

**FOURTH AMENDMENT TO FIRST AMENDED AND RESTATED
BASEBALL STADIUM FACILITY LEASE AGREEMENT**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this Fourth Amendment to First Amended and Restated Baseball Stadium Facility Lease Agreement (“Fourth Amendment”) is entered into by the City of San Antonio, a Texas Municipal corporation (“City”), acting by and through its Assistant City Manager pursuant to and duly authorized by Ordinance No. 2023-12-07-____, passed and approved on December 7, 2023, and San Antonio Missions Baseball Club LLC, a Texas limited liability company (“Lessee”), acting by and through its duly authorized designated representative.

A. City and Lessee (“Parties”) entered into the First Amended and Restated Baseball Stadium Facility Lease Agreement (“Agreement”) pursuant to City of San Antonio Ordinance No. 2006-11-16-1300, passed and approved on November 16, 2006, with an initial term expiring on September 30, 2016.

B. City and Lessee entered into the First Amendment and Extension to the First Amended and Restated Facility Lease Agreement (“First Amendment”) pursuant to Ordinance No. 2017-03-02-0126, passed and approved on March 2, 2017, amending specific provisions of the Agreement and exercising the First Option Term extending the Agreement through September 30, 2021, the Second Extension of the First Amended and Restated Baseball Stadium Facility Lease Agreement, pursuant to Ordinance No. 2021-09-02-0634, passed and approved on September 2, 2021, extending the Agreement through September 30, 2026, and the Second Amendment to the First Amended and Restated Facility Lease Agreement (“Second Amendment”) pursuant to Ordinance No. 2022-02-10-0090, passed and approved on February 10, 2022, amending specific provisions of the Agreement, Ordinance No. 2022-11-10-0880, dated November 10, 2022, authorized a Lease assignment from the San Antonio Missions Baseball Club, Inc. to SA Missions Baseball Club, LLC and Ordinance No. 2023-03-23-0178, dated March 23, 2023 authorized the Third Amendment to the First Amended and Restated Baseball Stadium Facility Lease Agreement (“Third Amendment”).

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth in this Third Amendment, City and Lessee agree as follows:

1. Exhibit VII is amended to include the Stadium Improvements Plan attached to this Fourth Amendment as Exhibit VII. Such Exhibit VII shall be added, attached and incorporated into Exhibit VII of the Agreement.

Except as otherwise expressly modified by this Fourth Amendment, all terms and provisions of the Agreement are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms.

Signatures on following page

EXECUTED AND SIGNED to be effective December 7, 2023.

CITY OF SAN ANTONIO

SAN ANTONIO MISSIONS BASEBALL CLUB LLC

Alejandra Lopez
Assistant City Manager



Bruce Hill
Principal

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit VII
Stadium Improvements Plan

I. Improvements to be paid by City at 100%:

Netting – \$217,305.00 - replacement and extension of the field netting to the foul poles

Completion date: Prior to the first home game of the 2024 Season, scheduled on April 9, 2024

Lessee shall be responsible for contracting and paying for such services. City will reimburse Lessee up to \$217,305.00 for such improvements within thirty days of Lessee's submission of an invoice to City and City's approval of such invoice. City will monitor the progress of such work.

City - \$217,305.00

II. Improvements to be split between City and Lessee at 70% (City)/30% (Lessee)

New Sod and Irrigation - \$42,703.00 – New sod and irrigation on berm in left field

Umpire Dressing Room - \$26,135.00

Facility Security –

Metal Detectors - \$37,454.00

Cameras - \$750.00

Lighting - \$3,500.00 – for Equipment Storage Area

Fencing - \$17,617.00 – for Equipment Storage Area

Completion date: Prior to the first home game of the 2024 Season, scheduled on April 9, 2024

Lessee shall be responsible for contracting and paying for such services. City will reimburse Lessee up to \$89,711.00 for such services within thirty days of Lessee's submission of an invoice to City and City's approval of such invoice. City will monitor the progress of such work.

City - \$89,711.00/Lessee - \$38,448.00

Totals – City - \$307,016.00 /Lessee - \$38,448.00