

# First Amendment of Retail Lease

(ACS Spay and Neuter Clinic – Las Palmas Shopping Center)

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This First Amendment of Retail Lease is entered into between Landlord and Tenant.

## 1. Identifying Information.

**Original Authorizing Ordinance:** 2024-060-20-0472

**First Amendment Authorizing Ordinance:** 2024-XX-XX-XXXX

**Landlord:** TCP Las Palmas Partners, LTD.  
c/o TCP Realty Services

**Landlord's Address:** 5910 North Central Expressway, Suite 1802  
Dallas, TX 75206

**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Leasing Manager, Building and Equipment Services Department)

**Lease:** Suite 120; 3,700 rentable SF total area as shown on **Exhibit A-1** of the Lease, which is 1.63% of the total area of the shopping center known as Las Palmas Shopping Center (the "Shopping Center") located on 22.23 acres situated on 4 separate but adjoining tax parcels as of 2024 at 803 Castroville Road, as shown on **Exhibit A-2** of the Lease.

**Address for Payment of Rent:** TCP Las Palmas Partners, LTD.  
C/O TCP Realty Services  
5910 North Central Expressway, Suite 1802  
Dallas, TX 75206

## **2. Defined Terms.**

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them. References to "Lease" in this Renewal include the original Lease.

## **3. Additional Tenant Improvement Allowance.**

The Additional Tenant Improvement Allowance as that term is defined in Section 7.04 of the Lease shall be amended to \$206.08 per RSF (\$762,500.00).

As such, **Exhibit B** of the Lease shall also be amended to reflect the amendment of that term to \$206.08 per RSF (\$762,500.00) in the Section 1 Basic Work Letter Information chart.

## **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 this Renewal of Lease Agreement.

## **5. Same Terms and Conditions.**

This First Amendment of Retail Lease is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this First Amendment, the Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement and represent to each other that no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion. If this First Amendment conflicts with the Lease, this First Amendment of Retail Lease controls.

## **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. Nothing in this agreement waives an otherwise applicable exception to disclosure.

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

**Landlord**

**Tenant**

**TCP Las Palmas Partners, LTD.**

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

TCP Las Palmas, Inc., its general partner

By:   
DocuSigned by:  
E6B3795083544D2...

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

Printed Name: Robert Neely

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

Title: Manager & CEO

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

Date: 11/11/2024

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

Approved as to Form:

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