

First Amendment to Primary Ground Lease

(Kennel Facility with Animal Defense League)

This First Amendment to Primary Ground Lease Agreement is entered into by and between Landlord and Tenant as of the Effective Date.

1. Identifying Information.

Authorizing Ordinance:

Landlord: Animal Defense League of Texas (“ADL”)

Landlord’s Address: 11300 Nacogdoches Road
San Antonio, Texas 78217

Tenant City of San Antonio

Tenant’s Address: P.O. Box 839966, San Antonio, Texas 78283-3966
Attention: Center City Development Office - Real Estate
Leasing

Lease: Primary Ground Lease Agreement between the City of San Antonio and Animal Defense League of Texas, pertaining to a parcel containing approximately 2 acres, located at 11300 Nacogdoches Road, San Antonio, Bexar County, Texas, as authorized by the Ordinance Authorizing Original Lease.

Permitted Use: Any and all lawful uses

Lease Commencement Date: The date of commencement of the Funding Agreement

Initial Term: Until (a) the expiration of 25 years from the Lease Commencement Date; (b) final repayment by the City of all bonds providing funding for the Funding Agreement, as those bonds may be refinanced from time to time, whichever occurs later.

Funding Agreement: Agreement of even date here, with between Landlord and Tenant for funding a Kennel Facility pursuant to the Ordinance Authorizing Original Lease.

Sub Ground Lease: Lease whereby the Animal Defense League subleases the Premises from City of even date herewith pursuant to the Authorizing Ordinance.

Ordinance Authorizing Original Lease: 2013-05-30-0355

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” or “Primary Ground” in this amendment include the original Lease.

3. Lease Term.

Section 2 *Lease Term*, of the Lease is amended in its entirety and the following is inserted in substitution.

2.01 The Term is as stated above for Initial Term.

2.02 The Parties shall have the option to extend the Lease Term of this Ground Lease for one (1) year, but not more than five (5) years after the Initial Term in the event Landlord/ADL does not meet the minimum animal rescue obligations in accordance with the Funding Agreement. Any extensions of this Lease shall be in writing and subject to the approval of the San Antonio City Council.

4. 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.

5. Same Terms and Conditions.

This amendment is a fully integrated expression of the changes the Parties intend to make to the Lease. The Parties acknowledge that, except as expressly set forth in this amendment, the Lease remains in full force and effect according to its terms, and the Parties reaffirm the obligations, under this Lease. 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.

6. 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.

DRAFT

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

Tenant

City of San Antonio,
a Texas municipal corporation

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Landlord

Animal Defense League of Texas,
a Texas non-profit corporation

Signature: _____

Printed
Name: _____

Title: _____

Date: _____