

**FIRST AMENDMENT TO THE AMENDED AND RESTATED
DEVELOPMENT AGREEMENT WITH THE CITY OF SAN
ANTONIO, TEXAS, BROOKS DEVELOPMENT AUTHORITY, and
THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER
SIXTEEN, CITY OF SAN ANTONIO, TEXAS
Amended and Restated 2019**

FOR VALUE RECEIVED, the receipt and sufficiency of which is acknowledged, this First Amendment to the Development Agreement ("First Amendment") is entered into by and between the **City of San Antonio**, a Texas Municipal Corporation in Bexar County, Texas ("City"), the **Board of Directors ("Board") for Tax Increment Reinvestment Zone Number Sixteen, City of San Antonio, Texas**, and **Brooks Development Authority ("BDA")**, a Defense Base Development Authority, created under Chapter 379B of the Texas Local Government Code, whom together may be referred to as the "Parties".

RECITALS

WHEREAS, City, Board and BDA entered into a Development Agreement (the "Agreement") authorized by City of San Antonio Ordinance No. 2019-03-21-0243, passed and approved on March 21, 2019, and attached hereto as EXHIBIT A; and

WHEREAS, the Parties now seek to amend the terms and conditions of the Agreement in order to expand the scope of the Project; and

NOW THEREFORE, the Parties hereby agree and amend as follows:

1. The Parties mutually agree to amend the following sections of the Agreement:

(A) The Introductory Paragraph on Page 1 of the Agreement is deleted in its entirety and replaced with the following:

This Development Agreement ("Agreement"), pursuant to Ordinance No. 2008-05-08-0367, passed and approved on the 8th day of May, 2008, subsequently amended pursuant to Ordinance No. 2009-06-18-0508, passed and approved on the 18th day of June, 2009, subsequently amended pursuant to Ordinance No. 2010-06-10-0524, passed and approved on the 10th day of June, 2010, subsequently amended pursuant to Ordinance No. 2015-04-16-0316, passed and approved on the 16th day of April, 2015, subsequently amended pursuant to Ordinance No. 2019-03-21-0243, passed and approved on the 21st day of March, 2019, and subsequently amended pursuant to Ordinance No. 2025-06-__-__, passed and approved on the __ day of June, 2025 is entered into by and between the City of San Antonio, a Texas Municipal Corporation in Bexar County, Texas (the "City"); Brooks Development Authority, a Defense Base Development Authority, created under Chapter 379B of the Texas Local Government Code ("BDA"); and the Board of Directors for Tax Increment Reinvestment Zone Number Sixteen, City of San Antonio, Texas, a tax

increment reinvestment zone (the “Board”), with whom together may be referred to as the “Parties”.

(B) The **BACKGROUND** section on Page 1 of the agreement is amended by adding a twenty-first, twenty-second and twenty-third paragraph as follows:

WHEREAS, BDA has incurred indebtedness to pay for public improvements which are allowed to be reimbursed by TIRZ funds; and

WHEREAS, the City has agreed to allow BDA to pay down the Indebtedness with funds from the TIRZ Fund in the amount of SEVENTEEN MILLION DOLLARS AND NO CENTS (\$17,000,000.00) to assist BDA’s commitment to reduce the Indebtedness; and

WHEREAS, on May __, 2025, the Board approved Resolution T16 2025-05-__-__R authorizing the First Amendment to the Amended and Restated Developer Agreement with BDA for reduction of the Indebtedness; and

WHEREAS, on June __, 2025, the City Council approved Ordinance _____ to bind the City to the terms and conditions the First Amendment to the Amended and Restated Developer Agreement with BDA for reduction of the Indebtedness; and

(C) **ARTICLE I. DEFINITIONS** is amended by adding the following definitions, which shall be numerically located in alphabetical order as follows:

“Indebtedness” means the debt incurred by BDA in connection with repair and construction of public improvements, including recreational facilities that have already been funded by BDA.

“Sale Proceeds” means the net proceeds received by BDA from the sale of any real property owned, managed or controlled by BDA.

“Structuring Fees” means those fees charged by BDA in connection with lease agreements to operate a business within Tax Increment Reinvestment Zone Number Sixteen boundaries or between Brooks and any BDA tenant.

(D) **ARTICLE II. REPRESENTATIONS** is amended by adding the following subsection 2.12:

2.12 **Indebtedness.** BDA represents that the Indebtedness is a current legal obligation owed by BDA.

(E) **ARTICLE V. DUTIES AND OBLIGATIONS OF BDA** is amended by adding subsection 5.23:

5.23 Payment of Indebtedness. While the Indebtedness is outstanding, BDA agrees that all TIRZ Funds received by BDA in the amount of SEVENTEEN MILLION DOLLARS AND NO CENTS (\$17,000,000.00) shall be used by BDA to reduce the Indebtedness. Furthermore, BDA Board of Directors shall use Forty percent (40%) of Sale Proceeds and Forty percent (40%) of Structuring Fees to further reduce the Indebtedness, unless it is agreed by both the City Manager, or his designee, and the BDA Board of Directors that it be in the best interest of BDA's financial position that a lesser percentage be contributed from any Sale Proceeds or Structuring Fees. Upon payment in full of the Indebtedness, the restrictions set forth in this paragraph shall become null and void.

2. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions expressly modified by this First Amendment.

This First Amendment has been fully executed as of the date of signature of the last party to sign.

SIGNATURE PAGE TO FOLLOW

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

BOARD OF DIRECTORS
Brooks City-Base TIRZ #16

Erik Walsh
CITY MANAGER
Date: _____

Roland Lozano
PRESIDING OFFICER
Date: _____

**BROOKS DEVELOPMENT
AUTHORITY**

Leo Gomez
Its: President & CEO
Date: _____

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY