

**LICENSE AGREEMENT  
BEXAR COUNTY VENUE TAX PROJECTS  
SOUTHEAST BOYS BASEBALL, INC.  
AMENDMENT NO. 2**

This Amendment No. 2 (“Amendment”) to the License Agreement Bexar County Venue Tax Projects Southeast Boys Baseball, Inc. (“Agreement”) is by and between the City of San Antonio, a Texas municipal corporation (“City”), acting by and through its City Manager or her designee, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on \_\_\_\_\_, 2013, and Southeast Boys Baseball, Inc., a Texas non-profit organization (“Licensee”).

WHEREAS, pursuant to Ordinance No. 2008-09-18-0834, passed and approved on September 18, 2008, City and Licensee entered into a License Agreement Bexar County Venue Tax Projects for a sports complex in Southside Park; and

WHEREAS, pursuant to Ordinance No. 2011-01-13-0021, passed and approved on January 13, 2011, City and Licensee approved Amendment No. 1 to the Agreement for an administrative correction; and

WHEREAS, City and Licensee now mutually desire to amend the Agreement to approve a renewal term and to clarify reporting requirements,

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, City and Licensee agree as follows:

1. ARTICLE 4 TERM IS MODIFIED TO ADD THE FOLLOWING:

4.3 The first renewal option of this Agreement for a term of five (5) years beginning on November 1, 2013 and expiring on October 31, 2018, if not earlier terminated according to the terms hereof, is hereby exercised.

2. ARTICLE 8 SCHEDULED MAINTENANCE IS MODIFIED AS FOLLOWS:

The first sentence of 8.1 is deleted and replaced with the following:

8.1 If requested by City, Licensee agrees to provide to City a copy of its annual maintenance program and to submit same in writing to City within thirty (30) days after receipt of City’s request.

3. ARTICLE 15 REPORTS AND RECORDS IS MODIFIED AS FOLLOWS:

Paragraphs 15.1 and 15.2 are deleted in their entirety and replaced with the following:

15.1 Within sixty (60) days following the end of Licensee's fiscal year of each year Licensee shall provide to City an annual report that shall include the following:

15.1.1 Copies of all inspection reports completed by Bexar County or their designee in the previous calendar year and provided to Licensee and all reports submitted to Bexar County by Licensee during the previous calendar year;

15.1.2 Accounting of the Capital Repair and Improvement Fund, as defined in Section 6.3 above, including detail regarding all funds deposited on a monthly basis and withdrawals for repairs and improvements, accompanied by copies of each monthly bank statement for the Capital Repair and Improvement Fund bank account for the previous calendar year.

15.1.3 List of current officers including address, telephone number and e-mail address

15.1.4 Number of participants in Licensee's programs, including age range.

15.1.5 Any modifications to Licensee's by-laws and/or articles of incorporation

15.2 If requested by City, League will provide an accounting of its revenue and expenditures for one or more of its fiscal years in a form acceptable to City; such accounting to be provided within fifteen (15) days after receipt of a written request from City.

Except as modified herein, all terms and conditions contained in the Agreement entered into under the authority of Ordinance No. 2008-09-18-0834, as amended, shall remain in full force and effect.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.


CITY:

City of San Antonio, a Texas  
Municipal corporation

Licensee:

Southeast Boys Baseball, Inc.

By: \_\_\_\_\_  
City Manager

By:   
JoAnn Ramon,  
President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form: \_\_\_\_\_