LOH
12/11/14
Item #40B

AN ORDINANCE 2014-12-11-1040

APPROVING A 100% TAX ABATEMENT WITH SECURITY SERVICE FEDERAL CREDIT UNION FOR A PERIOD NOT TO EXCEED 10 YEARS FOR REAL AND PERSONAL PROPERTY IMPROVEMENTS AND A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT NOT TO EXCEED FIVE YEARS, WITH A CUMULATIVE MAXIMUM INCENTIVE VALUE FOR BOTH AGREEMENTS NOT TO EXCEED $10,534,195.00

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WHEREAS, Security Service Federal Credit Union ("SSFCU") plans to consolidate its current headquarters with its other San Antonio locations into a new headquarters facility located at 14880 W IH 10 in San Antonio, resulting in the creation of at least 200 new full-time jobs over 5 years, the retention of 900 existing full-time jobs, and a minimum capital investment of at least $120 million over 8 years (the "Project"); and

WHEREAS, SSFCU is developing its headquarters near the UTSA main campus as part of a phased, mixed-use, high-density corporate campus which is expected to include residential and office components; and

WHEREAS, SSFCU has requested tax abatement and tax rebate incentives which will be used to offset the cost of public improvements, which will maximize the value of the campus and its utility to City residents, existing and future businesses, as well as the UTSA community; and

WHEREAS, the Project meets provisions in the City's Tax Abatement Guidelines related to level of investment, payment of specified wages, and the provision of a benefits package and therefore qualifies for a 100% tax abatement for a 10 year periord; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, municipalities are authorized to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and stimulate business and commercial activity in the municipality and pursuant to Ordinance No. 100684, the City of San Antonio created a 380 Economic Development Program for the purpose of making grants and loans available for economic development projects that the City finds will accomplish the purpose and goals of Chapter 380; and

WHEREAS, the City Council finds that the proposed Project furthers the objectives of the City of San Antonio and the 380 Economic Development Program by promoting the development of local business interests and job creation; and

WHEREAS, the City Council also finds that it is in the best interest of the City to approve the proposed incentive agreements with SSFCU; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The Tax Abatement Agreement and the Chapter 380 Economic Development Program Grant Agreement with Security Service Federal Credit Union set out in **ATTACHMENTS I** and **II,** are hereby approved. The City Manager or her designee are authorized to execute the Agreements.

SECTION 2. The cumulative maximum incentive value for both agreements approved in SECTION 1 shall not exceed $10,534,195.00.

SECTION 3. Payment is authorized to Security Service Federal Credit Union through Fund 11001000 and General Ledger 5201040. Annual payments to Security Service Federal Credit Union shall not exceed the amount equal to the previous year's General Fund portion of ad valorem taxes remitted to the City for a period not to exceed 5 years and at such time funds are authorized to be encumbered. The total amount of the tax rebate grant agreement shall not exceed $1,297,693.00.

SECTION 4: The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance shall be effective immediately upon passage by at least eight affirmative votes or if receiving fewer, on the tenth day after passage.

PASSED AND APPROVED this 11th day of December, 2014.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**40B (in consent vote: 40A, 40B)**
Date:	12/11/2014
Time:	02:50:36 PM
Vote Type:	Motion to Approve
Description:	An Ordinance approving a 100% Tax Abatement with Security Service Federal Credit Union for a period not to exceed 10 years for real and personal property improvements; and approving an Economic Development Program Grant Agreement not to exceed five years, with a cumulative maximum incentive value for both agreements not to exceed $10,534,195.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Keith Toney	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x			x	
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

ATTACHMENT I

STATE OF TEXAS	§	**CITY OF SAN ANTONIO**
	§	**TAX ABATEMENT AGREEMENT**
	§	**FOR REAL & PERSONAL PROPERTY**
COUNTY OF BEXAR	§	**IMPROVEMENTS**

1. PARTIES

THIS CITY OF SAN ANTONIO TAX ABATEMENT AGREEMENT FOR REAL AND PERSONAL PROPERTY IMPROVEMENTS (the "**Agreement**") is entered into on this 11th day of December 2014, by and among Security Service Federal Credit Union, a federally-chartered credit union (hereinafter referred to as "**SSFCU**"), and the City of San Antonio, a municipal corporation of Texas (hereinafter referred to as "**CITY**"), acting by and through its City Manager under the authority of its City Council.

2. AUTHORIZATION AND FINDINGS

A. This Agreement is entered into pursuant to the following authorities:

1. The Texas Property Redevelopment and Tax Abatement Act of 1987, V.A.T.S. Tax Code, Chapter 312, as amended;

2. CITY COUNCIL RESOLUTION No. 89-07-12, dated the 15th day of February 1989, and most recently revised by Ordinance No. 2014-12-11-_____ on December 11, 2014, together which established the City of San Antonio Tax Abatement Guidelines (hereinafter referred to as the "**Guidelines and Criteria**");

3. CITY COUNCIL ORDINANCE NO. 2014-12-11-_____ dated December 11, 2014, which designated the SSFCU REINVESTMENT ZONE (the "**Reinvestment Zone**"); and

4. CITY COUNCIL ORDINANCE NO. 2014-12-11-_____, dated December 11, 2014, which specifically approved this Agreement and authorized execution hereof.

B. The City Council, by its approval of this Agreement, hereby finds that: (1) the terms of this Agreement abide by the Guidelines and Criteria; (2) approving this Agreement will not have any substantial long-term adverse effect on the provision of city services or CITY'S tax base; and (3) the planned use of the Property (defined below) inside the qualifying Reinvestment Zone by SSFCU for the uses contemplated herein will not constitute a hazard to public safety, health or morals.

3. **PROPERTY**

A. SSFCU has a fee-simple interest in real property located at 14880 West IH 10, San Antonio, Texas 78249 (the "**Property**"), legally described in **EXHIBIT "A"** attached hereto and incorporated herein. The Property is located within a qualifying Reinvestment Zone for the purposes of the Texas Property Redevelopment and Tax Abatement Act of 1987, V.A.T.S. Tax Code, Chapter 312.

B. SSFCU shall own, hold an interest in or otherwise control the Property and will conduct certain business activities including, but not limited to, those activities typically conducted at the corporate or regional headquarters of a federal credit union or the business activities of a Related Organization (as such term is defined in Article 5, Paragraph H), so long as such business activities include the business activities of the corporate and regional headquarters of a federal credit union, or an approved credit union service organization activity or service, or similar activity (all of such activities hereinafter collectively referred to as the "**Business Activities**").

C. SSFCU anticipates investing a cumulative total of at least ONE HUNDRED TWENTY MILLION DOLLARS AND NO CENTS ($120,000,000.00) in real property and new personal property in connection with the development of its headquarters on the Property (the "**Required Capital Investment**"). The Required Capital Investment includes costs incurred in connection with (i) acquiring the land comprising the Property, (ii) constructing certain street improvements described in **EXHIBIT "B"** (the "**Street Improvements**"), (iii) constructing certain real property improvements on the Property (the "**Real Property Improvements**"), and (iv) constructing or purchasing certain personal property to be placed on the Property (the "**Personal Property Improvements**"). The Personal Property Improvements shall not be placed on the Property sooner than the Effective Date of this Agreement. For the purposes of this Agreement and that certain City of San Antonio Chapter 380 Grant Agreement between CITY and SSFCU of even date hereof (the "**Tax Rebate Agreement**"), approved by City Council in Ordinance No. 2014-12-11-_____ only, the cost of acquiring the Property shall be determined on the assessed value of the Property as of the Base Year, adjusted on a per acre basis based on the size of the Property in comparison to the size of the overall parcel owned by SSFCU without regard to market value or land characteristics, provided that in no event shall such assessed value of the Property be greater than the actual purchase price paid by SSFCU for the Property.

D. SSFCU shall, promptly following the Effective Date, submit all necessary applications and supporting materials necessary to establish a separate tax account for the Real Property Improvements and Personal Property Improvements with the Bexar Appraisal District and provide these tax account numbers to the CITY.

4. **SSFCU'S REPRESENTATIONS**

A. SSFCU represents that it has no knowledge that any interest in the Property is presently owned, held or leased by a member of the San Antonio City Council, Zoning

Commission, Planning Commission, the City's Economic Development Department, or any other CITY officer or employee. SSFCU further represents that it shall not knowingly sell, lease or otherwise convey such an interest to a member of the San Antonio City Council, the Zoning Commission, the Planning Commission, the City's Economic Development Department or any other CITY officer or employee, as long as this Agreement remains in effect.

B. SSFCU represents that there is no litigation pending against SSFCU for any violations under the Occupational Safety and Health Act.

5. **OBLIGATIONS OF SSFCU**

A. Apart from all other obligations and/or duties imposed on SSFCU by any other incentive agreements it has entered into with the State of Texas, Bexar County and/or CITY, SSFCU shall:

1) own, hold an interest in or otherwise control the Property, the Real Property Improvements and the Personal Property Improvements that are the subject of this Agreement; and

2) invest, or cause to be invested, the Required Capital Investment at the Property, pursuant to the following schedule:

(i) At least THIRTY-NINE MILLION THREE HUNDRED NINETY-FIVE THOUSAND DOLLARS AND NO CENTS ($39,395,000.00) by December 31, 2017;

(ii) A cumulative total of at least FORTY-NINE MILLION NINE HUNDRED TWENTY-THREE THOUSAND DOLLARS AND NO CENTS ($49,923,000) by December 31, 2018;

(iii) A cumulative total of at least FIFTY-SEVEN MILLION EIGHT HUNDRED NINETEEN THOUSAND DOLLARS AND NO CENTS ($57,819,000.00) by December 31, 2019;

(iv) A cumulative total of at least EIGHTY-ONE MILLION THREE HUNDRED FIFTY-THREE THOUSAND DOLLARS AND NO CENTS ($81,353,000.00) by December 31, 2020;

(v) A cumulative total of at least NINEY-EIGHT MILLION SIX HUNDRED ONE THOUSAND DOLLARS AND NO CENTS ($98,601,000.00) by December 31, 2021;

(vi) A cumulative total of at least ONE HUNDRED TWENTY MILLION DOLLARS AND NO CENTS ($120,000,000.00) by December 31, 2022.

The Parties agree that the Required Capital Investment shall include all costs directly related to the land, the Real Property Improvements, Street Improvements and the Personal Property Improvements, including but not limited to costs incurred in connection with: design, engineering, surveying, project management, construction, installation, licensing, testing, commissioning, permitting, inspections, paving, painting, irrigation, landscaping, furnishings, fixtures and equipment. The Required Capital Investment may also include all costs incurred to acquire and install furnishings, fixtures and equipment on the Property after the Effective Date hereof, regardless of whether such furnishings, fixtures and equipment may initially be placed at other facilities and later transferred to the Property so long as such furnishings, fixtures and equipment are placed on the Property after the Effective Date hereof and within 24 months of the date it is purchased by SSFCU (any Personal Property placed within the Reinvestment Zone prior to the Effective Date hereof shall not be abated, nor shall it be counted for the purpose of meeting the Required Capital Investment).

(3) use the Property for its Business Activities or Business Activities of Related Organizations or an SSFCU subsidiary or affiliate ("SSFCU Subsidiary"); and

(4) satisfy the following requirements with respect to Full-Time Jobs at the Property and/or SSFCU's current office locations in San Antonio (excluding retail banking branch offices) listed in "**Exhibit E**" hereto (the "**Current SSFCU Offices**"):

(i) between the Effective Date hereof and December 31, 2016, maintain a total workforce at the Property and the Current SSFCU Offices of at least 747 Full-Time Jobs;

(ii) by December 31, 2017 maintain a total workforce at the Property and the Current SSFCU Offices of at least 787 Full-Time Jobs, including at least 40 persons holding Full-Time Jobs at the Property that were hired after the Effective Date of this Agreement (any employees at the Property hired after the Effective Date of this Agreement referred to herein sometimes as the "**New Full-Time Jobs**");

(iii) by December 31, 2018 maintain a total workforce at the Property and the Current SSFCU Offices of at least 827 Full-Time Jobs, including a total of at least 80 New Full-Time Jobs at the Property;

(iv) by December 31, 2019 maintain a total workforce at the Property and the Current SSFCU Offices of at least 867 Full-Time Jobs, including a total of at least 120 New Full-Time Jobs at the Property;

(v) by December 31, 2020 maintain a total workforce at the Property and the Current SSFCU Offices of at least 907 Full-Time Jobs, including a total of at least 160 New Full-Time Jobs at the Property;

(vi) by December 31, 2021 and through the end of the Term and full Recapture Period of this Agreement, maintain a total workforce at the Property and the Current SSFCU Offices of at least 947 Full-Time Jobs, including a total of at least 200 New Full-Time Jobs at the Property;

(7) complete construction of Street Improvements in accordance with all applicable federal, state and City laws and regulations, including the City's Unified Development Code and implementation manuals (CITY acknowledges a final acceptance letter issued by CITY's Development Services Department, or successor department, after the end of the one (1) year warranty bond period, shall be conclusive proof of completion of the Street Improvements provided, however, in no event shall this Agreement or the Tax Rebate Agreement be deemed to require acceptance of the Street Improvements by CITY);

(8) comply with all other terms and conditions contained in this Agreement and those contained in the Tax Rebate Agreement.

Excluding the Tax Rebate Agreement, this Article 5, Paragraph A, does not modify, supplement or in any way amend the terms and conditions of any agreements SSFCU may have with the State of Texas, Bexar County and/or CITY.

B. SSFCU shall, from and after the Effective Date of this Agreement and thereafter through the remainder of the Term of this Agreement (including the full Recapture Period), pay one hundred percent (100%) of its employees located at the Property and Current SSFCU Offices, the CITY's effective prevailing "living" wage as determined by the City Council in the Guidelines and Criteria, which is currently $11.47 per hour. On and after the one year anniversary of the Effective Date of this Agreement and thereafter through the remainder of the Term of this Agreement, SSFCU shall pay seventy percent (70%) of all employees at the Property and Current SSFCU Offices at least $14.66 per hour.

C. A "**Full-Time Job**" or "**Full-Time Employee**," for the purposes of this Agreement, shall include any employee that works exclusively at the Property or Current SSFCU Offices receiving pay equivalent to two thousand eighty (2,080) straight-time paid hours in a fiscal year and who is an employee of SSFCU, an SSFCU Subsidiary or a Related Organization.

D. SSFCU shall offer all Full-Time Employees at either the Property or Current SSFCU Offices an opportunity to participate in the employee benefits program which shall be substantially similar to the employee benefits offered to similarly-situated employees of SSFCU as set forth in **EXHIBIT "C"** attached hereto and incorporated herein, and which

shall provide an opportunity to participate in health coverage for Full-Time Employees and their eligible dependents.

E. SSFCU shall make commercially reasonable efforts to comply with all applicable federal and state laws governing the employment relationship between employers and employees. In the event CITY determines, in its reasonable discretion, SSFCU has knowingly or negligently violated this Article 5, Paragraph E, SSFCU shall be deemed to be in default hereunder. Notwithstanding anything contained in this paragraph to the contrary, minor or inconsequential infractions of this paragraph shall not cause SSFCU to be in default hereunder.

F. SSFCU shall conduct its Business Activities (as defined in Article 3, Paragraph B) on the Property in accordance with all applicable federal, state and local laws.

G. Any construction SSFCU performs or causes to perform on the Property shall be in accordance with all applicable federal, state and local laws including, but not limited to, Texas Commission on Environmental Quality regulations, Bexar County and City of San Antonio laws, Building Codes and ordinances, Historic Preservation and Urban Design ordinances, flood, subdivision, building, electrical, plumbing, fire and life safety codes and regulations, current and as amended.

H. Except as provided herein, SSFCU shall use the Property only in connection with Business Activities and Incidental Uses (defined in Article 5, Paragraph N, below). For the purposes of this Agreement and the Tax Rebate Agreement only, SSFCU or new entity created as a result of a merger, acquisition, or other corporate restructure or reorganization of SSFCU, or any component thereof (hereinafter "**Related Organization**") may, without additional consent or approval by the City Council occupy and use the Property for such Related Organization's normal business activities, so long as such business activities are those of a federally chartered credit union headquarters, or an approved credit union service organization, comparable to the Business Activities and assets of SSFCU and such activities and uses are otherwise in compliance with all terms of this Agreement. To be eligible for the tax abatements as provided in this Agreement, such Related Organization, (excluding any SSFCU Subsidiary), must agree in writing to fully comply with all applicable terms of this Agreement. Except as authorized above, SSFCU shall not change the principal use of the Property without prior approval by the City Council, as evidenced in a duly-approved ordinance.

I. SSFCU shall maintain the Property and any constructed improvements (excluding the Street Improvements following acceptance by CITY) in compliance with applicable CITY codes and ordinances and in good repair and condition during the Term of this Agreement, with normal wear and tear and damage by fire or other casualty not caused as a result of the negligence, intentional act or misconduct of SSFCU excepted. Compliance with the maintenance obligations imposed herein shall be presumed if SSFCU follows its normal and customary maintenance procedures and schedules.

J. Upon at least five (5) business days' prior notice to SSFCU, SSFCU shall allow designated representatives of CITY access to the Records at the Property or such other location in Bexar County where the Records are kept during normal business hours for inspection to determine if the obligations of SSFCU hereunder and the terms and conditions of this Agreement are being met by SSFCU. If the applicable Records are retained in a location outside of Bexar County, SSFCU shall provide CITY with access to the Records within Bexar County. Any information that is not required by law to be made public shall be kept confidential by CITY. Should any good faith dispute or question arise as to the validity of the data inspected, CITY reserves the right to require SSFCU to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of SSFCU. The rights to access the Records shall continue through the Term of this Agreement. Failure to provide reasonable access to the Records to authorized CITY representatives shall give CITY the right to suspend or terminate this Agreement as provided for herein, or any portion thereof, for reason of default, and to exercise CITY's right to recapture all abated taxes after the applicable cure periods. SSFCU may require CITY's representatives to be accompanied by SSFCU representatives and such inspections shall be conducted in such a manner as to (a) not unreasonably interfere with the operation of Business Activities at the Property, and (b) comply with SSFCU's reasonable security requirements.

K. During the Term of this Agreement, SSFCU shall furnish each year, as applicable, the Chief Appraiser of Bexar County Appraisal District with information regarding the value of personal property located on the Property as outlined in Chapter 22, V.A.T.S. Tax Code, as amended, as may be necessary for the tax abatement and for appraisal purposes.

L. On or before February 1 and August 1 of each year during the Term of this Agreement (including the full Recapture Period), SSFCU shall provide CITY's Director of Economic Development Department with a certification (the "**Semi-Annual Certification**") from an officer of SSFCU attesting to the following information as of the preceding December 31st and June 30th respectively: (i) the number of Full-Time Jobs maintained as of such date, (ii) the number of Full-Time Jobs and New Full-Time Jobs maintained as of such date, (iii) the hire dates of each Full-Time Employee and New Full-Time Employee, (iv) the healthcare benefits offered to all Full-Time Employees and New Full-Time Employees and their respective eligible dependents, (v) the total wages paid in connection with the Full-Time Jobs and the New Full-Time Jobs during the six months preceding such date, (vi) the sublease of any portion of the Property for Incidental Uses or to a SSFCU Subsidiary (which certification shall include the number of square feet subleased, the uses permitted under the sublease and the trade name and parent company name of the sublessee), and (vii) the aggregate investments made prior to such date that qualify toward the Required Capital Investment hereunder . The information provided shall be on the form set forth in, or substantially similar to the form labeled "Monitoring Form" attached and incorporated herein as **EXHIBIT "D"**, as the same may be revised by CITY from time to time.

M. SSFCU shall, during the Term of this Agreement, hire at least twenty-five percent (25%) of its new employees at both the Property and Current SSFCU Offices from local

residents; provided, however, that if SSFCU is unable to reasonably comply with said requirement, SSFCU shall provide reasonable evidence that it made a good faith effort to hire local employees for its Property to fulfill its requirements under Article 5, Paragraph A. "**Local**" is defined, for the purposes of this Paragraph, as an employee whose principal residence is located within the city limits of the City of San Antonio or within the county limits of Bexar County.

N. SSFCU shall notify CITY in writing at least thirty (30) calendar days prior to any sale, transfer or sublease of the Property or any portion thereof during the Term of this Agreement, provided, however, notwithstanding the foregoing, SSFCU shall be expressly permitted to sublease one or more areas within structures constructed on the Property to: (i) third-party entities to allow for the operation of daycare facilities, coffee shops, shops, shipping services, cafes, support services and similar activities ancillary and directly related to the Business Activities or for the benefit or use by SSFCU's employees (the "**Incidental Uses**"); provided, however, each of the Incidental Uses shall not take up more than 10,000 square feet (excluding common areas) in any given instance; and (ii) one or more SSFCU Subsidiaries or Related Organizations. A sublease of a portion of the Property for Incidental Uses or to a Related Organization shall require SSFCU to report such sublease in the Semi-Annual Certification immediately following such sublease. CITY will not unreasonably withhold approval of any requests for Assignment of this Agreement by SSFCU under Article 11 and any new purchaser or transferee requesting an assignment or transfer shall be bound by this Agreement. With respect to a sale or transfer of the Property, failure to provide the required notification under this Article 5, Paragraph N may render SSFCU subject to the termination and recapture provisions under Article 7 without benefit of the Cure Period (as defined in Article 7, Paragraph F).

O. SSFCU covenants and agrees to notify CITY in writing at least thirty (30) calendar days prior to Relocating or Ceasing its Business Activities (as defined in Article 7, Paragraphs B and C). Failure to provide the required notification under this Article 5, Paragraph O may render SSFCU subject to the termination and recapture provisions under Article 7 without benefit of the Cure Period (as defined in Article 7, Paragraph E).

P. If, during the Term of this Agreement SSFCU fails to pay at least the minimum wages required under Article 5, Paragraph B of this Agreement, then the termination and recapture provisions of Article 7 of this Agreement shall apply against SSFCU after the applicable cure periods.

Q. SSFCU shall not allow its ad valorem taxes due on the land, real and personal property or inventory and supplies to become delinquent or fail to timely and properly follow the legal procedures for their protest and/or contest. A violation of this Article 5, Paragraph Q may, at CITY's discretion, subject SSFCU to the termination and recapture provisions of Article 7 of this Agreement, subject to SSFCU having thirty (30) calendar days from the date SSFCU receives notice of such violation from the taxing authority to cure the violation.

R. Should SSFCU fail to comply with any of the terms of this Agreement and fails to cure any default as set forth herein, then CITY shall not be obligated to perform any obligations hereunder, and SSFCU agrees that it shall not receive any tax abatement hereunder and that the termination and recapture provisions of Article 7 of this Agreement shall apply against SSFCU, subject to any cure rights set forth herein.

S. In the event SSFCU receives the Maximum Benefit (defined in Article 6 Paragraph C) set forth herein, then, in such event, SSFCU shall have no further right to abatement of ad valorem taxes hereunder or to receive the rebate of any ad valorem taxes under the Tax Rebate Agreement, and CITY shall not be obligated to perform any obligations hereunder and under the Tax Rebate Agreement. Notwithstanding anything contained herein, if and once SSFCU receives the Maximum Benefit, SSFCU's obligations hereunder and under the Tax Rebate Agreement including, without limitation, SSFCU's job creation, job retention, Required Capital Investment, and Street Improvements completion obligations, shall continue in full force and effect from and after the Effective Date of this Agreement through the expiration of the Term of Tax Rebate Agreement.

T. If, during the Term of this Agreement, SSFCU defaults under the Tax Rebate Agreement, subject to any cure rights set forth therein, then SSFCU shall be deemed to be in default hereunder and the termination and recapture provisions of Article 7 of this Agreement shall apply against SSFCU after the expiration of the applicable cure periods.

U. If SSFCU, any Related Organization, and/or other CITY-approved assignee permitted under this Agreement files any petition for bankruptcy, then this Agreement shall automatically be deemed to have terminated one (1) day prior to the filing of the petition for bankruptcy and, upon such termination, all taxes previously abated by CITY for the benefit of SSFCU under this Agreement which have not been previously recaptured by CITY shall be recaptured by CITY from SSFCU according to the schedule set forth in Article 7 of this Agreement below.

V. SSFCU shall maintain written and/or digital records and supporting documentation (the "Records") relating to and sufficient to reasonably determine: (1) the amount of Required Capital Investment in real and personal property at the Property; (2) the hire and termination dates of each Full-Time Employee at the Property and the Current SSFCU Offices; (3) employee records sufficient to determine if they live within Bexar County when hired; (4) the creation, maintenance and retention of Full-Time Jobs and New Full-Time Jobs at the Property and the Current FFSCU Offices; (5) the fulfillment of all obligations of SSFCU under this Agreement; and (6) the wages and healthcare benefits offered to all Full-Time employees at the Property and the Current SSFCU Offices. SSFCU shall retain records pertaining to the amount of the Required Capital Investment in real and personal property at the Property and any supporting documentation from and after the Effective Date through the date which falls 4 years after the expiration of the Term of this Agreement. SSFCU shall provide copies of the applicable Records to CITY (other than those: (i) pertaining to the Required Capital Investment in real and personal property at the Property and any supporting documentation; and (ii) which SSFCU is prohibited by law from disclosing) when it delivers the Semi-Annual Certification to CITY. Within

ninety (90) days following receipt of the Records applicable to the first Semi-Annual Certification delivered hereunder to CITY, CITY shall notify SSFCU of any additional information required to reasonably satisfy SSFCU's obligation to provide Records in connection with such Semi-Annual Certification and for all subsequent Semi-Annual Certifications hereunder. SSFCU acknowledges and agrees that retention of the Records by SSFCU and CITY'S right to inspect the Records as set forth below, are required in order to permit CITY's representatives to determine with certainty SSFCU's compliance with all of SSFCU'S obligations under this Agreement including, without limitation, job creation and retention requirements, wage requirements, healthcare benefits requirements and residency requirements.

6. TAX ABATEMENT

A. The tax abatement period (the "**Abatement Term**") for the Property, the new Real Property Improvements and new Personal Property Improvements shall be ten (10) years beginning on January 1, 2017 and expiring on December 31, 2026, unless terminated earlier as set forth herein. The base year for calculating the value of the real property and tangible personal property existing and located upon the Property prior to the Effective Date of this Agreement shall be January 1, 2014 (the "**Base Year**"). The "**Base Year Value**" of the real property and personal property shall be its assessed value (determined by the Bexar County Appraisal District), as of the Base Year. This Agreement provides for the abatement of taxes resulting from: (i) any increase in the value of the Property exceeding the Base Year Value; (ii) any increase in the value of the Property exceeding the Base Year Value due to the tangible Real Property Improvements thereon; and (iii) Personal Property Improvements brought on or made to the Property after the Effective Date.

B. At the commencement of the Term of this Agreement, SSFCU shall own, have an interest in or otherwise control the Property and shall be conducting its Business Activities at the Property on a daily basis and continuously from and after January 1, 2017 through the remainder of the Term of this Agreement.

C. Provided that SSFCU: (1) invests in both Real Property Improvements and Personal Property Improvements as and when required under Article 5, Paragraph A (2) of this Agreement; (2) hires and retains the number of employees as and when specified in Article 5, Paragraph A (5) of this Agreement; (3) pays at least the minimum wages required under Article 5, Paragraph B of this Agreement; (4) uses the Property for its Business Activities or the Business Activities of one or more Related Organizations; and (5) is otherwise in compliance with the terms and conditions of this Agreement and the Tax Rebate Agreement, then ONE HUNDRED PERCENT (100%) of the ad valorem taxes, for an amount not to exceed in any event TEN MILLION FIVE HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS AND NO CENTS ($10,534,195.00) (the "**Maximum Benefit**"), for the increased taxable value of the Property, the increased taxable value of Real Property Improvements, and increased taxable value of new Personal Property Improvements, above the Base Year Value, shall be abated for the Abatement Term up to the Maximum Benefit. There shall be no

abatement of taxes hereunder for the underlying land Base Year Value, inventory or supplies.

D. SSFCU acknowledges and agrees that the Base Year Value of the Property and the tax levy based on said Base Year Value of the Property in the Reinvestment Zone shall not decrease, but taxes may increase and that the amount of property taxes paid by SSFCU to CITY attributable to the Property during the Term of this Agreement shall not be less than the amount of taxes attributable to the Property paid to CITY for the Base Year, if any, except in the event of casualty or condemnation of the Property in the Reinvestment Zone.

E. SSFCU shall have the right to protest appraisals of the Property, real or personal, or any portion thereof, over and above the Base Year Value as applicable, provided, however, SSFCU shall: (i) notify CITY of the protest within ninety (90) days after the protest is initiated; and (ii) any reductions to the appraised value of the Property, real or personal, shall cause a proportional decrease to the taxes abated under this Agreement and/or those rebated under the Rebate Agreement, and CITY shall be entitled to the payment of such decrease in rebated taxes within thirty (30) calendar days from the date SSFCU receives a rebate or return of any overpayment of taxes.

F. The term of this Agreement (herein referred to as the "**Term**" of this Agreement) shall commence on the Effective Date and shall continue in force and effect, unless terminated pursuant to the provisions of Article 7, until December 31, 2032, which is the end of the sixth calendar year after the expiration of the Abatement Term. The Term of this Agreement includes the "**Recapture Period** ," which is defined herein as the period between January 1, 2027 (the end of the Abatement Term) and December 31, 2032.

7. DEFAULT/TERMINATION/RECAPTURE

A. "**Relocation**" or "**Relocate**" shall mean SSFCU or a Related Organization which has taken the place of SSFCU, transferring a substantial portion of its Business Activities to a location outside the Reinvestment Zone.

B. Should SSFCU occupy and use the Property for its Business Activities and subsequently Relocates (as defined in Article 7, Paragraph A) during the Term of this Agreement, unless such Relocation is caused by a Force Majeure, as defined in Article 8, then CITY shall have the right to terminate this Agreement. Said termination shall be effective for the tax year during which the Relocation occurred. Unless SSFCU presents credible evidence to clearly indicate a date of Relocation, CITY's determination shall be final and conclusive.

Upon termination, any and all taxes otherwise abated for that tax year and all previously abated taxes under this Agreement shall be recaptured by CITY and CITY shall be entitled to the payment of such recaptured taxes within sixty (60) calendar days from the date it notifies SSFCU in writing of the termination.

C. If SSFCU occupies and uses the Property for its Business Activities and subsequently ceases conducting Business Activities (or a substantial portion thereof) at the site for a continuous period of three (3) months during the Term of this Agreement for any reason, except if such cessation is caused by a Force Majeure event as defined in Article 8, then CITY shall have the right to terminate this Agreement. Said termination shall be effective for the tax year during which the Property was no longer used for the required purposes stated herein. Unless SSFCU presents credible evidence to clearly indicate a date of cessation, CITY's determination of a date of cessation shall be final and conclusive. Upon termination, any and all taxes otherwise abated for that tax year and all previously-abated taxes under this Agreement shall be recaptured by CITY and CITY shall be entitled to the payment of such recaptured taxes within sixty (60) calendar days from the date it notifies SSFCU in writing of termination.

D. If SSFCU, a Related Organization or CITY-approved assignee fails to hire and retain the minimum number of permanent Full-Time Employees and/or New Full-Time Employees as and when required in Article 5, Paragraph A above, fails to satisfy the requirements for Full-Time Jobs and New Full-Time Jobs set forth in Article 5, Paragraph A above in a given year, then the tax abatement shall be reduced in the following tax year by the same percentage as the percentage deficiency in the total number of Full-Time Jobs and New Full Time Jobs identified in such given year. For example, if SSFCU employs only ninety percent (90%) of the Full-Time Employees and/or New Full-Time Employees required in a given year under Article 5, Paragraph A above, then SSFCU shall be entitled to ninety percent (90%) of the one hundred percent (100%) abatement of ad valorem real and personal property improvements for the Property for that following year. Such tax abatement reduction percentage shall be independent from and in addition to any such tax abatement reduction percentage applicable in any instance under Article 7, Paragraph E below. Should SSFCU fail to employ at least fifty percent (50%) of the minimum number of Full-Time Employees and/or New Full Time Employees required in a given year under Article 5, Paragraph A, then, at the option of CITY, this failure may be grounds for termination of this Agreement by CITY. Said termination shall be effective for the calendar year during which the number of Full-Time Employees and/or New Full Time Employees falls below fifty percent (50%) of the minimum number of Full-Time Employees and/or New Full-Time Employees in a given year under Article 5, Paragraph A. Upon termination, any and all taxes otherwise abated for that tax year and all previously-abated taxes under this Agreement shall be recaptured by CITY and CITY shall be entitled to the payment of such recaptured taxes within sixty (60) calendar days from the date it notifies SSFCU in writing of the termination. For purposes hereof, compliance with the requirements for the Full-Time Jobs and/or New Full-Time Jobs for each calendar year shall be determined by averaging of the two Semi-Annual Certifications for such calendar year.

E. If SSFCU fails to make the Required Capital Investment required in Article 5, Paragraph A above in a given year, then the tax abatement shall be reduced in the following tax year by the same percentage as the percentage deficiency in the Required Capital Investment identified in such given year. For example, if SSFCU completes ninety-five percent (95%) of the Required Capital Investment required in a given year, SSFCU shall be

entitled to ninety-five percent (95%) of the one hundred percent (100%) abatement of ad valorem real and personal property improvements for the Property for that following year. Such tax abatement reduction percentage shall be independent from and in addition to any such tax abatement reduction percentage applicable in any instance under Article 7, Paragraph D above. Should SSFCU fail to make at least ninety percent (90%) of the Required Capital Investment required in a given year under Article 5(A), then, at the option of CITY, this failure may be grounds for termination of this Agreement by CITY. Said termination shall be effective for the calendar year during which the Required Capital Investment falls below ninety percent (90%) of the minimum Required Capital Investment in a given year under Article 5, Paragraph A. Upon termination, any and all taxes otherwise abated for that tax year and all previously-abated taxes under this Agreement shall be recaptured by CITY and CITY shall be entitled to the payment of such recaptured taxes within sixty (60) calendar days from the date it notifies SSFCU in writing of the termination. For purposes hereof, compliance with the requirements for the minimum Required Capital Investment for each calendar year shall be determined by Semi-Annual Certification, subject to CITY's right to inspect the Records of SSFCU as set forth herein.

F. During the Term of this Agreement, CITY may declare a default if SSFCU fails to comply with any of the terms of either this Agreement or the Tax Rebate Agreement. Should CITY determine SSFCU is in default under any of the terms of this Agreement or the Tax Rebate Agreement, CITY will notify SSFCU in writing at the address below in Article 9. If said default is not cured within sixty (60) calendar days from the date of such notice (hereinafter the "**Cure Period**"), with the exception of those terms wherein the Cure Period does not apply, then CITY shall have the right to terminate this Agreement. CITY may, in its sole discretion, extend the Cure Period if SSFCU commences the cure within the Cure Period and SSFCU is diligently pursuing such cure. If this Agreement is terminated as a result of default hereunder or under the Tax Rebate Agreement, all taxes abated shall be due for the tax year during which the termination occurred and shall accrue without further abatement for all tax years thereafter. In addition, CITY shall have the right to recapture from SSFCU all previously-abated property taxes under this Agreement and said taxes shall be paid by SSFCU within sixty (60) calendar days of receiving CITY'S written notification of termination.

G. Other Remedies Available. CITY shall have the right to seek any remedy at law to which it may be entitled, in addition to termination and/or recapture, if SSFCU defaults under the terms of this Agreement, but SSFCU shall not be subject to any claim by CITY for punitive damages. However, such termination and/or recapture shall be subject to any and all lawful offsets, settlements, deductions or credits to which SSFCU may be entitled. The termination and/or recapture of taxes provided in this Article 7 are not applicable to situations involving minor changes to the description of the Property, or changes in ownership or in management thereof, so long as SSFCU, its Related Organizations, its CITY-approved successor or assignee continues conducting Business Activities or other authorized activities thereon as provided hereinabove.

H. Calculation of Taxes Subject to Recapture. If SSFCU fails to comply with any of the terms of either the Tax Rebate Agreement or this Agreement including, but not limited

to, those pertaining to this Article 7, then the CITY, after the expiration of the applicable Cure Period, shall have the right to recapture from SSFCU a percentage of the abated real and personal property taxes based on the following table:

TERM YEAR	TOTAL TAX PREVIOUSLY ABATED SHALL BE MULTIPLIED BY:
1-10	100%
11	100%
12	80%
13	60%
14	40%
15	20%
16	10%

FORMULA: The recapture formula shall be:

Total Taxes Abated	X	Applicable Percentage from above Schedule	=	Amount to be Recaptured

CITY shall calculate the amount of recapture pertaining to the respective tax year utilizing the above formula. A bill for the respective year will then be sent to SSFCU.

The Parties acknowledge and agree that after Term Year 16 above, there shall be no recapture of abated taxes.

8. AUTHORIZED RELIEF FROM PERFORMANCE (Force Majeure)

For purposes of this Agreement, "**Force Majeure**" is defined as an act of God or natural disaster. It also includes explosion or other casualty or accident which is not the result of negligence, an intentional act or misconduct on the part of SSFCU. In addition to relief expressly granted in this Agreement, CITY may grant relief from performance of this Agreement if SSFCU is prevented from compliance and performance by an event of Force Majeure. The burden of proof for the need for such relief shall rest upon SSFCU. To obtain release based upon this Article 8, SSFCU must file a written request with the CITY'S Economic Development Department for processing to City Council for a decision, authorized by a duly-approved Ordinance.

9. NOTICE

Any notice required or permitted to be given hereunder by one Party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (a) delivered in person to the address set forth herein below for the Party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such Party at the address hereinafter specified; or (c) deposited, with fees prepaid, into the custody of a nationally-recognized overnight delivery service such as FedEx, addressed to

such Party at the address hereinafter specified. Any notice mailed in the above manner shall be effective upon its deposit into the custody of the United States Postal Service or such nationally-recognized delivery service as applicable; all other notices shall be effective upon receipt. From time to time, either Party may designate another address for all purposes under this Agreement by giving the other Party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

TO SSFCU:

- (Whether personally delivered or mailed):

Security Service Federal Credit Union
16211 La Cantera Parkway
San Antonio, Texas 78256

Attn: Legal Services

With copies to:

Golden Steves Cohen & Gordon LLP
Attn: Steve Golden
300 Convent, Suite 2600
San Antonio, TX 78205

TO CITY:

- If mailed:

Economic Development Department
Attn: Director
P.O. Box 839966
San Antonio, Texas 78283-3966

- If by personal or overnight delivery:

Economic Development Department
Attn: Director
100 W. Houston Street
19th Floor
San Antonio, Texas 78205

10. CONDITION

This Agreement is conditioned entirely upon the approval of the San Antonio City Council, as evidenced by duly-approved Ordinance Number 2014-12-11-_____, dated December 11, 2014.

11. ASSIGNMENT

Except as otherwise expressly provided herein, this Agreement may be assigned or otherwise transferred only with City Council's prior approval (which approval shall not be unreasonably withheld), as reflected in a duly-adopted ordinance. SSFCU must submit a written request to CITY for approval of the proposed assignment or other transfer at least thirty (30) calendar days prior to the effective date of the assignment or transfer of any part of the Property; however, no City Council consent is required for an assignment or transfer to a parent of SSFCU, a subsidiary of SSFCU, an affiliate entity of SSFCU, or to any new entity created as a result of a merger, acquisition or other corporate restructure or reorganization of SSFCU. However, SSFCU shall give CITY prior written notice of all assignments or other transfers that do not require City Council consent, as required under Article 5, Paragraph N, within thirty (30) calendar days. All future assignees and/or transferees shall be bound by all terms and/or provisions and representations of this Agreement.

12. GENERAL PROVISIONS

A. None of the Property improvements described in this Agreement are financed by tax increment bonds.

B. This Agreement is entered into subject to the rights of the holders of outstanding bonds of CITY related to this project. No bonds for which CITY is liable have been used to finance this project.

C. No amendment, modification or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly-authorized by the Parties. SSFCU acknowledges that City Council approval is required for any and all of these actions.

D. In accordance with Chapter 2264 of the Texas Government Code, SSFCU agrees not to knowingly employ any worker during the Term of this Agreement who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("**Undocumented Workers**"). If SSFCU is convicted of a violation under 8 U.S.C. Section 1324a (f), then SSFCU shall repay CITY the amounts exempted by this Agreement for the tax year(s) covered under this Agreement during which such violation occurred. Such payment shall be made within one-hundred twenty (120) business days after the date SSFCU is notified by CITY of such violation. CITY, in its sole discretion, may extend the period for repayment herein. Additionally, SSFCU shall pay interest on the amounts due to CITY under this Article 12 at the rate of five percent (5%) per annum from the date of such violation notice until paid. SSFCU shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate or franchisee or by a person with whom SSFCU contracts.

E. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not specifically benefited by the terms and provisions hereof.

13. SEVERABILITY

In the event any article, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid article, subsection, paragraph, subparagraph, sentence, phrase or word. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the Parties hereto relating to the subject matter contained herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.

14. ESTOPPEL CERTIFICATE

Any Party hereto may request an estoppel certificate related to this project (hereafter referred to as "**Certificate**") from another Party hereto so long as the Certificate is requested in connection with a bona fide business or regulatory compliance or audit purpose. The Certificate, if requested, will be addressed to a subsequent purchaser or assignee of SSFCU or other party designated by SSFCU, which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default, if such is the case, the remaining Term of this Agreement, the Abatement Term, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the Certificate.

15. OWNER STANDING

SSFCU, as a Party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing the same, and SSFCU shall be entitled to intervene in said litigation.

16. GOVERNING LAW AND VENUE

A. Notice to CITY. SSFCU shall give CITY immediate notice in writing of: (i) any OSHA investigation of SSFCU concerning the Business Activities at the Property; (ii) bankruptcy of SSFCU; and (iii) any notice given by SSFCU to its employees at the Property required under any applicable laws pertaining to contemplated job reductions at the Property. GRANTEE shall submit a copy of each such notice required hereunder to CITY within fifteen (15) calendar days after receipt or issuance, as applicable.

B. Texas Torts Claims Act. SSFCU acknowledges 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. Venue. This Agreement is performable in Bexar County, Texas and shall be interpreted according to the Constitution and the laws of the State of Texas. Venue and jurisdiction of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

17. TRIPLICATE ORIGINALS

Three originals of this Agreement shall be executed, with one original going to each Party and one to the City Clerk.

[Signatures appear on next page.]

EXECUTED and **AGREED** to as of the 11th day of December, 2014 (the "**Effective Date**").

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

Sheryl L. Sculley
CITY MANAGER

ATTEST:

Leticia Vacek
CITY CLERK

APPROVED AS TO FORM:

Leslie O. Haby
ASSISTANT CITY ATTORNEY

SECURITY SERVICE FEDERAL CREDIT UNION, a Federally-Chartered Credit Union

Name: Robert Williamson
Title: SVP

ATTEST:

BRENDA PATTE

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

PAPE-DAWSON ENGINEERS

LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR

A 27.732 acre, or 1,208,003 square feet more or less, tract of land, out of that 66.062 acre tract described in deed to Security Service Federal Credit Union recorded in Volume 16505, Page 558 of the Official Public Records of Real Property of Bexar County, Texas, out of the Anselmo Pru Survey 20, Abstract 574, New City Block 14746 of the City of San Antonio, Bexar County, Texas. Said 27.732 acre tract being more fully described as follows:

BEGINNING: At a point on the west right-of-way line of Interstate Highway 10 (IH10), a variable width right-of-way, the southeast corner of a 93.379 acre tract of land conveyed to Diamond Shamrock Leasing, Inc. described in a deed recorded in Volume 7066, Page 990 of said Official Public Records of Real Property, the northeast corner of said 66.062 acre tract of land and the herein described tract;

THENCE: Southeasterly, along and with the west right-of-way line of said IH10, a non-tangent curve to the left, said curve having a radius of 5947.65 feet, a central angle of 00°37'45", a chord bearing and distance of S 09°11'32" E, 65.30 feet, for an arc length of 65.30 feet to a point;

THENCE: Departing the west right-of-way line of said IH 10, over and across said 6.062 acre tract the following bearings and distances:

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 230.00 feet, a central angle of 56°18'51", a chord bearing and distance of S 29°28'37" W, 217.07 feet, for an arc length of 226.06 feet to a point;

S 55°26'02" W, a distance of 77.93 feet to a point;

Southwesterly, along a tangent curve to the left, said curve having a radius of 194.00 feet, a central angle of 33°26'02", a chord bearing and distance of S 38°43'01" W, 111.61 feet, for an arc length of 113.20 feet to a point;

S 22°00'00" W, a distance of 486.24 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 648.50 feet, a central angle of 15°14'40", a chord bearing and distance of S 29°37'20" W, 172.03 feet, for an arc length of 172.54 feet to a point;

SAN ANTONIO / AUSTIN
HOUSTON / FORT WORTH / DALLAS

2000 NW Loop 410 San Antonio, Texas 78213
P 210.375.9000 F 210.375.9010 www.pape-dawson.com

S 38°48'34" W, a distance of 111.02 feet to a point;

N 51°07'45" W, a distance of 25.42 feet to a point;

N 90°00'00" W, a distance of 1053.34 feet to a point on the west line of said 66.062 acre tract, the east line of Lot 10, Block 2, NRP-UTSA Subdivision recorded in Volume 9655, Page 70 of the Deed and Plat Records of Bexar County, Texas;

THENCE: N 00°06'52" W, along and with the west line of said 66.062 acre tract, the east line of said Lot 10, a distance of 279.96 feet to a point for the northeast corner of said Lot 10;

THENCE: S 89°45'52" W, along and with the north line of said Lot 10, a south line of said 66.062 acre tract, a distance of 528.91 feet to a point on the southeast line of a 1.521 acre tract recorded in Volume 14249, Page 1283 of said Official Public Records, the northwest line of said 66.062 acre tract;

THENCE: N 32°15'49" E, along and with the southeast line of said 1.521 acre tract, the northwest line of said 66.062 acre tract, a distance of 347.07 feet to a point on the south line of said 93.379 acre tract, the north line of said 66.062 acre tract;

THENCE: Along and with the south line of said 93.379 acre tract, the north line of said 66.062 acre tract the following bearing and distances:

N 70°15'29" E, a distance of 331.39 feet to a point;

N 84°05'29" E, a distance of 29.53 feet to a point

N 71°15'09" E, a distance of 98.33 feet to a point for the west corner of a 0.668 acre tract recorded in Volume 14249, Page 1283 of said Official Public Records;

THENCE: Along and with the south line of said 0.668 acre tract, the north line of said 66.062 acre tract the following bearings and distances:

N 86°42'46" E, a distance of 112.44 feet to a point;

N 71°19'20" E, a distance of 54.98 feet to a point;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 300.00 feet, a central angle of 23°04'26", a chord bearing and distance of N 82°41'55" E, 120.00 feet, for an arc length of 120.81 feet to a point;

S 85°44'11" E, a distance of 458.54 feet to a point;

N 69°38'23" E, a distance of 250.19 feet to a point;

N 35°51'45" E, a distance of 54.24 feet to a point for the east corner of said 0.668 acre tract, in the south line of said 93.379 acre tract and the north line of said 66.062 acre tract;

THENCE: N 69°38'04" E, along and with the south line of said 93.379 acre tract, the north line of said 66.062 acre tract, a distance of 579.29 feet to the POINT OF BEGINNING, and containing 27.73193 acres in the City of San Antonio, Bexar County, Texas.

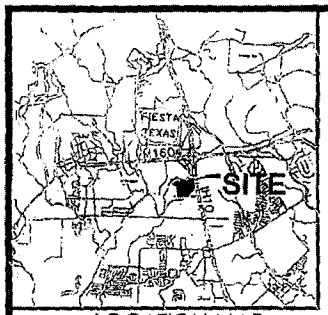
"This document was prepared under 22TAC663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 3, 2014
JOB NO. 8347-01
DOC. ID. N:\CIVIL\8347-01\WORD\8347-01 FN-27.732 AC.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

STATE OF TEXAS
REGISTERED
PAUL T. ROSS
5158
PROFESSIONAL
LAND SURVEYOR

03 NOV. 14

PAPE-DAWSON ENGINEERS



LOCATION MAP

NOT-TO-SCALE

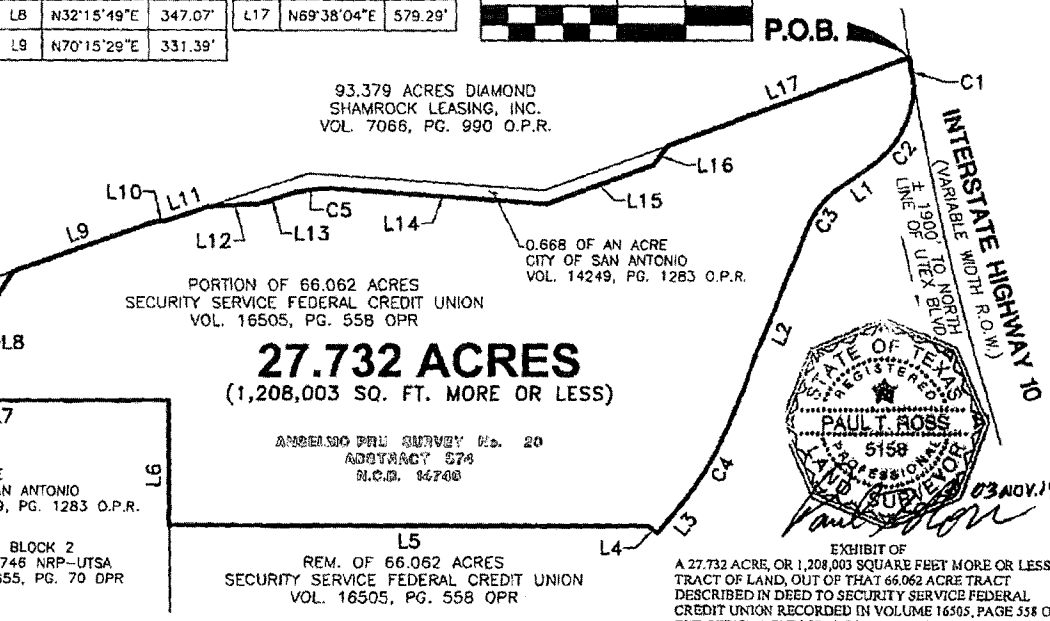
LINE TABLE		
LINE	BEARING	LENGTH
L1	S55°26'02"W	77.93'
L2	S22°00'00"W	486.24'
L3	S38°48'34"W	111.02'
L4	N51°07'45"W	25.42'
L5	N90°00'00"W	1053.34'
L6	N00°06'52"W	279.96'
L7	S89°45'52"W	528.91'
L8	N32°15'49"E	347.07'
L9	N70°15'29"E	331.39'

LINE TABLE		
LINE	BEARING	LENGTH
L10	N84°05'29"E	29.53'
L11	N71°15'09"E	98.33'
L12	N86°42'46"E	112.44'
L13	N71°19'20"E	54.98'
L14	S85°44'11"E	458.54'
L15	N69°38'23"E	250.19'
L16	N35°51'45"E	54.24'
L17	N69°38'04"E	579.29'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5947.65'	0°37'45"	S09°11'32"E	65.30'	65.30'
C2	230.00'	55°18'51"	S29°28'37"W	217.07'	226.06'
C3	194.00'	33°26'02"	S38°43'01"W	111.61'	113.20'
C4	648.50'	15°14'40"	S29°37'20"W	172.03'	172.54'
C5	300.00'	23°04'26"	N82°41'55"E	120.00'	120.81'

1 inch = 300'

300' 0' 150' 300'



LEGEND:

DR	DEED RECORDS OF BEXAR COUNTY, TEXAS
OPR	OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
DPR	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
FIR	FOUND 1/2" IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION
2. "THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

STATE OF TEXAS
REGISTERED
PAUL T. ROSS
5158
PROFESSIONAL
LAND SURVEYOR
03 NOV. 14

EXHIBIT OF

A 27.732 ACRE, OR 1,208,003 SQUARE FEET MORE OR LESS, TRACT OF LAND, OUT OF THAT 66.062 ACRE TRACT DESCRIBED IN DEED TO SECURITY SERVICE FEDERAL CREDIT UNION RECORDED IN VOLUME 16505, PAGE 558 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, OUT OF THE ANSELMO PRU SURVEY 20, ABSTRACT 574, NEW CITY BLOCK 14746 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

SHEET 1 OF 1

PAPE-DAWSON ENGINEERS

555 EAST RAMSEY | SAN ANTONIO TEXAS 78216 | PHONE: 210.375.9000 FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 10028-00

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NOVEMBER 3, 2014

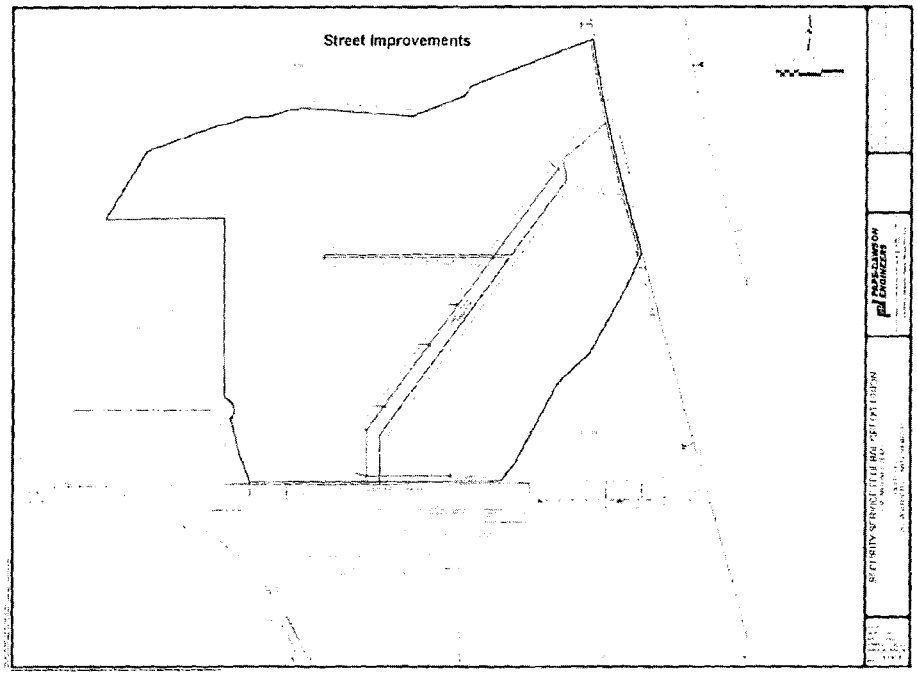
JOB No.: 8347-01

Date: Nov 03, 2014, 2:34pm User ID: praza
File: N:\CIVIL\8347-01\8347-01 ZV-27.732 AC.dwg

LOH
SSFCU Tax Abatement
120814 FINAL

EXHIBIT B

DESCRIPTION OF STREET IMPROVEMENTS



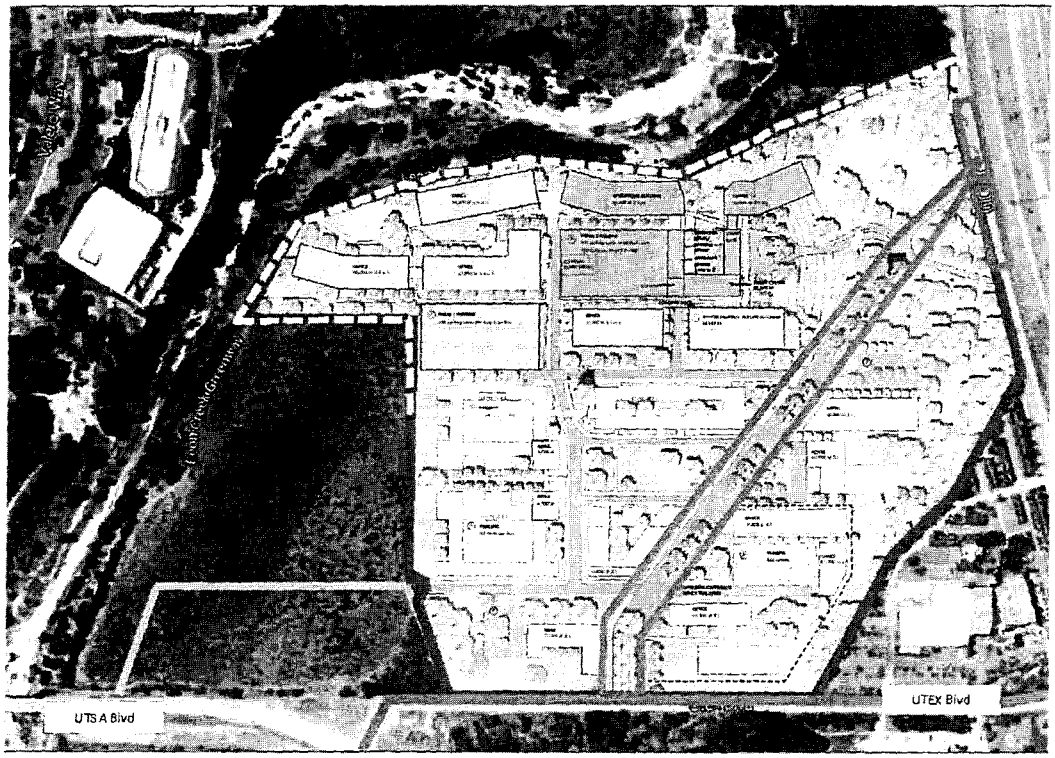


EXHIBIT C

EMPLOYEE BENEFITS

SSFCU's benefits package currently offered to full-time employees, and their eligible dependents, includes:

Competitive wages
Health insurance
Dental insurance
Vision insurance
Disability insurance
Life insurance
Participation in the 401(k) program
Paid time off for vacation and sick leave
Paid holidays
Other voluntary benefits including participation in the Total Wellbeing program

EXHIBIT D
MONITORING FORM

City of San Antonio
Economic Development Department
Monitoring Form

Company Name: **Security Service Federal Credit Union**

Reporting Period:

Name of Person Preparing Report:

Phone/E-mail of Person Preparing Report:

Required Capital Investment: expenditures associated with real property improvements during reporting period (Verification may include AIA forms, receipts, invoices, request for payment from contractor, etc.)	
Cumulative Required Capital Investment made as of end of reporting period	$ -
Jobs: full-time (2,080 straight-time paid hours)Jobs created during reporting period (Verification: payroll registers with total number of employees, dates of hire, hourly wages, etc.)	
New Full-Time Jobs created during the reporting period at SSFCU current offices.	-
Total number of jobs maintained at the Property or Current SSFCU offices *(For supporting documents, see above.)*	-
What is the minimum hourly wage paid at the Property or Current SSFCU offices *(For supporting documents, see above.)*	-
Percentage of employees earning at least $14.66 per hour (reporting required as of 1 year anniversary date from the effective date of the agreement	
Additional Contractual Obligations	
Was any portion of the Project Site subleased during the reporting period. (Provide number of square feet subleased, the sublessee, and the use of the subleased area.)	
Percent of workforce that is local. See Section 5.M. of tax abatement agreement.	
Regarding employee benefits, please attach separate sheet demonstrating compliance with Section5.D. of tax abatement agreement.	
Date that all 947 required Full-time Jobs and New Full-time Jobs are located to the Project Site in compliance with Section 2.K. of the Tax Rebate Agreement.	
Certification	
I certify, under penalty of perjury, that the information provided in this report and the attached documents is correct, and that the company has complied with all terms and conditions of its agreement with the City of San Antonio.	

Signature:

Printed Name:

Title:

Date:

Mail original signed form, with supporting documents, to: Economic Development Coordinator, Economic Development Department, City of San Antonio, P. O. Box 839966, San Antonio, Texas 78283-3966.

For questions regarding this report, please contact Ketly F. Hinojos, ED Coordinator, at 210/207-6315 or Pamela Cruz, Senior Management Analyst, at 210/207-0150 or email opsandmonitoring@sanantonio.gov.

EXHIBIT E
CURRENT SSFCU OFFICES

16211 La Cantera Parkway
San Antonio, TX 78256

7323 Highway 90 W.
San Antonio, TX 78227

17806 West Interstate 10, Suite 100
San Antonio, TX 78257

5723 University Heights Blvd. Suite 100
San Antonio, TX 78249-1887

ATTACHMENT II

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND SECURITY SERVICE FEDERAL CREDIT UNION

THIS CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT (hereinafter referred to as this "**Agreement**") is made and entered into by and among the City of San Antonio (hereinafter referred to as "**GRANTOR**"), a municipal corporation of the State of Texas, acting by and through its City Manager or her designee, and Security Service Federal Credit Union (hereinafter referred to as "**GRANTEE**"), a federally chartered credit union. Together, GRANTOR and GRANTEE may be referred to herein as the "**Parties**," or individually as a "**Party**."

WHEREAS, GRANTEE is engaged in an economic development project (the "**Project**") consisting of the development and construction of a new corporate and regional headquarters located on land generally known as 14880 West IH10, San Antonio, Texas 78249 and more specifically described in **EXHIBIT A** (the "**Project Site**"); and

WHEREAS, the Project is anticipated to result in a capital investment of at least $120,000,000 in new real property and new personal property improvements, the retention of at least seven hundred forty-seven (747) "Full-Time Jobs" and the creation of at least two hundred (200) "New Full-Time Jobs", as well as the construction of certain public improvements shown on EXHIBIT B (the "**Required Public Improvements**"); and

WHEREAS, GRANTEE has requested economic development incentive funds to assist GRANTEE to defer costs associated with undertaking and completing the Required Public Improvements at the Project Site; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, GRANTOR is authorized to grant funds to promote state or local economic development and to stimulate business and commercial activity in the municipality and, pursuant to City Ordinance No. 100684, GRANTOR adopted an economic development program which meets the requirements of Chapter 380 of the Texas Local Government Code; and

WHEREAS, GRANTOR has identified funds to be made available to incentivize GRANTEE to undertake and complete the Project at the Project Site; and

WHEREAS, the City Council of GRANTOR has authorized the City Manager or her designee to enter into this Agreement with GRANTEE in accordance with City Ordinance No. 2014-12-11-_____, passed and approved on December 11, 2014 to grant said funds; and

WHEREAS, GRANTOR and GRANTEE have as of even date herewith also entered into that certain Tax Abatement Agreement approved by City Ordinance No. 2014-12-11-_____ (the "**Tax Abatement Agreement**") whereby GRANTEE is entitled to a 10-year, one hundred percent (100%) tax abatement of ad valorem real and personal property taxes on the Project Site, up to an amount not to exceed TEN MILLION FIVE HUNDRED THIRTY-FOUR THOUSAND ONE

HUNDRED NINETY-FIVE DOLLARS AND NO CENTS ($10,534,195.00) (the "**Maximum Benefit**") provided GRANTEE complies with the terms and conditions set forth therein.

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 an economic development grant to GRANTEE as an incentive for GRANTEE to undertake the Project at the Project Site. GRANTOR anticipates that if the Project is undertaken at the Project Site, the Project will promote local economic development and stimulate business and commercial activity in the City of San Antonio through (a) the completion of the Required Public Improvements, (b) the construction of a regional and corporate headquarters, (c) the retention of at least seven hundred forty-seven (747) Full-Time Jobs (as defined below), and (d) the creation of two hundred (200) New Full-Time Jobs (as defined below). As such, GRANTOR is willing to support the Project through the economic development grants provided in this Agreement to provide funds to be used to defer costs associated with undertaking and completing the Project.

SECTION 2. PROJECT INCENTIVE CONDITIONS

In order to receive the economic development grants provided in Section 3 of this Agreement, GRANTEE must satisfy the following conditions:

A. Project Site. GRANTEE shall own, hold an interest in or otherwise control the Project Site for the Term of this Agreement.

B. Investment. Prior to December 31, 2022 GRANTEE shall have invested at least ONE HUNDRED TWENTY MILLION DOLLARS AND NO CENTS ($120,000,000.00) in real property and new personal property improvements at the Project Site (the "**Required Capital Investment**"). The Required Capital Investment shall be calculated in the same manner and shall include the same costs and expenses as are included in the term "Required Capital Investment" under the Tax Abatement Agreement.

C. The Parties acknowledge that pursuant to the terms and conditions of the Tax Abatement Agreement, GRANTEE is entitled to a 10-year, one hundred percent (100%) tax abatement of ad valorem real and personal property improvement taxes on the Project Site, up to an amount not to exceed the Maximum Benefit, provided GRANTEE makes the Required Capital Investment, completes the Required Public Improvements and meets the jobs retention and creation requirements, and all other requirements set forth therein. This Agreement requires GRANTEE's compliance with the Required Capital Investment, the completion of the Required Public Improvements, and Full-Time Jobs and New Full-Time Jobs retention and creation requirements set forth herein, and all other GRANTEE obligations contained herein. The Parties further

acknowledge that, notwithstanding anything contained in this Agreement, upon GRANTEE receiving the Maximum Benefit under either the Tax Abatement Agreement alone or in combination with this Agreement (e.g., the cumulative benefit to GRANTEE under both the Tax Abatement Agreement and this Agreement), GRANTEE shall have no right or, after the commencement of the Rebate Term hereunder, no further right, to any rebate of ad valorem taxes hereunder or to receive any further abatement of ad valorem taxes under the Tax Abatement Agreement, and GRANTOR shall not be obligated to perform any obligations hereunder and under the Tax Abatement Agreement.

D. Notwithstanding anything contained herein, if and once GRANTEE receives the Maximum Benefit, GRANTEE's obligations hereunder and under the Tax Abatement Agreement including, without limitation, GRANTEE's job creation, job retention, Required Capital Investment, and Required Public Improvements completion obligations, shall continue in full force and effect through the respective Terms of this Agreement and the Tax Abatement Agreement.

E. Public Improvements. As a condition precedent to GRANTOR's obligation to rebate personal and real property improvement ad valorem taxes hereunder, GRANTEE shall have completed construction of the Required Public Improvements prior to the commencement of the Rebate Term under this Agreement.

F. Business Activities. On or before January 1, 2017, GRANTEE shall own, hold an interest in or otherwise control the Project Site and will conduct certain business activities including, but not limited to, those activities typically conducted at the corporate or regional headquarters of a federal credit union or the business activities of a Related Organization (as such term is defined below), so long as such business activities include the business activities of the corporate and regional headquarters of a federal credit union, or an approved credit union service organization activity or service with similar value and assets of GRANTEE (all of such activities hereinafter collectively referred to as the "**Business Activities**"). Except as provided herein, GRANTEE shall use the Project Site only in connection with Business Activities and Incidental Uses (defined in the Tax Abatement Agreement). For the purposes of this Agreement and the Tax Rebate Agreement only, SSFCU or new entity created as a result of a merger, acquisition, or other corporate restructure or reorganization of GRANTEE, or any component thereof (hereinafter "**Related Organization**") may, without additional consent or approval by the City Council occupy and use the Project Site for such Related Organization's normal business activities, so long as such business activities are those of a federally chartered credit union headquarters, or an approved credit union service organization, comparable to the Business Activities and value and assets of GRANTEE and such activities and uses are otherwise in compliance with all terms of this Agreement. To be eligible for the tax abatements as provided in this Agreement, such Related Organizations, other than an SSFCU Subsidiary (as defined in the Tax Abatement Agreement), must agree in writing to assume and fully comply with all applicable terms of this Agreement. Except as authorized above, GRANTEE shall not change the principal use of the Project Site without prior approval by the City Council, as evidenced in a duly-approved ordinance

G. Full-Time Jobs. By December 31, 2021, GRANTEE must have at least nine hundred forty-seven (947) Full-Time Jobs at the Project Site and the Current SSFCU Offices identified on the attached **Exhibit "C"**. A minimum of two hundred (200) of these jobs must be New Full-Time

Jobs at the Project Site. For the purposes of this Agreement, the terms "Full-Time Job", "Full-Time Employee" and "New Full-Time Job" shall have the same meanings ascribed to such terms in the Tax Abatement Agreement.

H. Employee Benefits. GRANTEE shall offer all Full-Time Employees at Project Site and Current SSFCU Offices and their eligible dependents substantially similar employee benefits as those employee benefits offered to similarly-situated employees of GRANTEE as set forth in **EXHIBIT "C"** of the Tax Abatement Agreement.

I. Certification. On or before February 1 and August 1 of each year during the Term of this Agreement, GRANTEE shall provide GRANTOR's Director of Economic Development Department with a certification (the "**Semi-Annual Certification**") from an officer of GRANTEE attesting to the following information as of the preceding December 31st and June 30th respectively: (i) the number of Full-Time Jobs and New Full-Time Jobs maintained as of such date, (ii) the hire dates of each Full-Time Employee and New Full-Time Employee, (iii) the healthcare benefits offered to all Full-Time Employees and New Full-Time Employees and their respective eligible dependents, (iv) the total wages paid in connection with the Full-Time Jobs and the New Full-Time Jobs during the six months preceding such date, (v) the sublease of any portion of the Project Site for Incidental Uses or to a Related Organization (which certification shall include the number of square feet subleased, the uses permitted under the sublease and the trade name and parent company name of the sublessee), and (vi) the aggregate investments made prior to such date that qualify toward the Required Capital Investment hereunder. The information provided shall be on the form set forth in, or substantially similar to the form labeled "Monitoring Form" attached and incorporated herein as **EXHIBIT "D"**, as the same may be revised by GRANTOR from time to time.

J. Tax Abatement Agreement. GRANTEE shall not be in default under the Tax Abatement Agreement.

K. Notwithstanding anything contained herein to the contrary, in the event GRANTEE fails to locate all of the 947 required Full-Time Jobs and New Full-Time Jobs to the Project Site by December 31, 2026, such failure shall be an event of default hereunder. GRANTEE shall have sixty (60) days to cure the default. If GRANTEE fails to cure the default within such sixty (60) day period, GRANTOR may exercise its rights under the termination and recapture provisions of Section 16 of this Agreement.

SECTION 3. ECONOMIC DEVELOPMENT PROGRAM GRANT

In exchange for GRANTEE undertaking and completing the Project at the Project Site, GRANTOR will provide an economic development incentive grant to GRANTEE as follows:

A. **Annual Property Tax Rebate**. Subject to the terms and conditions of this Agreement and conditioned upon GRANTEE not being in default under the Tax Abatement Agreement, for each tax year commencing with the 2027 tax year (beginning on January 1, 2027) and ending with the 2031 tax year (ending on December 31, 2031) (the "**Rebate Term**") until such time as the cumulative benefit to GRANTEE under the Tax Abatement Agreement and this Agreement has

reached the Maximum Benefit, GRANTOR shall pay GRANTEE an "**Annual Property Tax Rebate.**" The Annual Property Tax Rebate shall be paid to GRANTEE by GRANTOR within forty-five (45) days following the submission of a tax statement indicating payment of taxes by GRANTEE, an amount equal to:

1. the actual amount of real property and personal property taxes paid by GRANTEE to GRANTOR with respect to the Project Site (including both land and improvements thereon) for the subject year during the Rebate Term, ***less***:

(a) the actual amount of real property and personal property taxes paid by GRANTEE to GRANTOR with respect to the Base Year Value for the Project Site real property and personal property. The "**Base Year Value**" is the taxable property value (as determined by the Bexar County Appraisal District), as of January 1, 2014 (the "**Base Year**"); and

(b) The actual amount of real property and personal property taxes paid by GRANTEE to GRANTOR with respect to the Project Site (including improvements) attributable to the ad valorem tax levied by GRANTOR exclusively for debt purposes. GRANTEE acknowledges GRANTOR is not permitted by GRANTOR's Charter to rebate portions of the ad valorem taxes collected exclusively for municipal debt purposes, ***as set each year*** based upon the approved property tax rate. As of the Effective Date, THIRTY-SEVEN AND THIRTY-NINE ONE HUNDREDTH PERCENT (37.39%) of GRANTOR's ad valorem tax rate is collected exclusively for municipal debt purposes.

B. The Annual Property Tax Rebate contemplated hereunder shall be payable upon satisfaction of the following: (1) the expiration of the Abatement Term of the Tax Abatement Agreement; (2) the submission by GRANTEE of evidence of expenditures meeting the Required Capital Investment; (3) the submission by GRANTEE of evidence of completion of the Required Public Improvements; and (4) submission of the Semi-Annual Certification evidencing GRANTEE's satisfaction of the job creation and retention requirement.

C. **Maximum Benefit Reconciliation.** In no case shall (i) rebates made to GRANTEE under this Agreement *plus* (ii) the abatements of ad valorem real property improvement and personal property improvement taxes under the Tax Abatement Agreement *exceed* the Maximum Benefit. Should such rebates and/or abatements exceed the Maximum Benefit, no further disbursements shall be due to GRANTEE and any excess funds disbursed shall be due and payable by GRANTEE to GRANTOR within sixty (60) calendar days following written notice from GRANTOR to GRANTEE.

D. The Parties acknowledge and agree this Agreement does not provide for the rebate of taxes on real property improvements and personal property improvements brought on or made to the Project Site on or before the Effective Date.

E. GRANTEE acknowledges GRANTEE shall continue to pay all taxes owed on the Project Site as required by law. Taxes owed or paid shall be determined by the Bexar County Appraisal

District, Bexar Appraisal Review Board or court of competent jurisdiction. Prior to GRANTOR disbursing funds under this Section 3, GRANTEE must provide to GRANTOR evidence indicating that all taxes owed on the Project Site have been paid in full for the tax year for which payment of the Annual Property Tax Rebate is sought, subject to GRANTEE's right to protest taxes as permitted by law; provided, however, any reductions to the appraised value of the ad valorem taxes, real or personal, shall cause a proportional decrease to the taxes rebated under this Agreement or those abated under the Tax Abatement Agreement, and GRANTOR shall be entitled to the payment of such decrease in rebated taxes within thirty (30) calendar days from the date GRANTEE receives a refund of any overpayment of taxes. GRANTEE shall notify GRANTOR of the tax protest within ninety (90) days after the tax protest is initiated.

F. GRANTEE shall not allow its ad valorem taxes due on the land, real and personal property or inventory and supplies to become delinquent or fail to timely and properly follow the legal procedures for their protest and/or contest. A violation of this Section 3, Paragraph F may, at CITY's discretion, subject GRANTEE to the termination and recapture provisions of Section 16 of this Agreement, subject to GRANTEE having thirty (30) calendar days from the date it receives notice from the taxing authority of such violation to cure the violation.

SECTION 4. TERM

As used herein, the "**Term of this Agreement**" shall mean the period of time commencing on the Effective Date and ending on December 31, 2037, unless earlier terminated as set forth herein.

SECTION 5. CONTINUING OBLIGATIONS AND CROSS DEFAULT.

A. Notwithstanding receipt of the Maximum Benefit prior to the expiration of the Term of this Agreement, GRANTEE's obligations hereunder (including, without limitation, GRANTEE's job creation, job retention, Required Capital Investment, and Required Public Improvements completion obligations) shall continue in full force and effect through the Term of this Agreement.

B. GRANTEE acknowledges that the payment of funds hereunder shall be subject to, and made solely from, annual appropriations of GRANTOR in the budget year in which they are to be paid as may be legally set aside for the implementation of ARTICLE III, Section 52A of the Texas Constitution, Chapter 380 of the Texas Local Government Code, or any other economic development or financing program authorized by statute or home-rule powers of GRANTOR under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that GRANTOR does not appropriate funds necessary to pay the rebates herein provided in any budget year (as reflected in GRANTOR's adopted budget for such year), GRANTOR shall not be liable to GRANTEE for such payments or expenditures unless and until such appropriation of funds is made, provided however that, in such event, GRANTEE may, in its sole discretion, terminate this Agreement, in which event GRANTEE and GRANTOR shall have no further obligations under this Agreement including, but not limited to, any obligations for the year in respect to which said unappropriated funds relate. In the event GRANTOR does not appropriate funds necessary to pay GRANTEE in a particular budget year, GRANTOR shall use reasonable efforts to appropriate funds the following budget year(s) to pay funds due to GRANTEE. Failure

of GRANTOR to appropriate funds in a particular budget year in which they are due and owing to GRANTEE shall not relieve GRANTOR of the obligation to pay GRANTEE such funds in the subsequent year(s) when funds are appropriated.

C. If, during the Term of this Agreement, GRANTEE defaults under the Tax Abatement Agreement, then GRANTEE shall be deemed to be in default hereunder and the termination and recapture provisions of Section 16 of this Agreement shall apply against GRANTEE.

D. Except as set forth in this Agreement, GRANTOR shall not be liable to GRANTEE or any other entity or third party for any costs incurred by GRANTEE in connection with this Agreement.

SECTION 6. RESERVED

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. GRANTEE shall maintain written and/or digital records and supporting documentation (the "**Records**") relating to and sufficient to reasonably determine: (1) the amount of Required Capital Investment in real and personal property at the Project Site; (2) the hire and termination dates of each Full-Time Employee and New Full-Time Employee at the Project Site and the Current SSFCU Offices; (3) employee records sufficient to determine if they live within Bexar County when hired; (4) the creation, maintenance and retention of Full-Time Jobs and New Full-Time Jobs at the Project Site and the Current SSFCU Offices; (5) the fulfillment of all obligations of GRANTEE under this Agreement; and (6) the wages and healthcare benefits offered to all Full-Time Employees at the Project Site and Current SSFCU Offices. GRANTEE shall retain records pertaining to the amount of the Required Capital Investment in real and personal property at the Property and any supporting documentation from and after the Effective Date through the date which falls 4 years after the expiration of the Term of this Agreement. GRANTEE shall provide copies of the applicable Records to CITY (other than those: (i) pertaining to the Required Capital Investment in real and personal property at the Property and any supporting documentation; and (ii) which GRANTEE is prohibited by law from disclosing) when it delivers the Semi-Annual Certification to City. Within ninety (90) days following receipt of the Records applicable to the first Semi-Annual Certification delivered hereunder to GRANTOR, GRANTOR shall notify GRANTEE of any additional information required to reasonably satisfy GRANTEE's obligation to provide Records in connection with such Semi-Annual Certification and for all subsequent Semi-Annual Certifications hereunder. GRANTEE acknowledges and agrees that retention of the Records by GRANTEE and GRANTOR's right to inspect the Records as set forth below, are required in order to permit GRANTOR's representatives to determine with certainty GRANTEE's compliance with all of GRANTEE'S obligations under this Agreement, including, without limitation, job creation and retention requirements, wage requirements, healthcare benefits requirements and residency requirements.

B. Upon at least five (5) business days' prior notice to GRANTEE, GRANTEE shall allow designated representatives of GRANTOR access to the Records at the Project Site or such other location in Bexar County where the Records are kept during normal business hours for inspection to determine if the obligations of GRANTEE hereunder and the terms and conditions of this Agreement are being met by GRANTEE. If the Records are kept in any location outside of Bexar

County, GRANTEE shall provide access to GRANTOR to inspect the Records within Bexar County. Any information that is not required by law to be made public shall be kept confidential by GRANTOR. GRANTEE shall not be required to disclose to GRANTOR any information that by law GRANTEE is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data inspected, GRANTOR reserves the right to require GRANTEE to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of GRANTEE. The rights to access the Records shall continue through the Term of this Agreement. Failure to provide reasonable access to the Records to authorized GRANTOR representatives shall give GRANTOR the right to suspend or terminate this Agreement as provided for herein, or any portion thereof, for reason of default, and to exercise GRANTOR's right to recapture all abated taxes. GRANTEE may require GRANTOR's representatives to be accompanied by GRANTEE representatives and such inspections shall be conducted in such a manner as to (a) not unreasonably interfere with the operation of Business Activities at the Project Site, and (b) comply with GRANTEE's reasonable security requirements.

SECTION 8. MONITORING

On or before February 1 and August 1 of each year during the Term of this Agreement (including the Recapture Period), GRANTEE shall provide CITY's Director of Economic Development Department with a certification (the "**Semi-Annual Certification**") from an officer of GRANTEE attesting to the following information as of the preceding December 31st and June 30th respectively: (i) the number of Full-Time Jobs and New Full-Time Jobs maintained as of such date, (ii) the hire dates of each Full-Time Employee and New Full-Time Employee, (iii) the healthcare benefits offered to all Full-Time Employees and New Full-Time Employees and their respective eligible dependents, (iv) the total wages paid in connection with the Full-Time Jobs and the New Full-Time Jobs during the six months preceding such date, (v) the sublease of any portion of the Project Site for Incidental Uses or to a SSFCU Subsidiary (which certification shall include the number of square feet subleased, the uses permitted under the sublease and the trade name and parent company name of the sublessee), and (vi) the aggregate investments made prior to such date that qualify toward the Required Capital Investment hereunder. The information provided shall be on the Monitoring Form, as the same may be revised by GRANTOR from time to time.

SECTION 9. CONFLICT OF INTEREST

A. GRANTEE acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency such as CITY-owned utilities. An officer or employee of the CITY has a "prohibited financial interest" in a contract with CITY or in the sale to CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

B. Pursuant to Section 9(A) above, GRANTEE warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. GRANTEE further warrants and certifies that it has tendered to the CITY a Contracts Disclosure Form in compliance with the CITY's Ethics Code.

SECTION 10. SECTARIAN ACTIVITY

A. Sectarian Activity. None of the performances rendered by GRANTEE under this Agreement shall involve, and no portion of the funds received by GRANTEE 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.

SECTION 11. LEGAL AUTHORITY

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

B. Signatories. Each Party represents and warrants to the other that the person or persons signing and executing this Agreement on behalf of such Party has 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.

SECTION 12. GOVERNING LAW AND VENUE

A. Notice to GRANTOR. GRANTEE shall give GRANTOR immediate notice in writing of: (i) any OSHA investigation of GRANTEE concerning the Business Activities at the Project Site; (ii) bankruptcy of GRANTEE; and (iii) any notice given by GRANTEE to its employees at the Project Site required under any applicable laws pertaining to contemplated job reductions at the Project Site. GRANTEE shall submit a copy of each such notice required hereunder to GRANTOR within fifteen (15) calendar days after receipt or issuance, as applicable.

B. Texas Torts Claims Act. GRANTEE acknowledges that GRANTOR 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. Venue. This Agreement is performable in Bexar County, Texas and shall be interpreted according to the Constitution and the laws of the State of Texas. Venue and jurisdiction of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

SECTION 13. ATTORNEY'S FEES

In the event GRANTEE or GRANTOR should default under any of the provisions of this Agreement and the other 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 the defaulting Party herein contained, the defaulting Party agrees to pay to the other Party its reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting Party so ordered by a court having jurisdiction over the Parties.

SECTION 14. CHANGES AND AMENDMENTS

A. Amendments in Writing. Except as provided below, any alterations, additions or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by the Parties to this Agreement.

B. Economic Development Program. 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.

SECTION 15. DEFAULT. SUSPENSION

A. Notice and Cure Period. If GRANTEE fails to comply with any of the terms of this Agreement, then such non-compliance shall be deemed an "event of default." Upon the occurrence of an event of default, GRANTOR shall provide GRANTEE with written notification as to the nature of the default, whereupon GRANTEE shall have sixty (60) calendar days following the date of GRANTEE's receipt of GRANTOR's written notification (the "**Cure Period**") to cure such event of default. Subject to Section 16(B)(3) below, as applicable, if GRANTEE fails to cure an event of default within its applicable Cure Period, or such longer period of time as may be reasonably necessary for GRANTEE to cure the default in question if the same cannot reasonably be cured within such sixty (60) calendar day period, GRANTOR may, upon written notice of suspension to GRANTEE, suspend this Agreement in whole or in part and withhold further payments to GRANTEE until the default is cured. Such notice of suspension shall include: (1) the reason for such suspension; (2) the effective date of such suspension; and (3) in the case of partial suspension, the portion of this Agreement to be suspended.

B. Lifting of Suspension. A suspension under this Section shall be lifted upon a showing by GRANTEE that the event of default has been cured or by a written waiver of GRANTOR of the term(s) in question.

C. No Liability. GRANTOR shall not be liable to GRANTEE or to GRANTEE's creditors for costs incurred during any term of suspension of this Agreement.

SECTION 16. TERMINATION AND RECAPTURE, OTHER REMEDIES

A. Relocation Defined. For purposes of this section, "**Relocation**," "**Relocated**" or "**Relocate**" shall mean GRANTEE or a Related Organization, or any other permitted transferee of GRANTEE's rights under this Agreement which has taken the place of GRANTEE, transferring

all Business Activities from the Project Site to a location outside of GRANTOR's GRANTOR limits for reasons other than the inability to conduct the Business Activities at the Project Site due to casualty, condemnation or other reasons beyond the reasonable control of GRANTEE or its subsidiaries or any such Related Organization or other permitted transferee of GRANTEE's rights under this Agreement (any of the foregoing being a "**Force Majeure Event**" as further defined in Section 17 below).

B. DEFAULT/TERMINATION/RECAPTURE.

1. Relocation. If during the Term of this Agreement, GRANTEE occupies and uses the Project Site for its Business Activities and subsequently Relocates (as defined in Section 16(A) during the Term of this Agreement, then GRANTOR shall have the right to terminate this Agreement. Said termination shall be effective for the tax year during which the Relocation is completed. Unless GRANTEE presents credible evidence to clearly indicate a date of Relocation, GRANTOR's determination shall be final and conclusive. Upon termination, GRANTOR shall have the right to recapture from GRANTEE all funds previously disbursed to GRANTEE, and/or for the benefit of GRANTEE, under this Agreement and not previously recaptured by GRANTOR in accordance with the recapture schedule set forth in Section 16(C) below, and GRANTOR shall be entitled to the payment of the amounts to which it is entitled within sixty (60) calendar days from the date it notifies GRANTEE in writing of termination and its election to recapture such amounts.

2. Cessation of Business Activities. If, after the conditions set forth in Section 2(B) of this Agreement are met, GRANTEE occupies and uses the Project Site for its Business Activities and subsequently ceases conducting Business Activities at the Project Site for a continuous period of three (3) months during the Term of this Agreement for any reason, except if such cessation is caused by a Force Majeure Event, then GRANTOR shall have the right to terminate this Agreement. Said termination shall be effective for the tax year during which the cessation occurred. Unless GRANTEE presents credible evidence to clearly indicate a date of cessation, GRANTOR's determination of a date of cessation shall be final and conclusive. Upon termination, GRANTOR shall have the right to recapture from GRANTEE all funds previously disbursed to GRANTEE, and/or for the benefit of GRANTEE, under this Agreement and not previously recaptured by GRANTOR in accordance with the recapture schedule set forth in Section 16(C) below and GRANTOR shall be entitled to the payment of the amounts to which it is entitled within sixty (60) calendar days from the date it notifies GRANTEE in writing of termination and its election to recapture such amounts.

3. If GRANTEE, a Related Organization, SSFCU Subsidiary, or GRANTOR-approved assignee fails to hire and retain the minimum number of permanent Full-Time Employees and/or New Full-Time Employees as and when required in Section 2 above, fails to satisfy the requirements for Full-Time Jobs and New Full-Time Jobs set forth in Section 2 above in a given year, then the Annual Tax Rebate shall be reduced that tax year by the same percentage as the percentage deficiency in the total number of Full-Time Jobs and New Full Time Jobs identified in such given year. For example, if

GRANTEE employs only ninety percent (90%) of the Full-Time Employees and/or New Full-Time Employees required in a given year under Section 2 above, then GRANTEE shall be entitled to ninety percent (90%) of the Annual Tax Rebate for the Project Site for that tax year. Such Annual Tax Rebate reduction percentage shall be independent from and in addition to any such Annual Tax Rebate reduction percentage applicable in any instance under Section 16, Paragraph B(4) below. Should GRANTEE fail to employ at least fifty percent (50%) of the minimum number of Full-Time Employees and/or New Full Time Employees required in a given year under Section 2, then, at the option of GRANTOR, this failure may be grounds for termination of this Agreement by GRANTOR. Said termination shall be effective for the calendar year during which the number of Full-Time Employees and/or New Full Time Employees falls below fifty percent (50%) of the minimum number of Full-Time Employees and/or New Full-Time Employees in a given year under Section 2. Upon termination, any and all taxes rebated for that tax year and all previously-rebated taxes under this Agreement shall be recaptured by GRANTOR and GRANTOR shall be entitled to the payment of such recaptured taxes within sixty (60) calendar days from the date it notifies GRANTEE in writing of the termination. For purposes hereof, compliance with the requirements for the Full-Time Jobs and/or New Full-Time Jobs for each calendar year shall be determined by averaging of the two Semi-Annual Certifications for such calendar year.

4. If GRANTEE fails to make the Required Capital Investment required in Section 2 above in a given year, then the Annual Tax Rebate shall be reduced in that tax year by the same percentage as the percentage deficiency in the Required Capital Investment identified in such given year. For example, if GRANTEE completes ninety-five percent (95%) of the Required Capital Investment required in a given year, GRANTEE shall be entitled to ninety-five percent (95%) of the Annual Tax Rebate for the Project Site for that following year. Such Annual Tax Rebate reduction percentage shall be independent from and in addition to any such Annual Tax Rebate reduction percentage applicable in any instance under Section 16, Paragraph B(3) above. Should GRANTEE fail to make at least ninety percent (90%) of the Required Capital Investment required in a given year under Section 2, then, at the option of GRANTOR, this failure may be grounds for termination of this Agreement by GRANTOR. Said termination shall be effective for the calendar year during which the Required Capital Investment falls below ninety percent (90%) of the minimum Required Capital Investment in a given year under Section 2. Upon termination, any and all taxes otherwise rebated for that tax year and all previously-rebated taxes under this Agreement shall be recaptured by GRANTOR and GRANTOR shall be entitled to the payment of such recaptured taxes within sixty (60) calendar days from the date it notifies GRANTEE in writing of the termination. For purposes hereof, compliance with the requirements for the minimum Required Capital Investment for each calendar year shall be determined by Semi-Annual Certification, subject to GRANTOR's right to inspect the Records of GRANTEE as set forth herein.

5. Bankruptcy. If GRANTEE, any Related Organization, and/or other GRANTOR-approved assignee permitted under this Agreement files any petition for

bankruptcy, then this Agreement shall automatically be deemed to have terminated one (1) day prior to the filing of the petition for bankruptcy and, upon such termination, all funds previously disbursed to GRANTEE, and/or for the benefit of GRANTEE, under this Agreement which have not been previously recaptured by GRANTOR may be recaptured by GRANTOR according to the schedule set forth in Section 16(C) below.

C. In any circumstance that GRANTOR is entitled to and elects to recapture funds disbursed hereunder, the portion subject to recapture shall be as follows:

TERM YEAR IN WHICH RECAPTURE OCCURS	**TOTAL PERCENTAGE OF FUNDS TO BE RECAPTURED**:
1-5	100%
6	80%
7	60%
8	40%
9	20%
10	10%

That period of time beyond the Rebate Term set forth above as years 6 through 10 is referred to herein as the "**Recapture Period**". GRANTOR shall be entitled to the payment of such disbursed funds within sixty (60) calendar days from the date it notifies GRANTEE in writing.

D. Limitation on Recapture. Notwithstanding the foregoing, any such recapture shall be subject to any and all lawful offsets, settlements, deductions or credits to which GRANTEE may be entitled at law or under this Agreement. The termination and/or recapture of grant funds provided in this Section 16 are not applicable to situations involving minor changes to the description of the Project Site, or GRANTOR-approved changes in ownership or in management thereof, so long as GRANTEE, its parent, subsidiary, affiliate or any successor or assignee allowed under the terms of this Agreement, continues conducting Business Activities or other authorized activities thereon as provided hereinabove and assumes in writing joint and severable liability for all of GRANTEE's obligations hereunder and under the Tax Abatement Agreement and, in such event, GRANTEE shall remain liable for GRANTEE's obligations hereunder and under the Tax Abatement Agreement.

E. GRANTOR Default. If the GRANTOR fails to make payment of any of the Annual Property Tax Rebates when due and fails to cure such failure within thirty (30) days following receipt of written notice thereof from GRANTEE, then the GRANTOR shall be deemed in default under this Agreement and (i) GRANTEE shall be excused from performance of any of the conditions or requirements hereunder (including the job and investment requirements) until such time as such default has been cured, provided, however, GRANTOR shall only be liable to GRANTEE for the Annual Property Tax Rebates, which shall be GRANTEE's sole and exclusive remedy, and shall not be liable for any other damages including alleged consequential damages.

SECTION 17. AUTHORIZED RELIEF FROM PERFORMANCE (Force Majeure)

In addition to relief expressly granted in this Agreement, GRANTEE may be granted relief from performance of this Agreement to the extent GRANTEE is prevented and/or impaired from compliance and performance by any Force Majeure Event. In addition to the events mentioned in Section 16 above, a "**Force Majeure Event**" shall also include an act of war, order of legal authority, act of God, terrorism, social unrest, strike, natural disaster or other unavoidable cause not attributed to the fault or negligence of GRANTEE. It also includes an explosion or other casualty or accident, which is not the result of negligence, intentional act or misconduct on the part of GRANTEE. The burden of proof for such relief shall rest upon GRANTEE. To obtain relief based upon this Section 17, GRANTEE must file a written notice with GRANTOR's Economic Development Department for approval, specifying the Force Majeure Event and the performance under this Agreement that such event is impairing.

SECTION 18. SPECIAL CONDITIONS AND TERMS

GRANTEE, in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any worker during the Term of this Agreement who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("**Undocumented Workers**"). If GRANTEE is convicted of a violation under 8 U.S.C. Section 1324a (f), then GRANTEE shall repay GRANTOR the amounts granted by this Agreement for the tax year(s) covered under this Agreement during which such violation occurred. Such payment shall be made within one-hundred twenty (120) business days after the date GRANTEE is notified by GRANTOR of such violation. GRANTOR, in its sole discretion, may extend the period for repayment herein. Additionally, GRANTEE shall pay interest on the amounts due to GRANTOR under this Section 18 at the rate of five percent (5%) per annum from the date of such violation notice until paid. GRANTEE shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate or franchisee or by a person with whom GRANTEE contracts.

SECTION 19. REASONABLENESS

The Parties agree to act reasonably and in good faith when acting under the terms of this Agreement.

SECTION 20. NO WAIVER

Failure by either Party to exercise any right or remedy hereunder available to it shall not constitute a waiver of the right to exercise that or any other right or remedy at any time in the future, absent a written agreement to the contrary.

SECTION 21. NON-ASSIGNMENT AND DEBARMENT

A. This Agreement is not assignable by any Party without thirty (30) calendar days' prior written consent of the non-assigning Party. GRANTOR will not unreasonably withhold, condition or delay its consent to any such assignment by GRANTEE. Notwithstanding the foregoing,

GRANTEE may assign this Agreement to a Related Organization or SSFCU Subsidiary, without the written consent of GRANTOR. If GRANTEE so assigns this Agreement to a Related Organization or SSFCU Subsidiary, it shall provide notice of such assignment to GRANTOR on or before the thirtieth (30th) calendar day following the date of assignment. Any assignment of this Agreement in violation of this Section shall enable GRANTOR to terminate this Agreement and exercise its rights under this Agreement, subject to Section 15 of this Agreement. Any assignment of this Agreement by GRANTEE, with the exception of an assignment to a Related Organization or SSFCU Subsidiary, shall relieve GRANTEE of all obligations and liabilities under this Agreement.

B. By signing this Agreement, GRANTEE agrees that it will not knowingly award or pay funds provided under this Agreement to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in assistance programs by GRANTOR.

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 have been reduced to writing and are contained in this Agreement.

SECTION 23. NOTICE

Any notice required or permitted to be given hereunder by one Party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (a) delivered in person to the address set forth herein below for the Party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such Party at the address hereinafter specified; or (c) deposited, with fees prepaid, into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such Party at the address hereinafter specified. Any notice mailed in the above manner shall be effective two (2) business days following its deposit into the custody of the United States Postal Service or one (1) business day following its deposit into the custody of such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. From time to time, either Party may designate another address for all purposes under this Agreement by giving the other Party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

TO GRANTOR:
(Whether personally delivered or mailed):

City of San Antonio
Attn: Economic Development
P.O. Box 839966
San Antonio, Texas 78283-3966

TO GRANTEE:

Security Service Federal Credit Union
16211 La Cantera Parkway
San Antonio, TX 78256
Attn: Legal Services

- If by personal or overnight delivery:

Economic Development
Attn: Director
19th Floor
100 W. Houston Street
San Antonio, Texas 78205

Copies to:
Golden Steves Cohen & Gordon LLP
300 Convent, Suite 2600
San Antonio, Texas 78205
Attn: Stephen L. Golden

SECTION 24. INCORPORATION OF EXHIBITS

Each of the Exhibits and Attachments listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be interpreted in the order of priority as appears below:

Exhibit A - Project Site Description
Exhibit B – Public Improvements
Exhibit C—Current SSFCU Offices
Exhibit D-Monitoring Form

[Signatures appear on next page.]

WITNESS OUR HANDS, effective as of December 11, 2014 (the "**Effective Date**"):

Accepted and executed in triplicate originals on behalf of the City of San Antonio pursuant to Ordinance Number 2014-12-11-_____ and GRANTEE pursuant to its authority.

CITY OF SAN ANTONIO,
a Texas municipal corporation

_____
Sheryl L. Sculley
CITY MANAGER

ATTEST:

_____
Leticia Vacek
CITY CLERK

APPROVED AS TO FORM:

_____
Leslie O. Haby
ASSISTANT CITY ATTORNEY

SECURITY SERVICE FEDERAL CREDIT UNION (GRANTEE),
a federally-chartered credit union

_____
Name: Robert Williamson
Title: SVP

ATTEST:

_____
Print Name:
BRENDA PATTE

LOH
SSFCU 380K
FINAL 12 08 14

EXHIBIT A
Project Site Description

PAPE-DAWSON ENGINEERS

LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR

A 27.732 acre, or 1,208,003 square feet more or less, tract of land, out of that 66.062 acre tract described in deed to Security Service Federal Credit Union recorded in Volume 16505, Page 558 of the Official Public Records of Real Property of Bexar County, Texas, out of the Anselmo Pru Survey 20, Abstract 574, New City Block 14746 of the City of San Antonio, Bexar County, Texas. Said 27.732 acre tract being more fully described as follows:

BEGINNING: At a point on the west right-of-way line of Interstate Highway 10 (IH10), a variable width right-of-way, the southeast corner of a 93.379 acre tract of land conveyed to Diamond Shamrock Leasing, Inc. described in a deed recorded in Volume 7066, Page 990 of said Official Public Records of Real Property, the northeast corner of said 66.062 acre tract of land and the herein described tract;

THENCE: Southeasterly, along and with the west right-of-way line of said IH10, a non-tangent curve to the left, said curve having a radius of 5947.65 feet, a central angle of 00°37'45", a chord bearing and distance of S 09°11'32" E, 65.30 feet, for an arc length of 65.30 feet to a point;

THENCE: Departing the west right-of-way line of said IH 10, over and across said 6.062 acre tract the following bearings and distances:

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 230.00 feet, a central angle of 56°18'51", a chord bearing and distance of S 29°28'37" W, 217.07 feet, for an arc length of 226.06 feet to a point;

S 55°26'02" W, a distance of 77.93 feet to a point;

Southwesterly, along a tangent curve to the left, said curve having a radius of 194.00 feet, a central angle of 33°26'02", a chord bearing and distance of S 38°43'01" W, 111.61 feet, for an arc length of 113.20 feet to a point;

S 22°00'00" W, a distance of 486.24 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 648.50 feet, a central angle of 15°14'40", a chord bearing and distance of S 29°37'20" W, 172.03 feet, for an arc length of 172.54 feet to a point;

SAN ANTONIO / AUSTIN
HOUSTON / FORT WORTH / DALLAS
2000 NW Loop 410 San Antonio, Texas 78213
P 210.375.9000 F 210.375.9010 www.pape-dawson.com

S 38°48'34" W, a distance of 111.02 feet to a point;

N 51°07'45" W, a distance of 25.42 feet to a point;

N 90°00'00" W, a distance of 1053.34 feet to a point on the west line of said 66.062 acre tract, the east line of Lot 10, Block 2, NRP-UTSA Subdivision recorded in Volume 9655, Page 70 of the Deed and Plat Records of Bexar County, Texas;

THENCE: N 00°06'52" W, along and with the west line of said 66.062 acre tract, the east line of said Lot 10, a distance of 279.96 feet to a point for the northeast corner of said Lot 10;

THENCE: S 89°45'52" W, along and with the north line of said Lot 10, a south line of said 66.062 acre tract, a distance of 528.91 feet to a point on the southeast line of a 1.521 acre tract recorded in Volume 14249, Page 1283 of said Official Public Records, the northwest line of said 66.062 acre tract;

THENCE: N 32°15'49" E, along and with the southeast line of said 1.521 acre tract, the northwest line of said 66.062 acre tract, a distance of 347.07 feet to a point on the south line of said 93.379 acre tract, the north line of said 66.062 acre tract;

THENCE: Along and with the south line of said 93.379 acre tract, the north line of said 66.062 acre tract the following bearing and distances:

N 70°15'29" E, a distance of 331.39 feet to a point;

N 84°05'29" E, a distance of 29.53 feet to a point

N 71°15'09" E, a distance of 98.33 feet to a point for the west corner of a 0.668 acre tract recorded in Volume 14249, Page 1283 of said Official Public Records;

THENCE: Along and with the south line of said 0.668 acre tract, the north line of said 66.062 acre tract the following bearings and distances:

N 86°42'46" E, a distance of 112.44 feet to a point;

N 71°19'20" E, a distance of 54.98 feet to a point;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 300.00 feet, a central angle of 23°04'26", a chord bearing and distance of N 82°41'55" E, 120.00 feet, for an arc length of 120.81 feet to a point;

S 85°44'11" E, a distance of 458.54 feet to a point;

N 69°38'23" E, a distance of 250.19 feet to a point;

N 35°51'45" E, a distance of 54.24 feet to a point for the east corner of said 0.668 acre tract, in the south line of said 93.379 acre tract and the north line of said 66.062 acre tract;

THENCE: N 69°38'04" E, along and with the south line of said 93.379 acre tract, the north line of said 66.062 acre tract, a distance of 579.29 feet to the POINT OF BEGINNING, and containing 27.73193 acres in the City of San Antonio, Bexar County, Texas.

"This document was prepared under 22TAC663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 3, 2014
JOB NO. 8347-01
DOC. ID. N:\CIVIL\8347-01\WORD\8347-01 FN-27.732 AC.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

STATE OF TEXAS
REGISTERED
PAUL T. ROSS
5158
PROFESSIONAL
LAND SURVEYOR

03 NOV. 14

PAPE-DAWSON ENGINEERS

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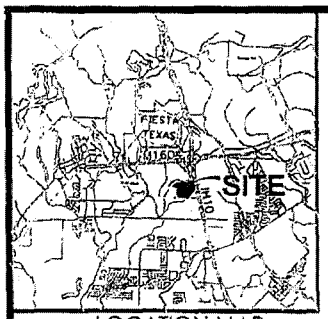


LOCATION MAP

NOT-TO-SCALE

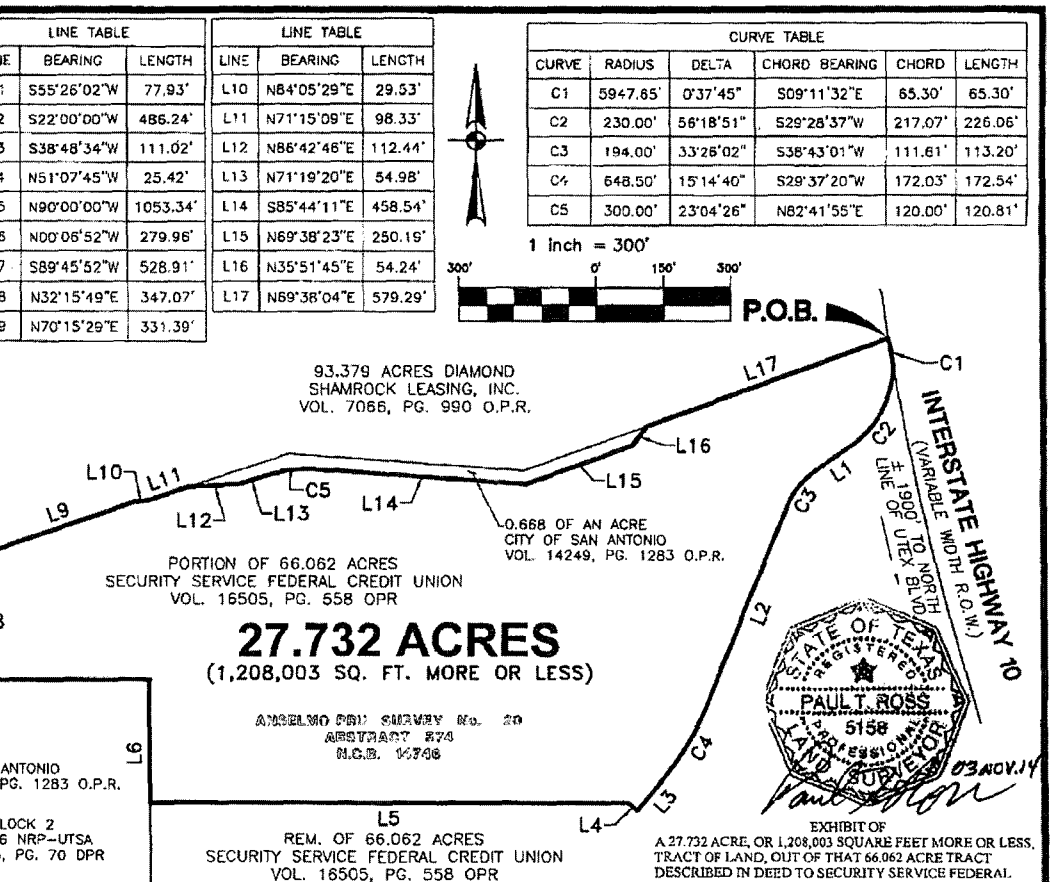
LINE TABLE		
LINE	BEARING	LENGTH
L1	S55°26'02"W	77.93'
L2	S22°00'00"W	486.24'
L3	S38°48'34"W	111.02'
L4	N51°07'45"W	25.42'
L5	N90°00'00"W	1053.34'
L6	N00°06'52"W	279.96'
L7	S89°45'52"W	528.91'
L8	N32°15'49"E	347.07'
L9	N70°15'29"E	331.39'

LINE TABLE		
LINE	BEARING	LENGTH
L10	N84°05'29"E	29.53'
L11	N71°15'09"E	98.33'
L12	N86°42'46"E	112.44'
L13	N71°19'20"E	54.98'
L14	S85°44'11"E	458.54'
L15	N69°38'23"E	250.19'
L16	N35°51'45"E	54.24'
L17	N69°38'04"E	579.29'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5947.65'	0°37'45"	S09°11'32"E	65.30'	65.30'
C2	230.00'	56°18'51"	S29°28'37"W	217.07'	226.06'
C3	194.00'	33°26'02"	S38°43'01"W	111.61'	113.20'
C4	648.50'	15°14'40"	S29°37'20"W	172.03'	172.54'
C5	300.00'	23°04'26"	N82°41'55"E	120.00'	120.81'

1 inch = 300'

300' 0' 150' 300'



LEGEND:

- DR — DEED RECORDS OF BEXAR COUNTY, TEXAS
- OPR — OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPR — DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- FIR — FOUND 1/2" IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION
2. "THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

EXHIBIT OF

A 27.732 ACRE, OR 1,208,003 SQUARE FEET MORE OR LESS, TRACT OF LAND, OUT OF THAT 66.062 ACRE TRACT DESCRIBED IN DEED TO SECURITY SERVICE FEDERAL CREDIT UNION RECORDED IN VOLUME 16505, PAGE 558 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, OUT OF THE ANSELMO PRU SURVEY 20, ABSTRACT 574, NEW CITY BLOCK 14746 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

SHEET 1 OF 1

JOB No.: 8347-01

NOVEMBER 3, 2014

PAPE-DAWSON ENGINEERS

555 EAST RAMSEY | SAN ANTONIO TEXAS 78216 | PHONE: 210.375.9000 FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100288-00

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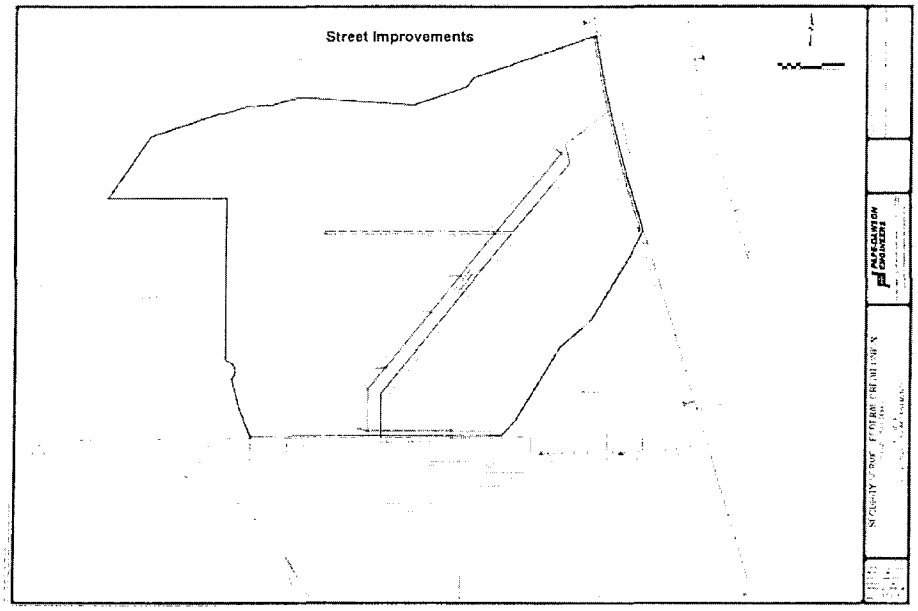
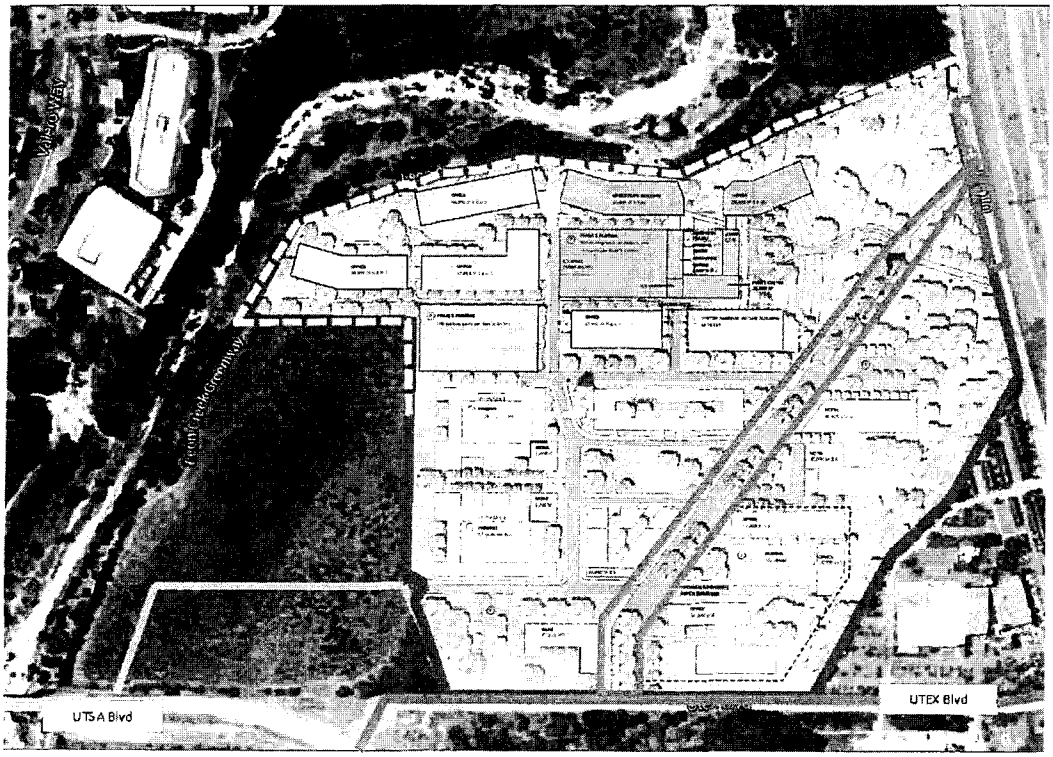
Date: Nov 03, 2014, 2:54pm User ID: pross
File: N:\CIVIL\8347-01\8347-01 ZN-27.732 AC.dwg

LOH
SSFCU 380K
FINAL 12 08 14

EXHIBIT B

Public Improvements





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SSFCU 380K
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EXHIBIT C
Current SSFCU Offices

16211 La Cantera Parkway
San Antonio, TX 78256

7323 Highway 90 W.
San Antonio, TX 78227

17806 West Interstate 10, Suite 100
San Antonio, TX 78257

5723 University Heights Blvd. Suite 100
San Antonio, TX 78249-1887

EXHIBIT D
Monitoring Form

City of San Antonio
Economic Development Department
Monitoring Form

Company Name: **Security Service Federal Credit Union**

Reporting Period:

Name of Person Preparing Report:

Phone/E-mail of Person Preparing Report:

Required Capital Investment: expenditures associated with real property improvements during reporting period (Verification may include AIA forms, receipts, invoices, request for payment from contractor, etc.)	
Cumulative Required Capital Investment made as of end of reporting period	$ -
Jobs: full-time (2,080 straight-time paid hours) jobs created during reporting period (Verification: payroll registers with total number of employees, dates of hire, hourly wages, etc.)	
New Full-Time Jobs created during the reporting period at SSFCU current offices.	-
Total number of jobs maintained at the Property or Current SSFCU offices *(For supporting documents, see above.)*	-
What is the minimum hourly wage paid at the Property or Current SSFCU offices *(For supporting documents, see above.)*	-
Percentage of employees earning at least $14.66 per hour (reporting required as of 1 year anniversary date from the effective date of the agreement	
Additional Contractual Obligations	
Was any portion of the Project Site subleased during the reporting period. (Provide number of square feet subleased, the sublessee, and the use of the subleased area.)	
Percent of workforce that is local. See Section 5.M. of tax abatement agreement.	
Regarding employee benefits, please attach separate sheet demonstrating compliance with Section5.D. of tax abatement agreement.	
Date that all 947 required Full-time Jobs and New Full-time Jobs are located to the Project Site in compliance with Section 2.K. of the Tax Rebate Agreement.	
Certification	
I certify, under penalty of perjury, that the information provided in this report and the attached documents is correct, and that the company has complied with all terms and conditions of its agreement with the City of San Antonio.	

Signature:

Printed Name:

Title:

Date:

Mail original signed form, with supporting documents, to: Economic Development Coordinator, Economic Development Department, City of San Antonio, P. O. Box 839966, San Antonio, Texas 78283-3966.

For questions regarding this report, please contact Kelly F. Hinojos, ED Coordinator, at 210/207-6315 or Pamela Cruz, Senior Management Analyst, at 210/207-0150 or email opsandmonitoring@sanantonio.gov.

LOH
12/11/14
Item No. 40A

AN ORDINANCE 2014-12-11-1039

DESIGNATING THE SECURITY SERVICE FEDERAL CREDIT UNION REINVESTMENT ZONE CONSISTING OF 27.732 ACRES LOCATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS BOUNDED BY LEON CREEK ON THE NORTH AND WEST, INTERSTATE 10 R.O.W. ON THE EAST AND UTEX BLVD ON THE SOUTH AND AS MORE PARTICULARLY DESCRIBED IN THE METES AND BOUNDS MAP ON FILE WITH THE OFFICE OF THE CITY CLERK.

* * * * *

WHEREAS, Security Service Federal Credit Union (hereinafter "SSFCU") plans to consolidate its current headquarters with its other San Antonio locations into a new headquarters facility located at 14880 W IH 10 in San Antonio, which will result in the creation of at least 200 new full-time jobs over 5 years, the retention of 900 existing full-time jobs, and a minimum capital investment of at least $120 million over 8 years (the "Project"); and

WHEREAS, SSFCU has requested that the property location be designated as a Reinvestment Zone by the City pursuant to the Property Redevelopment and Tax Abatement Act of 1987 (the "Act"), as amended; and

WHEREAS, the land, bounded by Leon Creek to the North and West, Interstate 10 right-of-way to the East, and Utex Blvd. to the South, is eligible to be a Reinvestment Zone, in part because it is in an area that is reasonably likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the area that would be a benefit to the property and that would contribute to the economic development of the City; and

WHEREAS, in accordance with the requirements set out in the Act, notice of the requisite public hearing regarding the proposed designation of the Security Service Federal Credit Union Reinvestment Zone was previously published; and

WHEREAS, on December 11, 2014, the City held a public hearing in the Council Chambers at 114 W. Commerce on the subject of an ordinance designating the Reinvestment Zone, and considered evidence and testimony of interested persons for or against the designation; and

WHEREAS, the City Council hereby finds that the proposed Security Service Federal Credit Union Reinvestment Zone meets the requirements set out in the Act for designation and that it is in the best interest of the City of San Antonio to designate the previously referenced area as a Reinvestment Zone in order to induce desired and beneficial economic development in the area; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The previously described land bounded by Leon Creek to the North and West, Interstate 10 right-of-way to the East, and Utex Blvd. to the South located at 14880 W IH 10 in

LOH
12/11/14
Item No. 40A

San Antonio is hereby designated as the Security Service Federal Credit Union Reinvestment Zone pursuant to the 1987 Property Redevelopment and Tax Abatement Act as amended.

SECTION 2. This Ordinance shall be effective immediately upon passage by at least eight affirmative votes or if receiving fewer, on the tenth day after passage.

PASSED AND APPROVED this 11th day of December, 2014.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**40A (in consent vote: 40A, 40B)**
Date:	12/11/2014
Time:	02:50:36 PM
Vote Type:	Motion to Approve
Description:	Public Hearing and consideration of an Ordinance designating the Security Service Federal Credit Union Reinvestment Zone consisting of 27.732 acres located in the City of San Antonio, Bexar County, Texas bounded by Leon Creek on the North and West, Interstate 10 R.O.W. on the East and UTEX Blvd on the South, and as more particularly described in the Metes and Bounds Map on file with the Office of the City Clerk.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Keith Toney	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x			x	
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				