

FIRST AMENDMENT TO THE FUNDING AGREEMENT

BETWEEN THE CITY OF SAN ANTONIO AND WESTSIDE DEVELOPMENT CORPORATION

This First Amendment to the Funding Agreement (this “First Amendment”) is entered into by and between the City of San Antonio (“CITY”), a municipal corporation governed by the laws of the State of Texas and the Westside Development Corporation (“WDC”), a local government corporation. Together, CITY and WDC may be referred to, herein, as “the Parties.”

RECITALS

- A. CITY and WDC entered into that certain Funding Agreement (the “Agreement”) authorized by City of San Antonio City Ordinance No. 2015-11-19-0977, passed and approved on November 19, 2015.
- B. Prior to this First Amendment, the Agreement was in full effect and the Parties were in compliance with all terms and conditions of the Agreement.
- C. The Parties, now seek to amend the terms and conditions of the Agreement as stated in this First Amendment and affirm that all other provisions of the Agreement remain in full force and effect.

AMENDMENT

NOW THEREFORE, the Parties hereby agree and amend as follows:

- 1. Definitions. All capitalized terms used in this First Amendment without definition herein shall have the meanings assigned to such terms in the Agreement.
- 2. Amendment. The Parties hereby mutually agree to amend the Agreement as follows:

The Agreement shall provide for a change in the Real Property definition to include any property acquired for the construction of a new facility rather than the renovation of an existing facility. Requirements shall be construed to apply to new construction and any requirements solely related to lease provisions shall be deleted in their entirety.

- 3. Effective Date. This First Amendment is authorized under City Ordinance 2020-02-13-____ and shall be effective upon the effective date of said ordinance.
- 4. No Other Changes. Except as specifically set forth in this First Amendment, all of the terms and conditions of the Agreement shall remain the same and are

hereby ratified and confirmed. The Agreement shall continue in full force and effect and with this First Amendment shall be read and construed as one instrument.

- 5. Choice of Law. This First Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
- 6. Counterparts. This First Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this First Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

WITNESS HEREOF, the parties hereto have executed in triplicate originals this First Amendment on the ____ day of _____ 2020.

CITY:

CITY OF SAN ANTONIO
a municipal corporation

WDC:

WESTSIDE DEVELOPMENT CORPORATION
a local government corporation

Erik Walsh
City Manager

Name: _____
Title: _____

ATTEST:

ATTEST (if necessary):

Leticia Vacek
City Clerk

Name: _____
Title: _____

APPROVED AS TO FORM:

City Attorney