

1st Amendment to Ground Lease Agreement
(North East Independent School District)

This 1st Amendment to Ground Lease is entered into between Lessor and Lessee as of the later of the two signatures at the end.

1. Identifying Information.

Authorizing Ordinance:

Lessor: North East Independent School District

Lessor's Address: 8961 Tesoro Drive, Suite 602, San Antonio, Texas 78217

Lessee: City of San Antonio

Lessee's Address: P.O. Box 839966, San Antonio, Texas 78283-39661

Lease: Lease Agreement between the North East Independent School District as Lessor and the City of San Antonio, as Lessee, for the operation and maintenance of a Learning and Leadership Center at 107 W. Rampart, San Antonio, Bexar County, Texas 78216, commonly referred to as the Col. Victor Ferrari Learning & Leadership Development Center, to combat illiteracy in the City of San Antonio and authorized by the Ordinance Authorizing Original Lease

Ordinance Authorizing Original Lease: 95614

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to "Lease" in this amendment include both the original Lease and all previous amendments to it.

3. Change in description of Premises

The definition of the Premises is hereby amended to read as follows:

A parcel containing approximately 38,000 square feet of gross area and the facilities contained thereon located at 107 W. Rampart, San Antonio, Bexar County, Texas, 78216, commonly referred to as the Col. Victor Ferrari Learning & Leadership Development Center, and more particularly described on **Exhibit A**, which is incorporated herein for all purposes.

4. Change in Term.

4.1. Section 3.1 of the Lease is amended to read as follows:

The primary term of this Lease Agreement shall commence upon the execution date of this Lease Agreement and terminate the **later** of (i) September 27, 2030, twenty-five (25) years from the first date occupancy of September 28, 2005 as stated on the Certificate of Occupancy; or (ii) the Lessee's payment in full of the outstanding amount derived from the City's 1989 Library / Learning Center Bond proceeds and other City issued debt, the proceeds of which were used to construct and repair improvements at the Premises.

4.2. All sections of the Lease referencing the right to extend the Term for an additional fifteen (15) year term are amended to remove such references and the same sections are to be construed as if such right to extend had never been contained therein.

5. Notice

All sections of the Lease referencing notice to the Director of the Department of Community Initiatives or to the Department of Community Initiatives shall be amended to provide notice to the Director of the Department of Human Services or to the Department of Human Services, as applicable, at 107 S. Mary's St., 7th Floor, San Antonio, Texas, 78205.

6. No Default.

Neither Lessor nor Lessee 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 the date of the last party to sign this amendment.

7. Same Terms and Conditions.

This amendment is a fully- integrated expression of the changes the parties intend to make to the Lease, as previously amended. The parties acknowledge that, except as expressly set forth in this amendment, the Lease, as previously amended, remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Lessor and Lessee are bound thereby. Neither party is in default under the Lease, as amended. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

8. 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.

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

Lessee

Lessor

City of San Antonio, a Texas municipal corporation

North East Independent School District

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

City Attorney