

**FIRST AMENDMENT TO THE CENTER CITY HOUSING INCENTIVE
POLICY AGREEMENT**

BETWEEN THE CITY OF SAN ANTONIO AND NRP GROUP LLC.

This FIRST AMENDMENT to the Center City Housing Incentive Policy Agreement (this “First Amendment”) is entered into by and between the CITY OF SAN ANTONIO (“City”) and NRP Group LLC (“Developer”) together referred to as “the Parties.”

RECITALS

- A. City and Developer are parties to that certain Center City Housing Incentive Policy Service Agreement executed on February 11, 2015 (the “Agreement”).
- B. City and Developer desire to amend the Agreement in accordance with the terms of this First Amendment and as allowed under Article XVI.
- C. In accordance with City’s contracting policies and administrative directives, the Director has the authority to amend this Agreement.
- E. All other provisions of the Agreement shall remain in full force and effect.

AMENDMENT

NOW THEREFORE, City and Developer 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 agree to amend the Agreement as follows:
 - (a) The first recital is amended to replace the amount of TWO HUNDRED AND SIXTY-EIGHT (268) with the amount of TWO HUNDRED AND SEVENTY-TWO (272).
 - (b) The second recital is amended to replace the amount of FORTY TWO MILLION EIGHT HUNDRED EIGHTY-FOUR THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND 0 CENTS (\$42,884,393.00) with the amount of FORTY-FIVE MILLION THREE HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDRED AND NINETY-THREE DOLLARS AND 0 CENTS (\$45,358,493.00).
 - (c) Article III(A)(1) is amended to replace the amount of FORTY TWO MILLION EIGHT HUNDRED EIGHTY-FOUR THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND 0 CENTS (\$42,884,393.00)

with the amount of FORTY-FIVE MILLION THREE HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDRED AND NINETY-THREE DOLLARS AND 0 CENTS (\$45,358,493.00) and to replace the amount of TWO HUNDRED AND SIXTY-EIGHT (268) with the amount of TWO HUNDRED AND SEVENTY-TWO (272).

(d) Article III(A)(2) is amended to replace the Commencement Date from August 31, 2015 to February 28, 2016 and the Completion Date from December 31, 2016 to July 30, 2017.

(e) Article IV paragraph 2 is amended to replace the amount of ONE MILLION ONE HUNDRED NINETY-ONE THOUSAND FIVE HUNDRED AND ONE DOLLARS AND SEVENTY-TWO CENTS (\$1,191,501.72) with the amount of ONE MILLION ONE HUNDRED NINETY-EIGHT THOUSAND TWO HUNDRED AND TWO DOLLARS AND FIVE CENTS (\$1,198,202.05).

(f) Article IV(B) is amended to replace the cumulative amount of SIX HUNDRED NINETEEN THOUSAND FIVE HUNDRED ONE DOLLARS AND SEVENTY-TWO CENTS (\$619,501.72) with the amount of SIX HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED AND TWO DOLLARS AND FIVE CENTS (\$626,202.05) and the City fee waiver amount of ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED AND ONE DOLLARS AND SEVENTY-TWO CENTS (\$119,501.72) is replaced with the amount of ONE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED TWO DOLLARS AND FIVE CENTS (\$126,202.05).

3. Effective Date. This Amendment shall be effective upon the Effective Date listed on the signature page.
4. No Other Changes. Except as specifically set forth in this 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 Amendment shall be read and construed as one instrument.
5. Choice of Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
6. Counterparts. This Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this 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.

Signatures appear on next page.

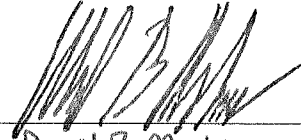
IN WITNESS HEREOF, the parties hereto have executed in duplicate originals this Amendment on the 7th day of August 2015 (the "Effective Date").

CITY OF SAN ANTONIO
a municipal corporation



Lori Houston
Assistant City Manager

NRP GROUP LLC
a limited liability corporation



Name: Daniel B Markson
Title: Authorized Representative

APPROVED AS TO FORM:



Ray Rodriguez
Assistant City Attorney