

# Termination of Lease Agreement

(San Antonio Food Bank)

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This Termination of Lease Agreement is entered into between Tenant and the City of San Antonio ("Landlord"), P.O. Box 839966, San Antonio, Texas 78283-3966, pursuant to the Authorizing Ordinance.

## 1. Identifying Information.

### Authorizing Ordinance:

**Tenant:** San Antonio Food Bank

**Tenant's Address:** 4311 Director Drive, San Antonio, Texas 78219-3202

**Lease:** Lease (San Antonio Food Bank) whereby the City of San Antonio, as Landlord, leased to the San Antonio Food Bank, as Tenant, approximately 23.55 acres in the Southwest Business and Technology Park, as authorized by the Ordinance Authorizing Lease

**Ordinance Authorizing Lease:** 2013-01-31-0068

**Termination Date:** The Closing Date of the transaction by which Landlord sells to Tenant the premises subject to the lease.

## 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. Termination.

Despite any provisions in the Lease to the contrary, the Lease is terminated effective the Termination Date, if the Termination Date occurs before January 31, 2015. If the Termination Date does not timely occur, this Termination of Lease Agreement is void. The Termination Date is presumed to have occurred not later than the date of recording of the deed from Landlord to Tenant. By sufficient evidence, it may be shown to have occurred on an earlier date.

## 4. Security Deposit.

The parties acknowledge that Tenant posted no security deposit under the Lease.

## 5. 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 the date of Landlord's signature on this amendment.

## 7. Same Terms and Conditions.

This termination agreement is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended.

## 8. Date of Amendment

For purposes of reference, the date of this amendment is the date of the later of the signatures set forth below.

### Landlord

**City of San Antonio**, a Texas municipal corporation, by:

Signature:\_\_\_\_\_

Printed  
Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

### Tenant

**San Antonio Food Bank, Inc.**, a Texas non-profit corporation

Signature:\_\_\_\_\_

Printed  
Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

### Attest:

\_\_\_\_\_  
City Clerk

### Approved as to Form:

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