance 2013-11-21-0787, passed and approved on November 21, 2013, as amended by the First Amendment and Extension to the Amendment and Restatement of the Henry B. Gonzalez Convention Center ("Business Center) Lease Agreement (collectively "Agreement").
- B. City is currently in the process of issuing a solicitation for a new lease agreement for the Business Center ("New Lease Agreement").
- C. The Parties desire to extend the Agreement and amend the terms and conditions of the Agreement, as further described below.

AMENDMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Agreement, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. **Section 3.2** shall be amended to extend the current Renewal Term of the Agreement through the effective date of the New Lease Agreement or December 31, 2023, whichever is sooner.
2. **Section 6.1** shall be deleted in its entirety and replaced with the following:

"Effective January 1, 2023, Tenant shall pay a monthly base rent of 5% of all Gross Sales at the Business Center. ("Monthly Base Rent") no later than the twentieth (20th) calendar day of the month following the preceding month's activity."
3. The second sentence of **Section 6.2** shall be deleted in its entirety.
4. **Sections 6.3 and 6.7** shall be deleted in their entirety and the remaining Sections of **Article VI** shall be renumbered accordingly.


5. No Other Changes. Except as specifically set forth in this Second Amendment, all of the terms and conditions of the Agreement shall remain the same and are ratified and confirmed.

IN WITNESS HEREOF, the Parties have executed in duplicate originals this Second Amendment on the 1st day of December 2022.

CITY OF SAN ANTONIO
a municipal corporation

**TEXAS BADGER DEVELOPMENTS-1,
L.L.C.**
a Texas corporation

Patricia Muzquiz-Cantor
Director, Convention & Sports Facilities


Richard L. Schoff
Owner

APPROVED AS TO FORM:

City Attorney