

**SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT GRANT  
AGREEMENT**

**BETWEEN THE CITY OF SAN ANTONIO AND THE SAN ANTONIO  
ECONOMIC DEVELOPMENT CORPORATION**

This Second Amendment to the Economic Development Grant Agreement (this “SECOND 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 San Antonio Economic Development Corporation (“SAEDC”), a Type B Corporation created pursuant to the authority of the Development Corporation Act, Title 12, Subtitle C1, as amended, Texas Local Government Code. Together, CITY and SAEDC may be referred to, herein, as “the Parties.”

**RECITALS**

A. CITY and SAEDC entered into that certain ECONOMIC DEVELOPMENT GRANT AGREEMENT (the “Agreement”) authorized by City of San Antonio Ordinance No. 2010-06-17-0560, passed and approved on JUNE 17, 2010, and attached hereto as EXHIBIT A.

B. Prior to this SECOND AMENDMENT, the Agreement was in full effect and, subject to the terms of this SECOND AMENDMENT, SAEDC was 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 Second 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 SECOND 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 by adding Section 4(A)(3) as follows:

An additional THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) shall be utilized by GRANTEE in Fiscal Year 2015 in accordance with Attachment I, Fiscal Year 2015 Budget.

3. Effective Date. This Second Amendment shall be effective upon passage of a duly authorized ordinance of the City Council of the City of San Antonio which shall be attached hereto and made a part of this First Amendment.
4. No Other Changes. Except as specifically set forth in this Second 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 Second Amendment shall be read and construed as one instrument.
5. Choice of Law. This Second Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
6. Counterparts. This Second Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this Second 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 Second Amendment on the \_\_\_\_ day of \_\_\_\_\_ 2014.

**CITY OF SAN ANTONIO**  
a municipal corporation

**SAN ANTONIO ECONOMIC  
DEVELOPMENT CORP.**

\_\_\_\_\_  
Sheryl L. Sculley  
City Manager

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Leticia Vacek  
City Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert F. Greenblum City Attorney

**EXHIBIT A: ECONOMIC DEVELOPMENT GRANT AGREEMENT**

**ATTACHMENT I: FISCAL YEAR 2015 BUDGET**