

FIRST AMENDMENT  
TO THE CENTER CITY HOUSING INCENTIVE POLICY AGREEMENT  
BETWEEN THE CITY OF SAN ANTONIO AND 1130 BROADWAY RESIDENTIAL, L.P.

This First Amendment to the Center City Housing Incentive Policy Agreement ("First Amendment") is entered into by and between the City of San Antonio ("CITY") and 1130 Broadway Residential, L.P. ("DEVELOPER") together referred to as "the Parties."

**RECITALS**

- A. CITY and DEVELOPER are parties to a certain Center City Housing Incentive Policy Agreement dated May 30, 2014 (the "Agreement").
- B. CITY and DEVELOPER desire to amend the Agreement to allow for the assignment of DEVELOPER'S rights to the future rebates under the Agreement from DEVELOPER to BG 14-1130 Broadway LLC subject to review and approval by the CITY.
- C. In accordance with Section 12 of the City of San Antonio Center City Housing Incentive Policy (the "Policy") approved by City Council on June 21, 2012, the City Manager or her designee, in conjunction with the City Attorney's Office, have authority to amend this Agreement.
- D. 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 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. **ARTICLE XXI. ASSIGNMENT**

- A. The Agreement or any of its rights are not assignable by any Party without the written consent of the non-assigning Parties. Consent shall not be unreasonably withheld and shall be provided in a timely manner. DEVELOPER may assign this Agreement to a parent, subsidiary, affiliate entity or newly created entity resulting from a merger, acquisition, or other corporate restructure or reorganization of DEVELOPER. In such cases, DEVELOPER shall give CITY no less than thirty (30) days prior written notice of the assignment or other transfer. Any and all future assignees or beneficiaries must be bound by all terms and/or provisions and representation of this Agreement as a condition of assignment or other transfer. Any attempt to assign or otherwise transfer the Agreement or its rights without the notification and subsequent consent of CITY

and TIRZ, if consent is required under this Article and whose consent will not be unreasonably withheld, shall release CITY and TIRZ from performing any of the terms, covenants, and conditions herein. Any assignment or other transfer of this Agreement or its rights in violation of this Article shall enable CITY to terminate this Agreement and exercise its right under Article IX of this Agreement.

- B. The CITY and DEVELOPER also authorize the TIRZ to assign to any other Tax Increment Reinvestment Zone ("Zone") should this Project be included in the boundaries of said Zone and the Board of said Zone agrees to the assignment of all the duties, rights and obligations of the TIRZ as evidenced by a Board resolution. City staff and/or TIRZ shall be responsible for providing DEVELOPER written notice no less than 30 days prior to the proposed assignment.
  - C. Any restriction in this Agreement on the transfer or assignment of the DEVELOPER's rights or interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event shall the CITY or TIRZ be obligated in any way to said financial institution or other provider of capital.
3. Effective Date. This First Amendment shall be effective upon execution of this FIRST AMENDMENT by all Parties.
  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.

WITNESS HEREOF, the parties hereto have executed in triplicate originals of this First Amendment on the 25 day of November, 2019.

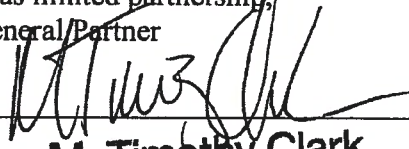
**CITY OF SAN ANTONIO**  
a Texas Municipal Corporation



Assistant City Manager

**1130 BROADWAY RESIDENTIAL, L.P.,**  
a Texas limited partnership

By: 1130 BROADWAY GP, L.P.,  
a Texas limited partnership,  
its General Partner

By: 

Name: **M. Timothy Clark**

Title: **President**

APPROVED AS TO FORM:

  
City Attorney