STATE OF TEXAS	§	**ECONOMIC DEVELOPMENT**
	§	**LOAN AGREEMENT OF THE**
	§	**CITY OF SAN ANTONIO**
COUNTY OF BEXAR	§	

This Economic Development Loan Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY of San Antonio, a municipal corporation of the State of Texas, (hereinafter referred to as "CITY"), acting by and through its CITY Manager or her designee, and Texas Biomedical Research Institute (hereinafter referred to as "TBRI"), and together referred to as the "Parties".

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, CITY is authorized to loan municipal funds in furtherance of public purposes for economic development projects; and

WHEREAS, in accordance with CITY of San Antonio CITY Ordinance No. 100684, CITY created an economic development program for the purpose of making such loans available; and

WHEREAS, TBRI is engaged in an economic development project that will be located within the city limits of the City of San Antonio and will consist of the expansion of its BSL-4 research laboratory or construction of an additional BSL-4 research laboratory to supplement its current BSL-4 capability; and

WHEREAS, TBRI has requested economic development assistance from CITY for the purpose of designing the laboratory and pursuing federal funds to complete construction; and

WHEREAS, CITY has identified economic development funds available for TBRI to use to assist with carrying out the project; and

WHEREAS, the CITY Council of CITY authorized the CITY Manager or designee to enter into this Agreement with TBRI as reflected in Ordinance No. 2017-08-17-0572, passed and approved on August 17, 2017; **NOW THEREFORE**:

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

SECTION 1. AGREEMENT PURPOSE

The purpose of this Agreement is to provide funds for the expansion of TBRI's BSL-4 research laboratory or construction of an additional BSL-4 research laboratory to supplement its current BSL-4 capability which will result in the promotion of state or local economic development and to stimulate business and commercial activity in the municipality.

SECTION 2. PROJECT REQUIREMENTS

A. TBRI shall maintain at least forty-three (43) Full-Time Jobs associated directly with the operation of the BSL-4 Lab. For the purposes of this Agreement, a Full-Time Job shall be defined as follows:

(i) one position that performs two thousand eighty (2,080) straight-time paid hours in a fiscal year;

(ii) paying at least ELEVEN DOLLARS AND EIGHTY-THREE CENTS ($11.83) per hour, exclusive of bonuses, overtime, shift differentials and benefits; and

(iii) having access to a benefits package, including health insurance

B. Twenty-five (25) of the Full-Time Jobs required in Section 2(A) above must earn an annual salary of at least FORTY-SEVEN THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS ($47,195.00), exclusive of bonuses, overtime, shift differentials and benefits.

C. Seventy-percent (70%) of the Full-Time Jobs required in Section 2(A) above associated with the operations of the BSL-4 Lab must earn at least FIFTEEN DOLLARS AND SIXTY-EIGHT CENTS ($15.68) per hour, exclusive of bonuses, overtime, shift differentials and benefits.

D. TBRI shall actively support and participate in the City's efforts to develop a strategic plan for the bioscience industry.

E. TBRI shall use best efforts to use local contractors and/or subcontractors on the construction of the BSL-4 Lab, subject to the availability of qualified local firms and personnel to conduct such work.

SECTION 3. ECONOMIC DEVELOPMENT PROGRAM LOAN

A. **Economic Development Program Loan.** CITY has agreed to provide TBRI with an Economic Development Program Loan in an amount of TWO HUNDRED AND FIFTY THOUSAND DOLLARS($250,000.00).

B. **Loan Disbursement**.

(i) Promptly following: (a) execution of this Agreement; (b) evidence that TBRI has executed a Project Management contract incorporating project management for the design and construction of the facility containing the new or expanded BSL-4 Lab; and (c) evidence that TBRI has expended at least ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000.00) of its own funds on the BSL-4 laboratory project pursuant to the Project Management contract, the CITY will make a disbursement to TBRI in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000.00);

(ii) No sooner than sixty (60) days following the initial payment of $125,000.00 and following TBRI providing evidence of its continued compliance with Sections 2(A), 2(B), and 2(C) above and providing City with evidence documenting TBRI's expenditure of a total of at least TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000.00) in matching funds on the Project Management contract, City shall disburse to TBRI an additional ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000.00).

(iii) For purposes of SECTIONS B(i) and B(ii) above, the required "evidence" shall consist of a certificate signed by the CFO of TBRI affirming compliance with the specified requirements and attaching summary data supporting the certification.

C. **Repayment of Program Loan.** TBRI shall be obligated to pay CITY the total amount so advanced by the CITY under this Agreement as follows:

(i) Repaid in full within twelve (12) months of receiving federal funds for the BSL-4 Lab, provided such funds can be used for reimbursement of prior expenses;

(ii) Repaid in full within ninety (90) days following March 1, 2020, if TBRI has not initiated construction of the BSL-4 Lab expansion.

D. **Loan Forgiveness**. If federal funding is either not approved or any federal funding obtained is not eligible to be used for reimbursement of prior expenses, then the Loan shall be forgiven and converted to a grant under the following conditions:

(i) TBRI initiates construction of the BSL-4 Lab expansion prior to March 1, 2020;

(ii) TBRI retains at least 43 Full-Time Jobs and adds an additional nine (9) Full-Time Jobs prior to December 1, 2022 and retains such jobs until December 1, 2025; and

(iii) TBRI provides access to a benefits package, including health care, and meets the City's living wage, all industry wage, and high wage requirements as stated in Sections 2(A), 2(B), and 2(C) of this Agreement through December 1, 2025.

E. **Sufficient Amounts.** Each payment made pursuant to SECTION 3(C) above shall be sufficient to pay the total amount of principal on the Economic Development Program Loan becoming due and payable upon that date. No interest shall be charged by CITY or incurred or paid by TBRI on the funds advanced pursuant to SECTION 3(B) hereof.

F. **Unconditional Obligation to Repay the Program Loan.** Subject to the provisions of SECTION 3(D), the obligations of TBRI to make the Loan Payments required by SECTION 3(C) above are absolute and unconditional, irrespective of any defense or any rights of set-off, re-coupment or counterclaim it might otherwise have against the CITY, and during the term of this Agreement, TBRI shall pay all payments required to be made on account of this Agreement (which payments shall be net of any other obligations of TBRI) as prescribed in SECTION 3(C) free of any deductions and without abatement, diminution or set-off, until such time as the principal of the Economic Development Program Loan shall have been fully paid or provision for the payment thereof shall have been made.

G. **Prepayment.** Should TBRI repay the amount of the Economic Development Program Loan in whole, or in part, prior to the scheduled payment dates or the expiration of the dates specified in Section 3(B) of this Agreement, no penalty for such prepayment shall be applied.

SECTION 4. LOAN DEFAULT AND CITY's REMEDIES

A. **Loan Default Events.** Any one of the following which occurs and continues shall constitute a Loan Default Event:

(i) Failure of TBRI to make any Loan Payment required by SECTION 3(C) when due; and/or

(ii) INTENTIONALLY DELETED

(iii) The dissolution or liquidation of TBRI or the filing by TBRI of a voluntary petition in bankruptcy, or failure by TBRI to promptly cause to be lifted any execution, garnishment or attachment of such consequence as will impair TBRI's ability to carry on its obligations under this Agreement; and/or

(iv) The commission by TBRI of any act of voluntary or involuntary bankruptcy under any state or federal law; and/or

(v) The admittance of TBRI, in writing, of its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of TBRI shall be appointed in any proceeding brought against TBRI and shall not be discharged within ninety (90) days after such appointment; and/or

(vi) The cessation of business operations at the TBRI site or the permanent cessation of business at the current BSL-4 Lab; and/or

(vii) The sale or transfer of a significant portion of TBRI's assets to a third party neither controlled by nor under common control with TBRI by way of sale, transfer, acquisition or merger without the prior express written consent of CITY, which consent shall not be unreasonably withheld.

B. **Remedies to CITY upon a Loan Default Event.** Should TBRI cause or allow a Loan Default Event to occur and it shall be continuing:

(i) CITY, by written notice to TBRI, may declare the unpaid balance of the Economic Development Program Loan payable under SECTION 3(C) of this Agreement and due immediately; and

(ii) CITY shall have reasonable access to and may inspect, examine and make copies of TBRI's Records, as defined in 7(B) of this Agreement, provided CITY shall not have the right to access any confidential or proprietary records of TBRI, including but not limited to the ownership and capital structure of TBRI or any data protected by, subject to or related to security clearances or restrictions established by federal law or regulation; and

(iii) CITY may take whatever action at law or in equity as may be necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of TBRI under this Agreement.

C. **Attorneys' Fees and Expenses.** In the event TBRI should default under any of the provisions of this Agreement and the CITY should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of TBRI herein contained, TBRI agrees to pay to the CITY reasonable fees of such attorneys and such other expenses so incurred by the CITY.

D. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the CITY is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY,

CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT.

SECTION 5. AGREEMENT PERIOD

This Agreement shall commence upon its execution and shall only terminate upon full and final payment from TBRI as set forth in Section 3(C) or forgiveness of the Loan pursuant to SECTION 3(D) on or before December 1, 2025.

SECTION 6. DEPARTMENT OBLIGATIONS

A. In consideration of full and satisfactory performance of activities required by this Agreement, CITY will make an Economic Development Loan in an amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) as described in Section 3(A) to TBRI in the amounts and at the times specified by Section 3(B) of this Agreement, and subject to the conditions and limitations set forth in this Agreement.

B. CITY will not be liable to TBRI or any other entity for any costs incurred by TBRI in connection with the Loan or in furtherance of the referenced project.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. TBRI shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. TBRI shall retain such records, and any supporting documentation, for the greater of: (1) Five [5] years from the end of the Agreement term; or (2) the period required by other applicable laws and regulations.

B. TBRI shall, following reasonable advance written notice from the CITY, give the CITY, its designee, or any of their duly authorized representatives, access to and the right to examine, but not make copies of, all books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or property belonging to or in use by TBRI pertaining to the Economic Development Loan (the "Records"). "Records" shall not include information (regardless of the medium such information is reflected on) relating to the following: (1) design, lay-out, construction, operation, or specific location in the TBRI facility, of any BSL-4 research laboratory, (2) nature, type of, or results of any research conducted in a BSL-4 research laboratory, (3) sources of funding (other than CITY funds) for a BSL-4 research laboratory, (4) TBRI customer information, or (5) TBRI security systems or security operations. The CITY's access to TBRI's Records will be limited to information needed to verify that TBRI is and has been complying with the terms of this Agreement and to verify advances made by the City and re-payments made by TBRI and to verify that the proceeds of the Economic Development Loan are or were used in connection with the development and operation the Project. Any information that is not required by law to be made public shall be kept confidential by CITY. TBRI shall not be required to disclose to the CITY any information that by law TBRI is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the CITY reserves the right to require TBRI to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of TBRI. The rights to access the Records shall continue as long as the Records are retained by TBRI. Failure to provide reasonable access to the Records to authorized CITY representatives shall give the CITY the right to suspend or terminate this Agreement as provided for in Sections 15 and 16 below, or any portion thereof, for a Loan Default Event. All Records shall be retained by TBRI for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits,

administrative inquiries and open record requests are completed. All of the above notwithstanding, neither the CITY nor any other third party shall have any right to access any confidential or proprietary records of TBRI, including but not limited to the ownership and capital structure of TBRI and data protected by, subject to or related to security clearances or restrictions established by federal law or regulation. For purposes of this Section 7, the "CITY" shall include the CITY's designee and any of their duly authorized representatives.

SECTION 8. MONITORING

A. CITY reserves the right to confirm TBRI's compliance with the terms and conditions of this Agreement. If the monitoring report notes deficiencies in TBRI's performances under the terms of this Agreement CITY will provide TBRI with a written report of the monitor's findings. The monitoring report shall include a listing of requirements for the correction of such deficiencies by TBRI and a reasonable amount of time in which to attain compliance. Failure by TBRI to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, in accordance with Sections 15 and 16 herein.

B. TBRI shall provide to CITY a statement with reasonable supporting information evidencing the creation of and filling of the number of jobs required by this Agreement.

SECTION 9. RESERVED.

SECTION 10. CONFLICT OF INTEREST

TBRI shall use reasonable business efforts to ensure that no employee, officer, or individual agent of TBRI shall participate in the selection, award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or individual agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract and the relationship calls for payments to be made to such sub TBRI on terms which are greater than those which are customary in the industry for similar services conducted on similar terms. TBRI shall comply with Chapter 171, Texas Local Government Code as well as the CITY's Code of Ethics.

SECTION 11. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. TBRI shall ensure that no person shall, on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, as set forth in the Divisions following, unless exempted by state or federal law or as otherwise indicated, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied access to any program or activity funded in whole or in part with funds made available under this Agreement.

B. None of the performances rendered by TBRI under this Agreement shall involve, and no portion of the funds received by TBRI under this Agreement shall be used in support of, any sectarian or religious activity, nor shall any facility used in the performance of this Agreement be used for sectarian instruction or as a place of religious worship.

C. TBRI shall include the substance of this Section 11 in all agreements associated with the funds made available through this Agreement.

SECTION 12. LEGAL AUTHORITY

A. Each party assures and guarantees to the other that they possesses the legal authority to enter into this Agreement, to receive/deliver the funds authorized by this Agreement, and to perform their obligations hereunder.

B. The person or persons signing and executing this Agreement on behalf of each party or representing themselves as signing and executing this Agreement on behalf of a party, do hereby guarantee that he, she or they have been duly authorized to execute this Agreement on behalf of that party and to validly and legally bind that party to all terms, performances and provisions herein set forth.

C. CITY will have the right to suspend or terminate this Agreement in accordance with Sections 15 and 16 herein if there is a dispute as to the legal authority, of either TBRI or the person signing this Agreement, to enter into this Agreement, any amendments hereto or failure to render performances hereunder. TBRI is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement if CITY suspends or terminates this Agreement for reasons enumerated in this Section 12.

SECTION 13. LITIGATION AND CLAIMS

A. (i) TBRI shall give CITY immediate notice in writing of any action, including any proceeding before an administrative agency, filed against TBRI arising out the performance of any subcontract hereunder to the extent such action may adversely affect the obligations of TBRI to the CITY as set forth herein. Except as otherwise directed by CITY, TBRI shall furnish immediately to CITY copies of all pertinent papers received by TBRI with respect to such action or claim.

(ii) The above notwithstanding, TBRI is not required to notify CITY of claim litigation which arise out of TBRI's operations on the Project, including without limitation, landlord tenant disputes, personal injury actions (slip and falls), and other operational activities or relationships. TBRI shall notify the CITY immediately of any legal action filed against TBRI or of any proceeding filed under the federal bankruptcy code. TBRI shall submit a copy of such notice to CITY within 30 calendar days after receipt.

(iii) No funds provided under this Agreement may be used in the payment of any costs incurred from violations or settlements of, or failure to comply with, federal and state regulations.

B. CITY and TBRI acknowledge that CITY is a political subdivision of the State of Texas and is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001 et. seq., and the remedies authorized therein regarding claims and causes of action that may be asserted by third parties for accident, injury or death.

C. This Agreement shall be interpreted according to the Constitution and the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

SECTION 14. CHANGES AND AMENDMENTS

A. Except as provided in Section 14(C) below, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both parties to this Agreement.

B. It is understood and agreed by the parties hereto that performances under this Agreement shall be rendered in accordance with the laws and rules governing the Economic Development Program as set forth in Texas Local Government Code Chapter 380, and the terms and conditions of this Agreement.

C. Any alterations, additions, or deletions to the terms of this Agreement required by changes in state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

SECTION 15. SUSPENSION

A. Notwithstanding the provisions of Chapter 2251 of the Texas Government Code, in the event TBRI fails to comply with the terms of any agreement with the CITY, including those in Attachment I, Attachment II and this Agreement, CITY shall provide TBRI with written notification as to the nature of the non-compliance. CITY shall grant TBRI a sixty (60) day period from the date of the CITY's written notification to cure any issue of non-compliance under such agreement. Should TBRI fail to cure any default within this period of time, the CITY may, upon written Notice of Suspension to TBRI, suspend this Agreement in whole or in part and withhold further payments to TBRI or accelerate the due date of the repayment of the loan, and prohibit TBRI from incurring additional obligations of funds under this Agreement. Such Notice of Suspension shall include: (1) the reasons for such suspension; (2) the effective date of such suspension; and (3) in the case of partial suspension, the portion of the Agreement to be suspended.

B. In the case of default for causes beyond TBRI's reasonable control, which cannot with due diligence be cured within such sixty (60) day period, the CITY may, in its sole discretion, extend the cure period provided that TBRI shall: (1) immediately upon receipt of Notice of Suspension advise CITY of TBRI's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. A suspension under this Section 15 may be lifted only at the sole discretion of the CITY upon a showing of compliance with or written waiver by CITY of the term(s) in question.

D. With the exception of payment for work in progress or materials ordered prior to receiving a Notice of Suspension, CITY shall not be liable to TBRI or to TBRI's creditors for costs incurred during any term of suspension of this Agreement.

SECTION 16. TERMINATION

A. CITY shall have the right to terminate this Agreement for non-compliance, in whole or in part, at any time before the date of completion specified in Section 5 of this Agreement whenever CITY determines that TBRI has failed to comply with any term of any Agreement with the CITY. CITY will provide TBRI with written notification as to the nature of the non-compliance, and grant TBRI a sixty (60) day period from the date of the CITY's written notification to cure any issue of non-compliance under such Agreement. Should TBRI fail to cure any default within this period of time, the CITY may as its sole and exclusive remedies, upon issuance to TBRI of a written Notice of Termination, terminate this Agreement in whole or in part and either: (1) withhold further payments to TBRI; or (2) accelerate the repayment of the loan. Such notification shall include: (1) the reasons for such termination; (2) the effective date of such termination; and, (3) in the case of partial termination, the portion of the Agreement to be terminated.

B. In the case of default for causes beyond TBRI's reasonable control, which cannot with due diligence be cured within such sixty (60) day period, the CITY may, in its sole discretion, extend the cure

period provided that TBRI shall: (1) immediately upon receipt of Notice of Termination advise CITY of TBRI's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. Except as provided in Section 16(A), the Economic Development Program Loan may be terminated in whole or in part only as follows:

(i) By the CITY (with the consent of the TBRI) in which case the two parties shall agree upon the termination conditions, including the repayment of funds, the effective date and in the case of partial termination, the portion to be terminated; or

(ii) By the TBRI upon written notification to the CITY, setting forth the reasons of such termination, a proposed pay-back plan of any funds loaned, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the CITY determines in its sole discretion that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety under Section 16(A).

D. Notwithstanding any exercise by CITY of its right of suspension under Section 15 of this Agreement, or of early termination pursuant to this Section 16, TBRI shall not be relieved of repayment of loaned funds under this Agreement or any liability to CITY for actual damages due to CITY by virtue of any breach by TBRI of any agreement with CITY, including this Agreement.

SECTION 17. SPECIAL CONDITIONS AND TERMS (RESERVED)

SECTION 18. SUBCONTRACTS

A. TBRI shall use reasonable business efforts to ensure that the performance rendered under all subcontracts complies with all terms and provisions of this Agreement as if such performance were rendered by TBRI.

B. TBRI, in subcontracting any of the performances hereunder, expressly understands that in entering into such subcontracts, CITY is in no way liable to TBRI's subcontractor(s).

C. TBRI assures and shall obtain assurances from all of its subcontractors where applicable, that no person shall, on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, as set forth in the Divisions following, unless exempted by state or federal law or as otherwise indicated, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement.

D. As subcontracts and supplier agreements become necessary to carry out the requirements of this Agreement, TBRI covenants to comply with the CITY's SBEDA Program, currently identified under Ordinance No. 100873, and as amended.

SECTION. 19. DEBARMENT

By signing this Agreement, TBRI certifies that it will not award any funds provided under this Agreement to any party which, to TBRI's knowledge, is debarred, suspended or otherwise excluded from or ineligible for participation in assistance programs by the CITY.

SECTION 20. RIGHTS UPON DEFAULT

It is expressly understood and agreed by the Parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under any other agreements between TBRI and the CITY or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 21. NON-ASSIGNMENT

This Agreement is not assignable without the advance written consent of CITY. Any other attempt to assign the Agreement shall not relieve TBRI from liability under this Agreement and shall not release TBRI from performing any of the terms, covenants and conditions herein. TBRI shall be held responsible for all funds received under this Agreement.

SECTION 22. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement are superseded and have been reduced to writing and are contained in this Agreement.

SECTION 23. AUTHORIZED RELIEF FROM PERFORMANCE *(Force Majeure)*

CITY may grant temporary relief from performance of this Agreement if the TBRI is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributed to the fault or negligence of the TBRI. The burden of proof for the need for such relief shall rest upon the TBRI. To obtain release based upon *force majeure*, the TBRI must file a written request with the CITY. Should CITY grant temporary relief to TBRI, it shall in no case relieve TBRI from any repayment obligations as specified in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS OUR HANDS, EFFECTIVE as of August 17, 2017:

Accepted and executed in triplicate originals on behalf of the CITY pursuant to City Ordinance 2017-08-17-0572 dated August 17, 2017, and TBRI pursuant to the authority of its Board of Directors.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

Sheryl L. Sculley
for: CITY MANAGER

TEXAS BIOMEDICAL RESEARCH INSTITUTE,
a Texas Nonprofit Corporation

Name: Larry S. Schlesinger, M.D.
Title: President and CEO

ATTEST:

Leticia Vacek
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY