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STATE OF TEXAS	§	**FIRST AMENDMENT TO THE GRANT**
	§	**AGREEMENT BETWEEN THE COUNTY**
COUNTY OF BEXAR	§	**OF BEXAR AND PETCO ANIMAL**
	§	**SUPPLIES INCORPORATED**

THIS FIRST AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE COUNTY OF BEXAR AND PETCO ANIMAL SUPPLIES INCORPORATED ("***First Amendment***") is made and entered into as of the date of the last signature set forth on the signature page below ("***Effective Date***") by and between **BEXAR COUNTY**, a political subdivision of the State of Texas ("***COUNTY***"), duly acting herein by and through the Bexar County Commissioners Court (the "***Commissioners Court***") for and on behalf of COUNTY, and **PETCO ANIMAL SUPPLIES, INC.**, a Delaware corporation, validly existing, in good standing and authorized to do business in the State of Texas ("***PETCO***"). PETCO and COUNTY may hereafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, the COUNTY and PETCO entered into a Grant Agreement (the "***Agreement***") approved by Order of the Commissioners Court dated November 1, 2011 and executed by the COUNTY on November 1, 2011 by which PETCO was granted an Economic Development Grant, subject to the terms and conditions as contained therein; and

WHEREAS, pursuant to this First Amendment, the Parties desire to amend the Agreement to add an additional one hundred thousand dollars ($100,000.00) to PETCO for fiscal year 2012-2013 and an additional four hundred thousand dollars ($400,000.00) to PETCO for fiscal year 2013-2014.

NOW THEREFORE, in return for the mutual promises set forth below and PETCO's agreement to forego a one-time transfer of five hundred thousand dollars ($500,000.00) from the COUNTY's Community Infrastructure Economic Development (CIED) Fund in exchange for the funding as set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

ARTICLE I
AGREEMENT

1.01 Economic Development Grant. From and after the Effective Date of this First Amendment, Article VI, Section 6.01 of the Agreement is deleted and the following is inserted in its place:

"6.01 Pursuant to this Agreement, the COUNTY will provide PETCO with an Economic Development Grant in an amount not to exceed seven hundred thousand dollars ($700,000.00). The Economic Development Grant will be paid in five (5) installments (each payment an "***Installment***") as follows:

1) Fiscal Year 2011-2012 - $40,000.00
2) Fiscal Year 2012-2013 - $140,000.00
3) Fiscal Year 2013-2014 - $440,000.00
4) Fiscal Year 2014-2015 - $40,000.00
5) Fiscal Year 2015-2016 - $40,000.00

Each Installment shall become due on June 30th of the calendar year for which such Installment is due, to be paid by the COUNTY as soon as reasonably practical thereafter, provided PETCO remains in compliance with all of the terms, conditions, representations and warranties contained in this Agreement and the Petco Tax Abatement Agreement through the Term."

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ARTICLE II
OTHER TERMS AND CONDITIONS

2.01 The Witnesseth section beginning on page 1 of this First Amendment is hereby incorporated by reference as if fully set forth herein. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2.02 Except as modified by this First Amendment, all other terms and conditions of the Agreement are hereby confirmed, ratified and shall remain unchanged and in full force and effect.

(remainder of page intentionally left blank)

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ARTICLE III
COMMISSIONERS COURT AUTHORIZATION

3.01 This First Amendment was approved by Order of the Commissioners Court dated August 21, 2012 authorizing the County Judge to execute this First Amendment on behalf of COUNTY.

IN WITNESS WHEREOF, this First Amendment is executed in triplicate originals effective this 21 day of August, 2012.

COUNTY OF BEXAR

By: _____
NELSON W. WOLFF,
County Judge

PETCO ANIMAL SUPPLIES INCORPORATED,
a Delaware corporation

By: _____
Michael E Foss
Chief Financial Officer

Date: 8/20/12

ATTEST:

_____
GERARD RICKHOFF
County Clerk

By: _____

APPROVED AS TO LEGAL FORM:

SUSAN D. REED
Criminal District Attorney
County of Bexar, Texas

By: _____
LARRY ROBERSON
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

_____
SUSAN YEATTS,
County Auditor

_____
DAVID SMITH,
County Manager

APPROVED:

_____
DAVID MARQUEZ,
Executive Director of Economic Development

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STATE OF TEXAS § **GRANT AGREEMENT BETWEEN THE**
§ **COUNTY OF BEXAR AND PETCO**
COUNTY OF BEXAR § **ANIMAL SUPPLIES INCORPORATED**

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Pursuant to Chapter 381 of the Texas Local Government Code (the "***Code***"), this grant agreement ("***Agreement***") is made and entered into as of the date of the last signature set forth on the signature page below ("***Effective Date***"), by and between COUNTY OF BEXAR, a political subdivision of the State of Texas ("***COUNTY***"), duly acting herein by and through the Bexar County Commissioners Court (the "***Commissioners Court***") for and on behalf of COUNTY, and PETCO ANIMAL SUPPLIES, INC., a Delaware corporation validly existing, in good standing and authorized to do business in the State of Texas ("***PETCO***").

WITNESSETH:

WHEREAS, through the authority granted by Article III, Section 52-a of the Texas Constitution, the Texas Legislature has determined through Section 381.004(b)(1), (3) and (4) of the Code that a public purpose is served by a county stimulating business and commercial activity by developing and administering a program for: state and local economic development, for encouraging and developing business location and commercial activity, and for promoting and advertising a county in order to attract visitors and businesses, and a county commissioners court may grant public money towards such a program; and

WHEREAS, PETCO is a privately held, specialty retailer which provides products and services to pet owners in order to elevate the lives of animals and enhance the connection people have with their pets; and

WHEREAS, PETCO has acquired real property within Bexar County and intends to finish out an existing approximately 114,000 square foot facility for the location of a corporate and regional headquarters located at 654 Richland Hills, San Antonio, Texas 78245 and in the Petco Reinvestment Zone created by the City Council of the City of San Antonio, Texas in Ordinance No. 2010-12-09-1043 (***"Zone"***); and

WHEREAS, PETCO intends to make significant investments in real and personal property and expand its workforce within Bexar County and has requested a grant and a tax abatement on certain property from the COUNTY; and

WHEREAS, the COUNTY has determined that making an economic development grant to PETCO in accordance with this Agreement will further the objectives of the COUNTY and benefit the COUNTY and its residents while also serving the broader purpose of stimulating and encouraging business and commercial activity in the COUNTY, retaining and expanding job opportunities and building the property tax base; and

WHEREAS, pursuant to Section 381.004(c)(1) of the Code, the COUNTY may contract with another entity, including a municipality, non-profit organization, or any other person, to administer a program for local economic development; and

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WHEREAS, COUNTY, through approval and execution of this Agreement, hereby establishes a community and economic development program, pursuant to Section 381.004(b) and (h) of the Code, through a grant of public money to PETCO;

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.01 "***Business Activities***" for purposes of this Agreement shall mean the normal business activities conducted by PETCO relating to its retail business of providing products and services to pet owners and support operations incident thereto, including finance, procurement, human resources, supply chain management and customer service as necessary to support the business operations of PETCO at the Facility (as defined in Article I, Paragraph 1.05).

1.02 "***Economic Development Grant***" for purposes of this Agreement shall have the meaning ascribed to it in Article VI, Paragraph 6.01.

1.03 "***Employee Benefits***" for the purposes of this Agreement shall mean the benefit coverage plans offered to the Employment Positions (as defined in Article I, Paragraph 1.04). Employees of PETCO shall be entitled to participate in: medical, dental, and vision plans; flexible spending accounts; disability insurance; life insurance (with premiums to be paid by PETCO); paid time off; an employee assistance program; a 401(k) plan with PETCO matching contributions at a specified level; and employee discounts at PETCO stores. All Employee Benefits required to be offered to the Employment Positions pursuant to this Paragraph 1.03 must also be made available to the dependents of such employees.

1.04 "***Employment Positions***" for purposes of this Agreement shall mean non-temporary, full-time employees of PETCO at the Facility who work at least forty (40) hours per week and are eligible for the Employee Benefits.

1.05 "***Facility***" for purposes of this Agreement shall mean the approximately 114,000 square foot unfinished office facility located on the Real Property (as defined in Article I, Paragraph 1.12) which PETCO will own in fee and finish out for the purpose of housing operations supporting its Business Activities.

1.06 "***Force Majeure***" for purposes of this Agreement shall mean a contingency or cause beyond the reasonable control of PETCO, limited to fire, explosion, or other casualty or accident or natural disaster and not resulting from the negligence, intentional act or misconduct of PETCO. The burden to prove the occurrence of an event of Force Majeure shall rest solely with PETCO and only upon written submission detailing the event to the COUNTY's Economic Development Department Executive Director.

1.07 "***Governmental Authority***" means any applicable federal, state, county or municipal governmental entity, authority or agency, court, tribunal, regulatory commission or other

body, whether legislative, judicial or executive (or a combination thereof) with jurisdiction over the project.

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1.08 "***Improvements***" for purposes of this Agreement shall have the meaning assigned by Tax Code §1.04(3) and shall include buildings, structures, fixtures, or fences erected on or affixed to land.

1.09 ***"PETCO"*** for purposes of this Agreement shall mean Petco Animal Supplies, Inc. and shall include all wholly owned subsidiaries of Petco Animal Supplies, Inc.

1.10 "***Petco Tax Abatement Agreement***" shall mean the tax abatement agreement entered into of even date herewith between PETCO and the COUNTY under which PETCO is to receive a tax abatement on its Real and Personal Property on the terms and conditions as described therein, attached as Exhibit "B" and incorporated herein for all purposes.

1.11 "***Personal Property***" for purposes of this Agreement shall have the meaning assigned by Tax Code §1.04(4) and (5) and shall include equipment, furniture, fixtures, inventory, and supplies.

1.12 "***Real Property***" for purposes of this Agreement shall mean the parcel of land on which the Facility is located. A legal description of the Real Property is attached as Exhibit "A" and is incorporated herein for all purposes.

ARTICLE II
INTERPRETATIONS

2.01 Each term or phrase used in this Agreement having the first letter of each word capitalized and defined in Article I shall have the meaning ascribed thereto for such term. Capitalized terms used herein and not defined herein shall have the meaning ascribed to such terms in the Petco Tax Abatement Agreement unless the context in which such term or phrase is used clearly indicates otherwise.

ARTICLE III
PURPOSE

3.01 The purpose of this Agreement is to grant certain economic benefits to PETCO, in addition to those benefits accruing from the Petco Tax Abatement Agreement, as further incentive for investing in real and personal property and expanding its workforce within Bexar County. This action will be a significant contribution toward a broader purpose of stimulating and encouraging business and commercial activity, increasing job opportunities, and building the property tax base.

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ARTICLE IV
TERM

4.01 The term of this Agreement shall begin on the Effective Date and run concurrently with the term set out in Article II, Paragraph 2.05 of the Petco Tax Abatement Agreement and expire upon the termination of the Recapture Period described therein (the "***Term***").

ARTICLE V
CONSIDERATION

5.01 The parties agree that the consideration supporting this Agreement shall be the COUNTY's commitment to provide the Economic Development Grant to PETCO in the amount described herein in exchange for PETCO's promise to fully comply with each of the terms, conditions, representations and warranties contained in this Agreement and the Petco Tax Abatement Agreement through the Term, to include, but not be limited to, meeting the capital investment commitment and Employment Commitment obligations described in Article VII, Paragraph 7.02 of this Agreement.

ARTICLE VI
ECONOMIC DEVELOPMENT GRANT

6.01 Pursuant to this Agreement, the COUNTY will provide PETCO with an Economic Development Grant in an amount not to exceed two hundred thousand dollars ($200,000.00). The Economic Development Grant will be payable in five (5) equal installments (each an "***Installment***"), with each Installment becoming due on June 30th of the calendar year for which such Installment is due, to be paid by the COUNTY as soon as reasonably practical thereafter, provided PETCO remains in compliance with all of the terms, conditions, representations and warranties contained in this Agreement and the Petco Tax Abatement Agreement through the Term.

6.02 The initial Installment of the Economic Development Grant shall become due and owing on the first June 30th following substantial completion of the Improvements to the Real Property (as evidenced by the COUNTY's receipt of a valid certificate of occupancy for the Facility), currently scheduled to occur on or before September 1, 2011.

6.03 The Economic Development Grant provided pursuant to this Agreement will be paid solely from lawfully available funds that have been appropriated by the COUNTY. Under no circumstances will the COUNTY's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the COUNTY has no obligation or liability to pay each Installment unless the COUNTY appropriates funds to make such Installment payment during the fiscal year in which such Installment is payable. Further, the COUNTY shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by PETCO nor shall the COUNTY's obligations under this Agreement be pledged or otherwise encumbered in favor of any commercial lender or similar financial institution.

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ARTICLE VII
PETCO'S COMMITMENTS

7.01 The Economic Development Grant provided to PETCO pursuant to this Agreement is conditioned on PETCO remaining in compliance with all of the terms, conditions, representations and warranties contained in this Agreement and the Petco Tax Abatement Agreement through the Term.

7.02 PETCO's minimum capital investment in the Facility, Real Property and Personal Property shall be in an amount not less than: (1) three million five hundred thousand dollars ($3,500,000.00) in the Real Property and Facility; and (2) three million one hundred thousand dollars ($3,100,000.00) in Personal Property. Such investments must be completed by December 31, 2013. Additionally, PETCO agrees that it will create and fill four hundred (400) new Employment Positions in Bexar County by December 31, 2013 in accordance with the Employment Commitment set out in the Petco Tax Abatement Agreement.

7.03 PETCO agrees that during the Term it shall not:

(a) discontinue or cease its Business Activities at the Facility for a period of sixty (60) days for any reason, excepting a Force Majeure event. Should such a cessation of Business Activities occur, the COUNTY's determination of the date of cessation shall be conclusive unless PETCO presents credible evidence to clearly indicate an alternate date;

(b) relocate all, or alternatively, a significant portion of, its Business Activities to a location outside of the Zone, unless the purpose for such relocation is to transfer the Business Activities, and all of its Employment Positions, to another building or facility located within Bexar County, Texas; or

(c) utilize any substantial portion of the Facility for any purpose other than the Business Activities for a period of sixty (60) days, unless prior written consent has been obtained from Commissioners Court.

7.04 PETCO agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, disability, or political belief or affiliation.

7.05 PETCO agrees to comply with all applicable federal and state laws governing the employer-employee relationship including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Family and Medical Leave Act, and Title I and V of the Americans with Disabilities Act.

7.06 PETCO also agrees that it shall conduct its Business Activities in accordance with all applicable federal, state and local laws.

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ARTICLE VIII
GOODWILL BENEFITS

8.01 PETCO, as an Economic Development Grant recipient, will make a good faith effort to provide goodwill benefits to the COUNTY community. These goodwill benefits may include completed, current or planned benefits which can be in-kind donations, monetary donations or service donations to local non-profits, community organizations or national organizations directly assisting citizens of the COUNTY.

ARTICLE IX
REPRESENTATIONS OF PETCO

9.01 PETCO represents that the Facility will be used only for the Business Activities described in Article I, Paragraph 1.01. PETCO agrees that any change in its Business Activities or the use of the Facility must have the prior approval (such approval not to be unreasonably withheld or delayed) of the Commissioners Court, and any other governmental entity having an interest in the ad valorem taxation of the property at the Facility or in the Zone.

ARTICLE X
DEFAULT, TERMINATION, AND RECAPTURE

10.01 Should COUNTY determine that PETCO has failed to comply with any term or condition of this Agreement or the Petco Tax Abatement Agreement, or if any representation or warranty made by PETCO to COUNTY in this Agreement is false or misleading in any material respect, then COUNTY may declare a default and terminate this Agreement in accordance with the procedure described herein. If COUNTY provides PETCO with written notice of default, and such default is not cured within sixty (60) days from the date of such notice (the "***Cure Period***"), then this Agreement shall automatically terminate effective as of the date of the expiration of the Cure Period ("***Termination Date***"). COUNTY may, in its sole discretion, extend the Cure Period if PETCO commences the cure within the Cure Period and is diligently pursuing such cure. In the event of such termination, PETCO agrees to repay to COUNTY all, or a portion, of the value of the Economic Development Grant paid to PETCO. The value of the Economic Development Grant subject to repayment by PETCO shall be determined by multiplying the total value of the Economic Development Grant by the applicable percentage based on the calendar year that the written notice of default is sent that results in termination of this Agreement in accordance with the recapture schedule set out below:

RECAPTURE SCHEDULE	
Year in which Notice Resulting in Termination is Sent:	**Total Value of the Economic Development Grant Received by PETCO Shall be Multiplied by:**
Year 1-10 of the Term	100%
Year 11 of the Term	100%
Year 12 of the Term	80%
Year 13 of the Term	60%
Year 14 of the Term	40%
Year 15 of the Term	20%
Year 16 of the Term	10%

PETCO agrees that any amounts which become due and owing under this Article X shall be paid to COUNTY within sixty (60) days after the Termination Date. It is not a waiver of default if COUNTY fails to declare immediately a default, or delays in taking any action with respect to a default, or fails to take any action with respect to a default.

10.02 The remedies contained herein are non-exclusive, and COUNTY shall have any and all remedies it may be entitled to in law or in equity. The exercise of any remedy by COUNTY shall not be deemed as a waiver of any other remedy to which COUNTY may be entitled.

ARTICLE XI
ASSIGNMENT

11.01 No legal or business entity other than PETCO shall be entitled to receive the benefit of the Economic Development Grant provided pursuant to this Agreement, including any entity resulting from a merger, reorganization, or any other form of business combination involving PETCO, without the prior written consent of COUNTY, acting by and through the Commissioners Court. In addition, this Agreement shall not be assigned by PETCO to any other legal entity without the prior written consent of COUNTY. Any attempted transfer of the rights and responsibilities under this Agreement or the assignment of this Agreement without prior approval of COUNTY (such approval not to be unreasonably withheld or delayed), acting by and through the Commissioners Court, shall be void.

11.02 In the event of an assignment by PETCO to which COUNTY has consented in writing, the assignee, or the assignee's legal representative, shall agree in writing with COUNTY to assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement. PETCO agrees that such an assignment shall in no way relieve it from any obligation created under this Agreement.

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ARTICLE XII
NOTICES

12.01 All notices provided to be given under this Agreement shall be in writing, and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid, and addressed to the proper party at the address which appears below, or at such other address as the parties hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY:	County Judge Attn: Tax Abatement Agreement Commissioners Court 101 West Nueva Street, Suite 1019 San Antonio, Texas 78205-3482
With a copy to:	Commissioner, Precinct 1 Commissioners Court 101 West Nueva Street, Suite 1009 San Antonio, Texas 78205-3481
and,	Executive Director Economic Development Department 101 West Nueva Street, Suite 944 San Antonio, Texas 78205-3450
and,	Chief, Civil Section Bexar County District Attorney's Office 300 Dolorosa, Fifth Floor San Antonio, Texas 78205
If to PETCO:	PETCO Animal Supplies, Inc. 9125 Rehco Road San Diego, California 92121 Attn: General Counsel
With copy to:	PETCO Animal Supplies, Inc. 654 Richland Hills San Antonio, Texas 78245 Attn: Facility Manager
and,	Kaufman & Killen, Inc. 100 West Houston Street, Suite 1250 San Antonio, Texas 78205 Attn: Rob Killen

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ARTICLE XIII
SEVERABILITY

13.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word contained in this Agreement is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event, there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.

ARTICLE XIV
APPLICABLE LAW

14.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state. Venue for any action brought hereunder (including any action brought in federal court) will be exclusively in Bexar County, Texas.

ARTICLE XV
INCORPORATION OF OTHER DOCUMENTS

15.01 The following exhibits are attached hereto and incorporated herein for all purposes:

Exhibit "A" Legal Description of the Real Property

Exhibit "B" Petco Tax Abatement Agreement

ARTICLE XVI
AMENDMENT OF DOCUMENTS

16.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

ARTICLE XVII
MULTIPLE COUNTERPARTS

17.01 This Agreement may be executed by the parties in several counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

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ARTICLE XVIII
LEGAL EXPENSES

18.01 Excepting Article XIX, Paragraph 19.01 of this Agreement, each party shall bear its own costs, including, but not limited to, attorneys' fees, for any action at law or in equity brought to enforce or interpret any provision of this Agreement.

ARTICLE XIX
CERTIFICATION

19.01 PETCO, by execution of this Agreement, certifies, warrants, and represents that it is in full compliance with Chapter 2264 of the Texas Government Code (the "***Code***") and that a violation, as set forth in section 2264.052 of the Code, shall constitute a breach of this Agreement and this Agreement shall terminate without necessity of the sixty (60) day notice requirement contained in Article X. The COUNTY shall provide written notice to PETCO of such a breach and within one hundred twenty (120) days after notice is sent, PETCO shall repay all amounts received pursuant to this Agreement with interest to be calculated at the maximum legal rate as established under Texas law. The COUNTY, in its sole discretion, may extend the period for repayment set forth herein. In addition, PETCO agrees to pay all costs and expenses, including attorney's fees, incurred by the COUNTY in enforcing this provision.

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ARTICLE XX
COMMISSIONERS COURT AUTHORIZATION

20.01 This Agreement was approved by Order of the Commissioners Court dated November 1, 2011 authorizing the County Judge to execute this Agreement on behalf of COUNTY. The Economic Development Grant provided pursuant to this Agreement is expressly subject to the fulfillment by PETCO of all of the terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement is executed in triplicate originals effective this 1st day of November, 2011.

COUNTY OF BEXAR

By: _____
NELSON W. WOLFF,
County Judge

PETCO ANIMAL SUPPLIES INCORPORATED,
a Delaware corporation

By: _____
JAMES M. MYERS,
Chief Executive Officer

Date: 9/27/11

ATTEST:

_____
GERARD C. RICKHOFF
County Clerk

APPROVED AS TO LEGAL FORM:

SUSAN D. REED,
Criminal District Attorney
County of Bexar, Texas

By: _____
LARRY ROBERSON,
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

_____
SUSAN YEATTS,
County Auditor

_____
DAVID SMITH,
County Manager

APPROVED:

_____
DAVID MARQUEZ,
Executive Director, Economic Development Department

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Exhibit "A"

Legal Description of the Real Property

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FIELD NOTES
FOR

A 12.053 acre, or 525,028 square feet more or less, tract of land being all of Lot 1, Block 4 of the Westpointe Corporate Centre – Unit 1, recorded in Volume 9578, Page 195 of the Deed and Plat Records of Bexar County, Texas, also being all of that certain tract of land conveyed to Westpointe Corporate Center, LLC in Special Warranty Deed with Vendors Lien recorded in Volume 12961, Pages 1696-1703 of the Official Public Records of Real Property of Bexar County, Texas, in New City Block (N.C.B.) 15329 of the City of San Antonio, Bexar County, Texas. Said 12.053 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found ½" iron rod with yellow cap marked "Pape-Dawson", on the east right-of-way line of Ingram Road, an 86-foot right-of-way, recorded in Volume 9517, Pages 9-18 of the Deed and Plat Records of Bexar County, Texas, for the north corner of said Lot 1;

THENCE: Departing said east right-of-way line of Ingram Road, along and with the northeast and east lines of said Lot 1, the following calls and distances:

S 07°05'38" W, a distance of 34.87 feet to a found magnetic nail with washer marker "Pape-Dawson";

Along and with a non-tangent curve to the left, said curve having a radial bearing of N 49°56'03" E, a radius of 690.00 feet, a central angle of 30°38'03", a chord bearing and distance of S 55°22'58" E, 364.54 feet, for an arc length of 368.92 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson",

S 05°47'06" W, a distance of 520.21 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

S 39°12'54" E, a distance of 10.92 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson", on the north right-of-way line of Richland Hills Drive, a variable width right-of-way, 72-foot minimum, recorded in Volume 9517, Pages 9-18 of the Deed and Plat Records of Bexar County, Texas;

THENCE: Departing the east line of said Lot 1, along and with the north right-of-way line of said Richland Hills Drive, and the south line of said Lot 1, the following calls and distances:

N 85°45'00" W, a distance of 371.88 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

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Along and with a tangent curve to the right, said curve having a radius of 1614.00 feet, a central angle of 13°59'44", a chord bearing and distance of N 78°45'08" W, 393.27 feet, for an arc length of 394.25 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

Along and with a compound curve to the right, said curve having a radius of 582.20 feet, a central angle of 09°10'05", a chord bearing and distance of N 67°10'13" W, 93.06 feet, for an arc length of 93.16 feet to a found ½" iron rod with yellow cap marked "Vickrey";

Along and with a reverse curve to the left, said curve having a radius of 582.20 feet, a central angle of 04°18'24", a chord bearing and distance of N 64°44'23" W, 43.75 feet, for an arc length of 43.76 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

Along and with a reverse curve to the right, said curve having a radius of 1607.00 feet, a central angle of 05°02'49", a chord bearing and distance of N 64°22'10" W, 141.51 feet, for an arc length of 141.55 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

N 61°50'46" W, a distance of 18.02 feet to a found ½" iron rod with yellow cap marked "Vickrey", for the south end of a curve at the east corner of the intersection of said Richland Hills Drive, and said Ingram Road;

THENCE: Along and with said curve at the east corner of the intersection of said Richland Hills Drive, and said Ingram Road, with a tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 95°27'18", a chord bearing and distance of N 14°07'07" W, 22.20 feet, for an arc length of 24.99 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson", for the north corner of said curve on the east right-of-way line of Ingram Road;

THENCE: Along and with the east right-of-way line of Ingram Road, the following calls and distances:

Along a non-tangent curve to the right, said curve having a radial bearing of S 56°23'27" E, a radius of 906.01 feet, a central angle of 36°27'35", a chord bearing and distance of N 51°50'21" E, 566.85 feet, for an arc length of 576.53 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

N 70°04'08" E, a distance of 100.00 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

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Along and with a tangent curve to the left, said curve having a radius of 880.94 feet, a central angle of 17°58'30", a chord bearing and distance of N 61°04'53" E, 275.24 feet, for an arc length of 276.37 feet to the POINT OF BEGINNING, and containing 12.053 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

Preliminary, this document shall not be recorded for any purpose.

Released for review by David A. Casanova
Texas R.P.L.S. No. 4251

PREPARED BY:	Pape-Dawson Engineers, Inc.
DATE:	October 27, 2010
JOB NO.	9242-10
DOC. ID.	N:\Survey10\10-9200\9242-10\WORD\9242-10FN.doc

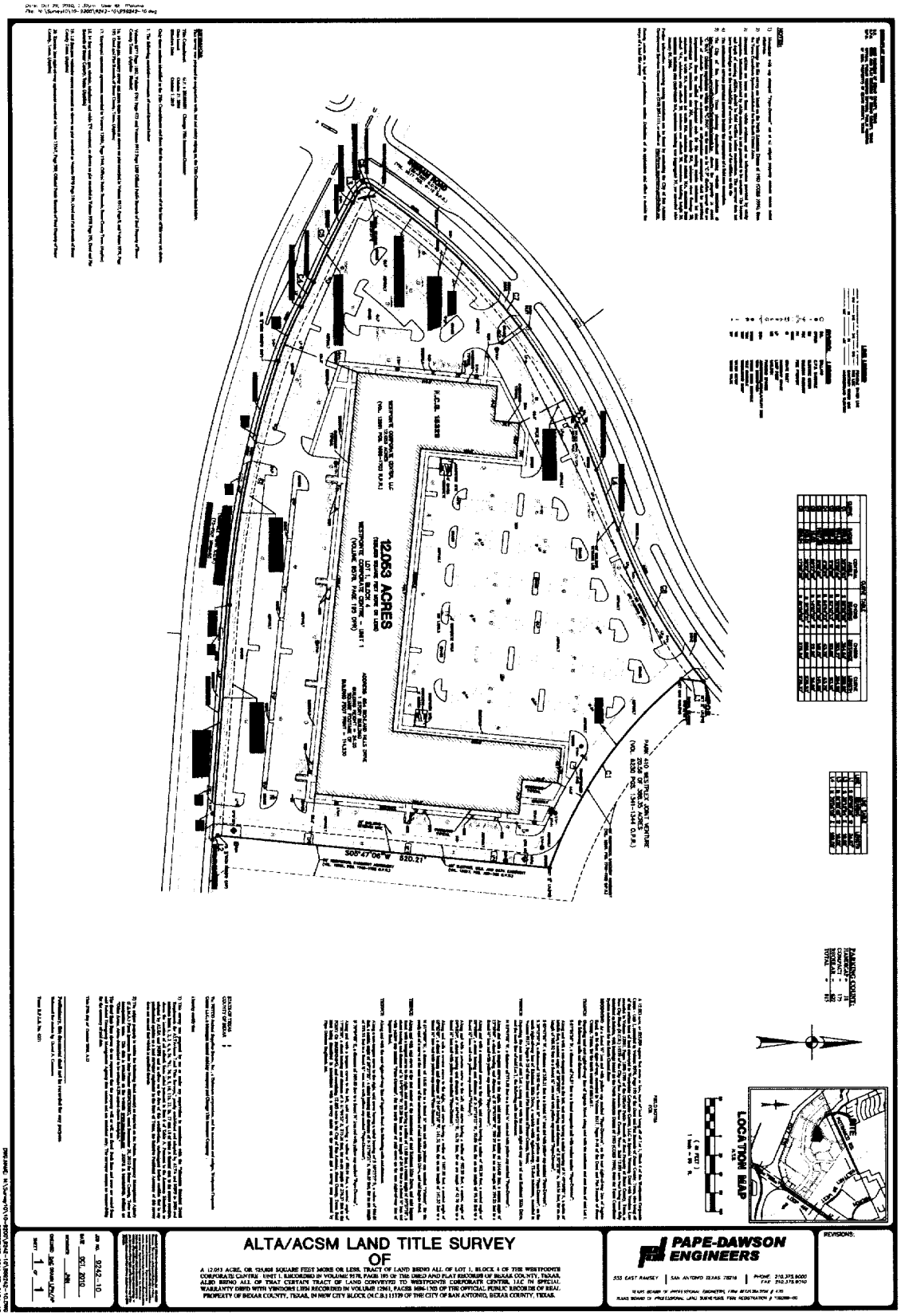

12.053 ACRES
S09°47'06"W 520.27'
LOCATION MAP
ALTA/ACSM LAND TITLE SURVEY
OF
PAPE-DAWSON ENGINEERS
REVISIONS:

Exhibit "B"

Petco Tax Abatement Agreement

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