

**FIRST AMENDMENT TO THE RINCONCITO DE ESPERANZA PROJECT FUNDING  
AGREEMENT**

**STATE OF TEXAS**  
**COUNTY OF BEXAR**

§  
§

FOR VALUE RECEIVED, the receipt and sufficiency of which is acknowledged, this first amendment to the Rinconcito de Esperanza Project Funding Agreement ("First Amendment") is entered into by and between the City of San Antonio ("City"), a Texas municipal corporation in Bexar County, Texas, acting by and through its City Manager or his designee, the Board of Directors ("Board") for Tax Increment Reinvestment Zone Number Thirty, City of San Antonio, Texas, and Esperanza Peace & Justice Center, a nonprofit organization registered in the State of Texas ("Developer"). This First Amendment may refer to City, Board, *or* Developer as "Party" and City, Board, *and* Developer as "Parties."

**RECITALS**

**WHEREAS**, City and Developer entered into an agreement ("Agreement") authorized by City of San Antonio Ordinance No. 2021-02-04-0067, passed and approved on February 4, 2021, and a copy of the Agreement is attached hereto as **Exhibit A**; and

**WHEREAS**, the Parties now seek to amend the terms and conditions of the Agreement;

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

A. The Parties mutually agree to amend the following section of the Agreement:

1. **ARTICLE V. THE PROJECT** is amended by the deleting the entirety of subsection 5.1 and substituting the following in its place:

5.1 **PROJECT**. The project consists of two phases. Phase I has been completed and consisted of the restoration of two historic buildings and the construction of the MujerArtes Studio. Phase II consists of several rehabilitation and construction projects. A new 600 square foot adobe (Compressed Earth Block) addition to Ruben's Ice House will be constructed to serve as a Museum Gallery, as well as new mechanical, electrical, and plumbing work. The seven houses located at 812 Colorado will either be demolished or rehabilitated and converted into work and meeting spaces. Phase II also consists of the creation of an outdoor multi-purpose space for performances and events. Phase II will include landscaping, lighting, electrical work, fencing, and restrooms, as well as architectural and engineering fees. The Project is anticipated to begin in February 2021 and is estimated to be completed by December 31, 2024.

2. **ARTICLE VI. DUTIES AND OBLIGATIONS OF DEVELOPER** is amended by the deleting the entirety of subsection 6.7 and substituting the following in its place:

6.7 **DELAYS**. Developer is responsible for the Project's construction, which shall be completed no later than December 31, 2024. If the commencement or completion of the Project is delayed by reason(s) beyond the Developer's control (including, without limitation, events of Force Majeure), then at the reasonable discretion of the Director of the City's Neighborhood & Housing Services (or successor) Department, the commencement and completion deadlines set forth in this Agreement may be extended by no more than twelve (12) months. In the event Developer does not complete the Project substantially in accordance with the Construction Schedule (or extended schedule), then, in accordance with Article XXII Changes and Amendments of this Agreement, the Parties may extend the deadlines in the Construction Schedule, but not past the expiration of the TIRZ. If the parties cannot reasonably reach an agreement on the extension of the Construction Schedule, or if Developer fails to complete the Project in compliance with the revised Construction Schedule, other than as a result of Force Majeure, this constitutes a material breach.

- B. 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.

**SIGNATURE PAGE TO FOLLOW**

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

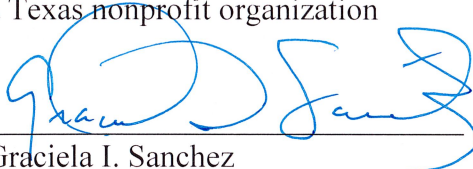
**CITY OF SAN ANTONIO**  
a Texas municipal corporation

\_\_\_\_\_  
Erik Walsh  
CITY MANAGER  
Date: \_\_\_\_\_

**BOARD OF DIRECTORS**  
Westside TIRZ #30

\_\_\_\_\_  
  
Teri Castillo  
Presiding Officer  
Date: September 29, 2023

**ESPERANZA PEACE & JUSTICE  
CENTER**  
a Texas nonprofit organization

\_\_\_\_\_  
  
Graciela I. Sanchez  
Director  
Date: 9/29/23

**APPROVED AS TO FORM**

\_\_\_\_\_  
  
Assistant City Attorney