CERTIFICATE OF CITY CLERK

THE STATE OF TEXAS	§
	§
COUNTIES OF BEXAR, COMAL, AND MEDINA	§
	§
	§
CITY OF SAN ANTONIO	

THE UNDERSIGNED HEREBY CERTIFIES that:

1. On the 17th day of December, 2015 the City Council (the *Council*) of the City of San Antonio, Texas (the *City*) convened in regular session at its regular meeting place in the City Hall of the City (the *Meeting*), the duly constituted members of the Council being as follows:

Ivy R. Taylor	Mayor
Roberto C. Treviño	Councilmember
Alan E. Warrick, III	Councilmember
Rebecca J. Viagran	Councilmember
Rey Saldaña	Councilmember
Shirley Gonzales	Councilmember
Ray Lopez	Councilmember
Cris Medina	Councilmember
Ron Nirenberg	Councilmember
Joe Krier	Councilmember
Mike Gallagher	Councilmember

and all of such persons were present at the Meeting, except the following none, thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the *Resolution*) entitled:

> RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO, TEXAS AUTHORIZING AND APPROVING THE CREATION OF THE SABC SOCCER PFC; AUTHORIZING AND APPROVING THE ARTICLES OF INCORPORATION AND BYLAWS FOR THIS PUBLIC FACILITIES CORPORATION; APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITY OF SAN ANTONIO, TEXAS, BEXAR COUNTY, TEXAS, AND THE SABC SOCCER PFC RELATING TO THE ACQUISITION AND OWNERSHIP OF SOCCER FACILITIES; AND OTHER MATTERS IN CONNECTION THEREWITH

was introduced and submitted to the Council. After presentation and due consideration of the Resolution, a motion was made by Councilmember Gallagher that the Resolution be finally passed and adopted in accordance with the City's Home Rule Charter. The motion was seconded by Councilmember Lopez and carried by the following vote:

11 voted "For" 0 voted "Against" 0 abstained

all as shown in the official Minutes of the Council for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the Council of the City on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Council was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was open to the public and was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the City, this 17th day of December, 2015.

City Clerk
City of San Antonio, Texas

(SEAL)

35812991.1

RR
12/17/15
Item No. 4B

A RESOLUTION 2015-12-17-0068R

BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO, TEXAS AUTHORIZING AND APPROVING THE CREATION OF THE SABC SOCCER PFC; AUTHORIZING AND APPROVING THE ARTICLES OF INCORPORATION AND BYLAWS FOR THIS PUBLIC FACILITIES CORPORATION; APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITY OF SAN ANTONIO, TEXAS, BEXAR COUNTY, TEXAS, AND THE SABC SOCCER PFC RELATING TO THE ACQUISITION AND OWNERSHIP OF SOCCER FACILITIES; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Chapter 303, Texas Local Government Code, as amended (the *Act*), authorizes municipalities to create one or more nonmember, nonstock, nonprofit public facilities corporations to act on behalf of the sponsoring municipality for the purpose of financing or providing for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing, and placement in service of "public facilities" (as defined in the Act) of the sponsor (including, specifically, a facility or facilities and related property and infrastructure to be used for and to support professional soccer within the City) in an orderly, planned manner and at the lowest possible costs (collectively, the *Public Purposes*); and

WHEREAS, the City Council (the *Governing Body*) of the City of San Antonio, Texas (the *City*), has determined that it is in the public interest and to the benefit of its residents and the citizens of the State of Texas (the *State*) to authorize the creation of a nonprofit public facilities corporation (the *Corporation*) to act on behalf of the City, as such Corporation's sponsoring entity, to accomplish, with respect to certain public facilities within the City, the Public Purposes; and

WHEREAS, the Governing Body has reviewed the proposed Articles of Incorporation and Bylaws for the Corporation; and

WHEREAS, to provide for the Public Purposes heretofore described, the Governing Body determines that it is in the public interest and to the benefit of the City's residents and the citizens of this State that the Corporation be created; and

WHEREAS, the Commissioners Court (the *Court*) of Bexar County (the *County*), the City, and the Corporation desire to enter into an interlocal agreement (the *Interlocal Agreement*), pursuant to Chapter 791, Texas Government Code, as amended (*Chapter 791*, and collectively with the Act, the *ILA Act*), relating to the ownership and management of the assets of the Corporation; and

WHEREAS, the Governing Body now finds and determines that it shall enter into the Interlocal Agreement and, in connection therewith and as permitted by the ILA Act; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO THAT:

SECTION 1. The Governing Body hereby finds and determines that it is advisable to authorize and approve the creation of the Corporation, to be known as the SABC Soccer PFC.

SECTION 2. The Governing Body hereby approves the Articles of Incorporation and Bylaws proposed to be used in organizing the Corporation (a copy of each of which is attached to this Resolution as Exhibit A and Exhibit B, respectively, and made a part hereof for all purposes), and hereby grants authority for the incorporation of the Corporation.

SECTION 3. The Corporation shall have broadest possible powers available under the terms of the Act and the Corporation's Articles of Incorporation, as are expressly provided (or are necessarily derived by implication) to carry out the Corporation's Public Purposes.

The Corporation may, under the conditions set forth in applicable State law, this Resolution, and the Articles of Incorporation and Bylaws, issue, or provide for the issuance of, bonds or notes, acquire, lease, sell or convey certain properties, and enter into purchase agreements, lease agreements, credit agreements, operating agreements and all other agreements necessary or useful in connection with the Public Purposes, including donation, gift, or other agreements pursuant to which the Corporation accepts by gift or devise something of value.

The Governing Body hereby finds, determines, recites and declares that any notes, bonds, loans, debts or other obligations of the Corporation shall not be deemed an indebtedness, liability, general or moral obligation or pledge of the faith or credit of the State, the City, or any other political subdivision or governmental unit, nor shall any such notes, bonds, loans, debts or other obligations constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction or any agreement, obligation or indebtedness of the City or of the State within the meaning of any constitutional or statutory provision whatsoever. In no event shall the Corporation be authorized to levy ad valorem taxes.

SECTION 4. The Governing Body hereby appoints the directors listed in the Articles of Incorporation attached hereto to the initial board of directors for the Corporation. Subsequent directors shall be appointed as provided in the Bylaws (which are to be adopted by the Corporation's board of directors).

SECTION 5. The Corporation is hereby designated as a public corporation, constituted authority, and public instrumentality of the City authorized to issue bonds on behalf of the City for the purposes of Section 103 of the Internal Revenue Code of 1986, as amended, and shall be authorized to act on behalf of the City for accomplishing the Public Purposes, but the Corporation is not intended to be and shall not be a political subdivision or a political corporation within the meaning of the Constitution and the laws of the State, including without limitation Article III, Section 52(a) of the State Constitution. The City does not delegate to the Corporation any of its attributes of sovereignty, including the power to tax, the power of eminent domain, or its police power.

This Resolution is adopted for the purpose of satisfying the conditions and requirements of applicable State law and of section 103 of the Internal Revenue Code of 1986, as amended, and the regulations prescribed thereunder from time to time and for the benefit of the Corporation, the City, the owners or holders from time to time of the bonds or notes of the Corporation (if any), and all other interested persons.

The Governing Body hereby finds, determines, recites, and declares that it is the purpose, intent, and desire of the City, in approving the creation of the Corporation and the Articles of Incorporation, that such actions and the Corporation hereby authorized comply with the requirements of the Internal Revenue Code of 1986, as amended, and the United States Department of the Treasury Regulations and Internal Revenue Service rulings promulgated thereunder and the rulings issued pursuant thereto, such that the Corporation shall be deemed to be a constituted authority acting on behalf of the City pursuant to the provisions of the Act.

SECTION 6. Upon dissolution of the Corporation, the City may accept title to or other interest in any other real or personal property owned by the Corporation at such time.

SECTION 7. The City Manager and the City Clerk, respectively, of the City (or the designee of either of the foregoing) are hereby authorized to deliver to the Texas Secretary of State an original and an appropriate number of copies of the Articles of Incorporation for the Corporation, a certified copy of this Resolution approving the Articles of Incorporation, and the fee charged for filing these documents under Chapter 22, Texas Business Organizations Code, as amended (or other applicable law), and to do all things proper and necessary to carry out the intent of this Resolution.

SECTION 8. The Governing Body authorizes the City Clerk of the City, or a designee thereof, in consultation with legal counsel and other City consultants and advisors, to take all actions necessary to call and conduct the organizational meeting of the Corporation and to file, at the expense of the Corporation, any and all documents with the offices of the Secretary of State, the Comptroller of Public Accounts, and the United States Department of Treasury, as appropriate, to effectuate the creation and organization of the Corporation.

SECTION 9. The Governing Body hereby approves the City's entrance into and execution of the Interlocal Agreement, in the form attached hereto as Exhibit C, which shall initially be entered into by and between the City and the County but to which the Corporation shall be added as described below. As evidence of the foregoing, the City Manager and the City Clerk of the City (or the designee of either of the foregoing) are hereby authorized to execute the Interlocal Agreement on behalf of the City.

Upon creation of the Corporation, and subsequent to affirmative action of its governing body authorizing the same, the Corporation may become a party to the Interlocal Agreement, as contemplated therein, without the need for further Governing Body approval, as such addition is hereby approved for all purposes.

SECTION 10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 12. This Resolution shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 13. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 14. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 15. The effective date of this Resolution shall be governed by the provisions of Section 1-15 of the City Code of San Antonio, Texas. This Resolution shall take effect immediately if passed by eight (8) affirmative votes; otherwise, this Resolution shall take effect ten (10) days from the date of passage.

* * * *

RR
12/17/15
Item No. 4B

PASSED AND APPROVED, this the 17th day of December, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

STATE OF TEXAS
COUNTY OF BEXAR } SS.
CITY OF SAN ANTONIO

CERTIFIED COPY

The undersigned, the City Clerk of the City of San Antonio in the State and County afore said, does by these presents certify that the attached and foregoing is a true and exemplified copy of a part of the records, papers and books in the Office of the City Clerk; and, that I am the custodian of such papers, books and records as an officer of the City of San Antonio.

Given under my hand and the official seal of the City of San Antonio, this 17th day of December A.D. 20 15
(SEAL)

City Clerk, City of San Antonio.

Agenda Item:	**4B (in consent vote: 4A, 4B, 4C, 4D, 4E)**
Date:	12/17/2015
Time:	10:31:43 AM
Vote Type:	Motion to Approve
Description:	A Resolution authorizing the creation of a Public Facility Corporation to acquire and hold title to 5106 David Edwards Drive, San Antonio, TX, Bexar County, also known as "Toyota Field"; approving the Bylaws and Articles of Incorporation of the Public Facilities Corporation; approving an Interlocal Cooperation Agreement with Bexar County for its participation in the Public Facility Corporation; and other matters related to the creation of the Public Facilities Corporation.
Result:	Passed

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

RR
12/17/15
Item No. 4B

EXHIBIT A

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF THE

SABC SOCCER PFC

THE STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

WE, THE UNDERSIGNED natural persons, not less than three in number, each of whom is at least 18 years of age, a citizen of the State of Texas (the *State*), and each a member of the City Council (the *Governing Body*) or an employee of the City of San Antonio, Texas (the *City*), acting as incorporators of a public instrumentality, constituted authority, and nonprofit corporation (the *Corporation*) under the "Public Facility Corporation Act", codified as Chapter 303, Texas Local Government Code, as amended (and referred to herein as the *Act*) with the approval of the Governing Body, as evidenced by the resolution of the Governing Body adopted on December 17, 2015 (the *Resolution*), which Resolution is attached hereto as Exhibit "A" and made a part of these Articles of Incorporation for all purposes, do hereby adopt the following Articles of Incorporation for the Corporation:

ARTICLE ONE
NAME

The name of the Corporation is the "SABC Soccer PFC".

ARTICLE TWO
AUTHORIZATION

The Corporation is a nonprofit public corporation.

ARTICLE THREE
DURATION

The period of duration of the Corporation is perpetual.

ARTICLE FOUR
PURPOSE; POWERS AND LIMITATIONS

(a) The purpose of the Corporation, which is a "public purpose" under the Act, is to assist the City in financing, refinancing, or providing "public facilities" (as defined in the Act), or facilities directly related thereto, at the request of the Governing Body, relating to the renovation, expansion, redevelopment, construction, acquisition, provision, conveyance, leasing, owning, operating, and divesting of real property of the City (being, specifically, a facility and/or facilities and related property and infrastructure to be used for and to support professional soccer within the City).

(b) The Corporation shall have and possess the broadest possible powers available under applicable law to provide for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing, placement in service and conveyance of certain public facilities of the City to further the purpose identified in subpart (a) of this ARTICLE FOUR, all as under the terms of and in compliance with the Act. The Corporation's ability to exercise these powers to accomplish its purpose shall only be restricted to the extent required by applicable law, including the Act, and these Articles of Incorporation (including subparts (c) and (f) of this ARTICLE FOUR).

(c) The Corporation is authorized to issue "bonds" (as defined and permitted by the Act); provided, however, that no bonds, notes, interim certificates, or other evidence of indebtedness may be issued by the Corporation unless such obligations are first approved by resolution of the Governing Body. Notwithstanding the foregoing, the Corporation may enter into any contracts and agreements, and incur such other obligations, as permitted under the Act, without first receiving Governing Body approval.

(d) The Corporation is a public corporation, a constituted authority, and a public instrumentality within the meaning of the regulations of the Act, the United States Treasury Department, the rulings of the Internal Revenue Service prescribed and promulgated pursuant to sections 103 and 141 of the Internal Revenue Code of 1986, as amended, and the Corporation is authorized to act on behalf of the City as provided in these Articles of Incorporation.

(e) In the fulfillment of its corporate purpose, the Corporation shall have and may exercise the powers described in Subpart (a) of this ARTICLE FOUR, together with all of the other powers granted to corporations that are incorporated under the Act and to the extent not in conflict with the Act, the Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions given by the general laws of the State to nonprofit corporations under the Texas Non-Profit Corporation Act, as amended (now codified at Chapter 22, Texas Business Organizations Code, as amended), or any other applicable laws of the State.

(f) The Corporation shall have the purposes and powers permitted by the Act, but the Corporation does not have, and shall not exercise, the powers of sovereignty of the City, including the power to tax, the power of eminent domain, or the City's police power; however, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practice and Remedies Code), the Corporation is a governmental unit and its actions are governmental functions.

(g) No bonds or other obligations, contracts, or agreements of the Corporation are or shall ever be deemed to be or constitute the contracts, agreements, bonds, other debt instruments, or other obligations or the lending of credit, or a grant of the public money or things of value, of, belonging to, or by the State, the City, or any other political corporation, subdivision or agency of the State (including Bexar County), or a pledge of the faith and credit of any of them. Any and all of such contracts, agreements, bonds, other debt instruments, and other obligations, contracts and agreements shall be payable solely and exclusively from the revenues and funds received by the Corporation from the sources authorized by the Act and from such other sources as may be otherwise lawfully available and belonging to the Corporation from time to time.

(h) A substantial portion of the Corporation's funding shall be provided by the City for the purposes of day-to-day operations and the majority of the net worth of the Corporation

will be attributable to the City. Such funding will not be used to repay the City for debt obligations incurred or for operating funds unassociated with the Corporation. Furthermore, the City will maintain substantial involvement in the activities of the Corporation such that the Corporation will be treated, for the purposes of federal tax law, as an "integral part" of the City, based on the level of control and funding the City has in regard to the Corporation.

(i) The Governing Body, in its sole discretion, may alter the Corporation's structure, organization, programs, or activities in a manner that is consistent with the Act, but subject to limitations provided by law relating to the impairment of contracts entered into from time to time by the Corporation. Additionally, the City may establish rules regarding the operation of the Corporation's activities to ensure such activities meet City standards. In the event the Corporation implements rates or charges for goods or services rendered, the Governing Body must approve such imposition prior to the rates' effectiveness and monitor the services provided to avoid duplication of efforts by the Corporation.

ARTICLE FIVE
NO MEMBERS; NONSTOCK

The Corporation has no members and is a nonstock corporation.

ARTICLE SIX
AMENDMENT

These Articles of Incorporation may be amended at any time and from time to time by the Board of Directors (the *Board*; each member thereof, a *Director*), with the approval of the Governing Body (as evidenced by resolution passed thereby), subject, to and in accordance with Subpart (i) of ARTICLE FOUR hereof. Any officer of the Corporation (or the designee thereof) shall take (or cause to be taken) said action as may be necessary to cause the effectiveness of any such amendment effectuated in accordance with this ARTICLE SIX.

ARTICLE SEVEN
ADDRESS

The street address of the initial registered office of the Corporation is 100 Military Plaza, San Antonio, Texas 78205, and the name of the Corporation's initial registered agent at that address is Leticia M. Vacek, City Clerk of the City.

ARTICLE EIGHT
BOARD OF DIRECTORS

(a) The affairs of the Corporation shall initially be managed by a minimum four (4) member Board, which shall be composed of representatives appointed by the Governing Body (which, subject to Subpart (b) of this ARTICLE EIGHT, sets the selection criteria for Board members). The Governing Body retains the ability to appoint additional Board members at its discretion. Directors serve for terms of two years. A Director shall hold office for the term to which the Director is appointed and shall continue to serve in such role until a qualified successor is appointed by the Governing Body. A Director serves without compensation but shall be entitled to reimbursement for actual expenses incurred while performing services as a

Director. The Governing Body retains the ability to remove (with or without cause) Directors, as needed.

(b) At least one half of the Board's members shall be recommended for appointment by Bexar County, Texas (the *County*).

(c) The names and street addresses of the persons who are to serve on the initial Board and the date of expiration of their initial terms as Directors (which terms shall commence on the date of these Articles of Incorporation are filed with the Secretary of State's office and terminate after two years of service or until a successor Director is appointed) are as follows:

NAMES	ADDRESSES
Xavier Urutia	100 Military Plaza, San Antonio, Texas 78205
Mike Sawaya	100 Military Plaza, San Antonio, Texas 78205
Mike Sculley	100 Dolorosa, San Antonio, Texas 78205
	100 Dolorosa, San Antonio, Texas 78205

(d) The Corporation's officers shall include a president, vice president, secretary, treasurer, executive director, and any other officers that the Corporation considers necessary or desirable, as more specifically provided in, and as identified and named pursuant to the provisions of the Corporation's Bylaws.

(e) Meetings of the Board are subject to the Texas Open Meetings Act, Texas Government Code, Chapter 551, and the Corporation is subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

ARTICLE NINE
BYLAWS

The initial Bylaws of the Corporation shall be adopted by the Board and shall, together with these Articles of Incorporation, govern the initial affairs of the Corporation until and unless amended in accordance with the provisions of the Act and these Articles of Incorporation. The Bylaws and each amendment and repeal of the Bylaws must be approved by resolution of the Governing Body. The Governing Body has, in the Resolution, approved the Corporation's initial Bylaws.

ARTICLE TEN
INCORPORATORS

The name and street address of each incorporator is:

NAME	ADDRESS
Carlos Contreras	100 Military Plaza, San Antonio, Texas 78205
Martha Sepeda	100 Military Plaza, San Antonio, Texas 78205
Troy Elliott	100 Military Plaza, San Antonio, Texas 78205

Each incorporator is a member of the Governing Body or an employee of the City.

ARTICLE ELEVEN
GOVERNING BODY APPROVAL

(a) The City is the Corporation's "sponsor" (as defined in the Act) and has caused this Corporation to be created.

(b) The City, as the Corporation's "sponsor" under the Act, has specifically authorized the Corporation to act on its behalf to further the public purposes set forth in these Articles of Incorporation and has, in the Resolution, approved these Articles of Incorporation.

(c) The City's and the Corporation's principal office address is 100 Military Plaza, San Antonio, Texas 78205.

ARTICLE TWELVE
DISSOLUTION

(a) The Governing Body, by written resolution, may authorize and direct the dissolution of the Corporation. However, the Corporation shall not be dissolved, and its business shall not be terminated, by act of the Governing Body or otherwise, so long as (i) the Corporation shall be obligated to pay any bonds, notes, or other evidences of indebtedness or (ii) that certain Interlocal Agreement by and among the City, the Corporation, and the County that provides for certain terms of operation of the facilities owned by the Corporation remains valid and in effect in accordance with its terms.

(b) No action shall be taken pursuant to Subpart (a) of this ARTICLE TWELVE or pursuant to Subpart (b) of ARTICLE FOURTEEN hereof, in any manner or at any time that would impair any contract, lease, right, or other obligation theretofore executed, granted, or incurred by the Corporation.

ARTICLE THIRTEEN
NOT A PRIVATE FOUNDATION

If the Corporation is ever determined to be a "private foundation" within the meaning of section 5.09(a) of the Internal Revenue Code of 1986, as amended (the *Code*), the Corporation:

(a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Code;

(b) shall not engage in any act of self-dealing as defined in section 4941(d) of the Code;

(c) shall not retain any excess business holdings as defined in section 4943(c) of the Code;

(d) shall not make any investments in such manner as to subject it to tax under section 4944 of the Code; and

(e) shall not make any taxable expenditures as defined in section 4945(d) of the Code.

ARTICLE FOURTEEN
MISCELLANEOUS

(a) All properties owned by the Corporation shall be held for the use and benefit of the public on a nondiscriminatory basis. No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses and other obligations shall be distributed to or inure to the benefit of its Directors or officers, or any individual, private firm, or private corporation or association, except in reasonable amounts for services rendered. The Corporation shall not reimburse the City for use of City employees.

(b) If, after the close of any fiscal year, the Corporation's Board shall determine that sufficient provision has been made for the full payment of all current expenses, together with all amounts payable on the contracts, agreements, bonds, notes, and other obligations of the Corporation, and that all of the terms, provisions, and covenants therein have been met, then any net earnings derived from lawfully permitted sources thereafter accruing shall be used solely for the purposes permitted by the Act and Subpart (a) of ARTICLE FOUR hereof.

(c) If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction of debts and claims.

(d) No part of the Corporation's activities shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in any political campaign of or in opposition to any candidate or measure (as such terms are defined in Chapter 251, Texas Election Code, as amended).

ARTICLE FIFTEEN
DIRECTOR LIABILITY; INDEMNIFICATION

(a) To the fullest extent permitted by State law, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitations than permitted prior to such amendment), a member of the Board of the Corporation shall not be liable, or shall be liable only to the extent provided in these Articles of Incorporation, to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director of the Corporation existing at the time of such repeal or amendment.

(b) The Corporation may indemnify any Director, officer, employee or agent or former Director, officer, employee or agent of the Corporation for expenses and costs, including attorney's fees, actually or necessarily incurred by the person in connection with any claim asserted against the person, by action in court or other forum, by reason of such person having been a Director, officer, employee or other agent, except that the Corporation may not provide indemnity in a matter if the Director, officer, employee, or agent is guilty of negligence or misconduct in relation to the matter.

Name: _____
Carlos Contreras

Name: _____
Martha Sepeda

Name: _____
Troy Elliott

(Signature of Initial Incorporators)

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, on this day personally appeared Carlos Contreras, Martha Sepeda, and Troy Elliott, known to me to be the persons whose names are subscribed to the foregoing document and, being by me the first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and official seal of office this _____.

(NOTARY SEAL)

_____
Notary Public, State of Texas

Printed Name:_____
My Commission Expires:_____

EXHIBIT A

City Resolution

Exhibit A

EXHIBIT B

BYLAWS

BYLAWS OF

SABC SOCCER PFC

ARTICLE I
PURPOSE AND POWERS

Section 1.1 Purpose. The SABC Soccer PFC (the *Corporation*) has been incorporated and hereby organized in the public interest acting as an instrumentality of and acting on behalf of the City of San Antonio, Texas (the *City*), as its duly constituted authority and instrumentality in accordance with the Public Facility Corporation Act (codified at Chapter 303, Texas Local Government Code, as amended) (the *Act*), and other applicable laws. The purpose of the Corporation is to assist the City in financing, refinancing, or providing "public facilities" (as defined in the Act), or facilities directly related thereto, at the request of the City Council of the City (the *Governing Body*), relating to the renovation, expansion, redevelopment, construction, acquisition, provision, conveyance, leasing, owning, operating, and divesting of real property of the City (being, specifically, a facility or facilities and/or and related property and infrastructure to be used for and to support professional soccer within the City).

Section 1.2 Powers. The Corporation shall have the broadest possible powers available to accomplish its purpose (as specified in the Corporation's Articles of Incorporation (the *Articles*)). Such powers include all of the rights, powers, privileges, authority, and functions given by the general laws of the State to nonprofit corporations incorporated under the Act including, without limitation, all powers not in conflict with the Act granted to domestic nonprofit corporations by the Texas Nonprofit Corporation Law, as defined by Section 1.008 of the Texas Business Organizations Code, as amended (and previously codified as the Texas Non-Profit Corporation Act) to the extent necessary to carry out its authorized purposes, including, but not limited to, the power to acquire land and enter into a sale, loan, lease or other possessory interest, grant, transfer, trust, operating, or other agreement as authorized by the Act. The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in the State and which are necessary or useful to enable the Corporation to perform its authorized purposes, including (subject to the limitation specified in Section 5.6 of these Bylaws) the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish its authorized purposes.

Section 1.3 Nonprofit Corporation. The Corporation shall be a public, nonprofit corporation, and no part of its net earnings remaining after payment of its evidences of indebtedness and other obligations and expenses shall inure to the benefit of any person other than the City.

ARTICLE II
BOARD OF DIRECTORS

Section 2.1 Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a board of directors (the *Board*; each member thereof, a *Director*), subject to the restrictions imposed by law, the Act, the Articles, and these Bylaws. The Board

shall exercise all of the powers of the Corporation except to the extent exercise of such power is delegated to a committee created under Section 2.7 hereof.

(b) The initial Board shall consist of four (4) Directors, each of whom shall be appointed by the Governing Body based upon the qualifications specified in the Articles. The Governing Body retains the ability to appoint additional Board members at its discretion, subject only to applicable law and the specifications of the Articles. The minimum and maximum number of Directors may be changed by amendment to Articles and these Bylaws, but such number must be at least four (4).

(c) The Directors constituting the initial Board shall be those Directors named in the Articles. Successor Directors shall have the qualifications, and shall be appointed to the terms set forth in the Articles. The terms for each Director shall not exceed two years and a Director shall not hold an officer position for a term greater than two years.

(d) Any Director may be removed from office by the Governing Body for cause or at any time without cause.

(e) In case of a vacancy on the Board through death, resignation, disqualification, or other cause, a successor to hold office shall be the person appointed or otherwise qualified to hold the related position on the Governing Body.

Section 2.2 Additional Powers. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the Corporation and do all lawful acts and things as are not by statute, other law, the Articles, or these Bylaws, prohibited. Without prejudice to such general powers and other powers conferred by statute, other law, and these Bylaws, it is hereby expressly declared the Board shall have the powers set forth in Section 303.041 of the Act, as the same may be amended from time to time.

Section 2.3 Meetings of Directors. The Directors may hold their meetings at such place or places as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in the Articles. The Board shall also conduct at least one annual regular meeting of the Corporation. In addition, regular meetings of the Board shall be held without the necessity of notice to Directors at such times and places as shall be designated from time to time by the Board. Special meetings of the Board shall be held whenever called by the President, by the Secretary, by a majority of the Directors, or by a majority of the Governing Body.

(a) Subject to Section 2.4 hereof, the Secretary shall give notice to each Director of each special meeting in person or by electronic mail (email), mail, telephone or facsimile, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.

(b) Subject to Section 2.4 hereof, whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same

in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except attendance of a Director at a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2.4 Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 2.5 Quorum. A majority of the entire membership of the Board shall constitute a quorum to conduct official business of the Corporation. The act of a majority of the Board present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law.

Section 2.6 Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) At all meetings of the Board, the President shall preside. In the absence of the President, the Vice President shall preside. In the absence of both the President and Vice President, a member of the Board selected by the members present, shall preside.

(c) The President shall be a voting member of the Board.

(d) A vacancy in the office of any Director shall be filled by a vote of a majority of the Governing Body.

Section 2.7 Committees of the Board. The Board may designate two (2) or more Directors to constitute an official committee of the Board to exercise such authority, as approved by resolution of the Board. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by the Board (unless the Board's resolution empowering such committee otherwise so states). Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation. Any such meetings must be conducted in accordance with the provisions of the Section 2.4 hereof (unless such requirement is suspended in the Board's resolution empowering such committee).

Section 2.8 Compensation of Directors. Directors shall not receive any salary or compensation for their services as Directors; however, Directors shall be reimbursed for their actual expenses incurred in the performance of their official duties as Directors.

ARTICLE III
OFFICERS

Section 3.1 Titles and Terms of Office.

(a) The officers of the Corporation shall include a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board may from time to time elect to fill a vacancy. One person may hold more than one office, except that the President shall not hold the office of Secretary. Officers identified in this Subsection 3.1(a) shall serve for two year terms or until his or her successor is elected or appointed. Upon the expiration of the terms of these other officers identified in this Subsection 3.1(a), such officers may have the right to be reappointed or reelected, except as to otherwise comply with the representation requirements as provided in Subsection 2.1(b) hereof.

(b) All officers shall be elected by majority vote of the Board. Officers shall be subject to removal from office at any time by a vote of a majority of the Board.

Section 3.2 Powers and Duties of the President. The President shall be the chief operating executive officer of the Corporation, and subject to the authority of the Board, the President shall be in general charge of the properties and affairs of the Corporation, and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments in the name of the Corporation. The President shall preside over the meetings of the Corporation.

Section 3.3 Vice President. The Vice President shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the President during that officer's absence or inability to act, in their respective order. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 3.4 Treasurer. The Treasurer shall be the chief fiscal officer of the Corporation, and shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the Treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes, and other obligations in or drawn upon such bank, banks or depositories as shall be designated by the Board consistent with these Bylaws. The Treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all money received and paid out on account of the Corporation. The Treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of his/her duties in such form, and amount as the Board may require. All check writing authority will follow all applicable City policies concerning authorizations, signatures, and disbursements.

Section 3.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board and books provided for that purpose, shall give and serve all notices, may sign with the

President in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of Secretary subject to the control of the Board. In the absence of the Secretary, the President or other presiding officer may appoint any person to act as Secretary of the meeting.

Section 3.6 Assistant Secretaries. Each member of the Board, with the exception of the President, Vice President, and Secretary, may be appointed as Assistant Secretary to the Board to perform all duties incident to the office of Secretary and to be undertaken at the direction of the Secretary (or these Bylaws, in the Secretary's absence).

Section 3.7 Engagement of Consultants. The officers may retain legal counsel and financial advisors, and other necessary consultants and advisors for the Corporation, subject to the approval of the majority of the Board.

Section 3.8 Compensation. Officers shall not receive any salary or compensation for their services, except that they shall be reimbursed for the actual expenses incurred in the performance of their official duties as officers.

ARTICLE IV
FISCAL PROVISIONS

Section 4.1 Restrictions on Payment of Funds. No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses shall be distributed to or inure to the benefit of its Directors or officers or any individual, firm, corporation, or association, except that in the event the Board shall determine that sufficient provision has been made for the full payment of the expenses, bonds, and other obligations of the Corporation, then any net earnings of the Corporation thereafter accruing shall be paid to the City. No part of the Corporation's activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Section 4.2 Execution of Financial Instruments. All checks, demands for money, withdrawals of money, notes, time and demand deposits and certificates of deposit shall be signed by the Treasurer of the Corporation, or his or her designee, or such other person or persons as the Board from time to time may designate by resolution or other action of the Board or as may be designated in any financing documents relating to the issuance of bonds or other obligations of the Corporation, provided that in the case of checks at least one of the authorized signatories shall be an officer of the Corporation.

ARTICLE V
FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 5.1 Powers; Periodic Reports.

(a) In carrying out its obligations, the Corporation shall be authorized to exercise all rights and powers granted under the Act.

(b) The Board shall periodically submit reports to the Governing Body as to the status of its activities in carrying out its obligations under this Section.

(c) Any and all agreements between the Corporation and other parties shall be authorized, executed, and approved, and delivered in accordance with applicable law.

Section 5.2 Annual Corporate Budget. Prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues from sources set out in Section 5.5 of this Article and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the Governing Body. The budget shall not be effective until the same has been approved by the Governing Body.

Section 5.3 Books, Records, Audits.

(a) The Corporation shall keep and properly maintain in accordance with generally accepting accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

(b) At the direction of the Governing Body, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff and personnel of the City.

(c) The Corporation, or the City if the option of subsection (b) is selected, shall cause its books, records, accounts, and financial statements to be studied at least once each fiscal year by an outside, independent auditing and accounting firm selected by the Governing Body and approved by the Board. Such an audit shall be at the expense of the Corporation and shall be delivered to the Governing Body within 150 days of the end of the fiscal year of the Corporation. For financial purposes, the Corporation shall be considered a component of the City.

(d) All books and records of the Corporation may be inspected by any Director or his or her agent or attorney for any purpose at any reasonable time and at all times the Governing Body shall have access to the books, records, and financial statements of the Corporation. All books and records of the Corporation shall be kept at the principal office of the Corporation where they shall be available to the public in accordance with the applicable provisions of the Public Information Act (codified at Chapter 552, Texas Government Code, as amended).

Section 5.4 Deposit and Investment of Corporation Funds.

(a) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments (*Obligations*) issued by the Corporation in accordance with the provisions of the Act shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.

(b) Subject to the requirements of contracts, loan agreements, indentures or other agreements securing Obligations, all other money of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the corporation upon the signature of its Treasurer and such other persons as the Board designates. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Executive Director, or the designee thereof.

Section 5.5 Expenditure of Corporate Money. The proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, revenues generated by and payable to the Corporation pursuant to the Act or any other source of revenues that are payable to the Corporation, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

(a) Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of money derived from sources other than the proceeds of Obligations may be used for the purpose of financing or otherwise providing for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing, and placement in service of public facilities of the City under the terms of the Act; or

(b) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 5.2 of this Article or in contracts meeting the requirements of paragraph (d) of Section 5.1 of this Article.

Section 5.6 Issuance of Obligations. No Obligations, including refunding obligations, shall be authorized or sold and delivered by the Corporation unless the Governing Body approves such Obligations by action taken prior to the date of initial delivery of the Obligations to the initial purchasers or lenders thereof.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.1 Principal Office.

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation located at 100 Military Plaza, San Antonio, Texas 78205, as specified in the Articles.

(b) The Corporation shall have and shall continually designate a registered agent at its office, as required by the Act.

Section 6.2 Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 6.3 Seal. The seal of the Corporation shall be determined by the Board.

Section 6.4 Resignations. A Director's resignation of his or her Director position shall become effective upon the Board's acceptance thereof.

Section 6.5 Approval or Advice and Consent of the Governing Body. To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the Governing Body, such advice and consent shall be evidenced by a certified copy of a resolution, ordinance or motion duly adopted by the Governing Body.

Section 6.6 Services of City Staff and Officers. To the extent possible, the Corporation shall utilize the services and the staff employees of the City. All requests for staff time or inquiries of staff will be requested through the City Manager of the City. The Corporation shall not pay the City for such services, and the performance of such services shall not materially interfere with the other duties of such personnel of the City.

Section 6.7 Indemnification of Directors, Officers and Employees.

(a) The Corporation is, for the purposes of the Texas Tort Claims Act (codified at Subchapter A of Chapter 101, as amended, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions, as provided in the Articles.

(b) As permitted in Section 303.037 of the Act, the Corporation may indemnify any Director, officer, employee, or agent or former Director, employee, or agent of the Corporation for expenses and costs, including attorneys' fees, actually or necessarily incurred by the person in connection with any claim asserted against the person, by action in court or other forum, by reason of such person having been a Director, officer, employee, or other agent, except that the Corporation may not provide indemnity in a matter if the Director, officer, employee, or agent is guilty of negligence or misconduct in relation to the matter. The legal counsel for the Corporation is authorized to provide a defense for members of the Board, officers, and employees of the Corporation.

ARTICLE VII
EFFECTIVE DATE, AMENDMENTS; MISCELLANEOUS

Section 7.1 Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

(a) the approval of these Bylaws by the Governing Body, which approval may be granted prior to the creation of the Corporation; and

(b) the adoption of the Bylaws by the Board.

Section 7.2 Amendments to Articles of Incorporation and Bylaws. The Articles and these Bylaws may be amended only in the manner provided in the Articles and the Act.

Section 7.3 Interpretation of Bylaws. These Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstances, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

Section 7.4 Dissolution. Upon the dissolution of the Corporation after payment of all obligations of the Corporation, all remaining assets of the Corporation automatically shall vest in the City without further conveyance, transfer, or other act.

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RR
12/17/15
Item No. 4B

EXHIBIT C

INTERLOCAL AGREEMENT

DRAFT OF DECEMBER 4, 2015

INTERLOCAL AGREEMENT AMONG BEXAR COUNTY, TEXAS, CITY OF SAN ANTONIO, TEXAS, AND SABC SOCCER PFC RELATING TO OWNERSHIP AND OPERATION OF TOYOTA FIELD; AND OTHER MATTERS IN CONNECTION THEREWITH

This Interlocal Agreement (this "Agreement") is entered into by and among Bexar County, Texas (the "County"), a political subdivision of the State of Texas, acting by and through its Commissioners Court (the "Court"), the City of San Antonio, Texas, a political subdivision of the State of Texas (the "State"), and upon creation of the same and approval by its board of directors to become a party hereto, a public facility corporation to be known as the SABC Soccer PFC (the "Corporation") and to be created or caused to be created by the City pursuant to Resolution No. ____ adopted by the City on December 10, 2015 (the "City Resolution").

RECITALS

WHEREAS, to facilitate the accomplishment of the foregoing, the City has created or shall cause the creation of, the Corporation, which shall become a party hereto for all purposes upon its creation and affirmative action by its board of directors (the "Corporation Board") approving the same; and

WHEREAS, this Agreement shall constitute an interlocal cooperative agreement as authorized to be entered into by the parties hereto pursuant to the provisions of Chapter 791, as amended, Texas Government Code; and

WHEREAS, the adoption of this Agreement is hereby found and determined to be in the best interest of the residents of the County and the City; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1: Governance of PFC.

(a) The City agrees that the governance of the Corporation shall be as specified in the Articles of Incorporation (the "Articles") and the Bylaws and that it will not amend the Articles or Bylaws of the Corporation without the consent of the County.

(b) The City agrees to pay to the County an amount equal to one-half of all distributions, dividends, payouts, loans or other amounts (no matter how termed or denominated) paid or made from the Corporation to the City. The Corporation agrees that any claw back payments received under its lease with _____ will be distributed equally to the City and County.

(c) The City agrees not to cause the dissolution of the Corporation without the consent of the County.

(d) In the event that the City violates any of the above provisions, the City and County will meet to attempt to resolve any issues. If that is not successful, the parties agree to mediate the issue and if that is unsuccessful, either party may seek a declaratory judgment or mandamus regarding this Interlocal Agreement and if it is determined that the City violated the above provisions, it will repay the County its $9,000,000 it invested in the Corporation.

SECTION 2: Return of County Investment.

(a) The City and County have each invested $9,000,000 in the Corporation to enable it to acquire Toyota Field consisting of the real property described on Exhibit A and all improvements and personal property located thereon and both agree that Toyota Field will be permanently owned by the Corporation and leased to a professional soccer entity to ensure professional soccer is available to the citizens of the City and County.

(b) In exchange for the investment by the City and County in the Corporation, all parties to this Interlocal Agreement agree that either the City or the County may cause the Corporation (and any other party to this Interlocal Agreement, that may be necessary to effect such conveyance) to convey to each of them a one-half undivided interest in the real estate and personal property that make up Toyota Field without further consideration. Such conveyance shall be made without representation or warranty and subject to all existing agreements within thirty days of a demand for such conveyance.

SECTION 3: Covenants, Representations and Warranties of the Parties.

(a) For the benefit of the other parties hereto, the City hereby covenants, represents and warrants that:

(i) it has duly approved and authorized the execution of this Agreement; and

(ii) it has created or will cause to be created the Corporation in accordance with the laws of the State, including specifically Chapter 303, as amended, Texas Local Government Code, and for so long as this Agreement remains valid and in effect, the City will not amend the Corporation's Articles of Incorporation or cause the modification of the composition of the Corporation Board without the prior written consent of the County; and

(iii) it is duly authorized to and will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Agreement; and

(iv) it has appropriated from lawfully available funds, $9,000,000 to be contributed to the Corporation.

(b) For the benefit of the parties hereto, the County hereby covenants, represents and warrants that:

(i) it has duly approved and authorized the execution of this Agreement; and

(ii) it has appropriated from lawfully available funds, $9,000,000 to be invested in the PFC; and

(iii) it has identified the two members of the Board of Directors of the Corporation and provided the names to the City.

(c) For the benefit of the parties hereto, the Corporation (upon its addition hereto pursuant to the applicable terms of this Agreement) covenants, represents and warrants that:

(i) it was duly created by the City in accordance with the laws of the State, including specifically Chapter 303, as amended, Texas Local Government Code; and

(ii) the Corporation Board has duly approved and authorized the execution of this Agreement.

SECTION 4: Amendments and Modifications. This Agreement shall be binding upon the City, the County, and the Corporation and their respective successors and legal representatives and shall inure solely to the benefit of the City, the County, and the Corporation, and their respective successors and legal representatives. Furthermore, no alteration, amendment, or modification of any provision of this Agreement shall be effective unless prior written consent of such alteration, amendment, or modification shall have been obtained from the parties hereto or such alteration, amendment, or modification is in writing and signed by the parties hereto.

SECTION 5: Default. In the event that any of the City, the County, or the Corporation should violate any of the terms of this Agreement, any other party shall promptly notify the other respective parties of the violation. In the event this violation is not cured within thirty (30) days after the sending of such notice, the party sending the notice may at its discretion notify the other parties of its intention to declare this Agreement in default.

SECTION 6: Miscellaneous; Assignment; Waiver. All the situations, promises, undertaking and agreements herein contained by or on behalf of the City, the County, or the Corporation shall bind the successors and assigns of any party, whether so expressed or not but none of the City, the County, or the Corporation shall have the right to assign this Agreement, or any part hereof except as provided herein without the written consent of the other parties. Any party may waive any default on the part of another affecting any provision of this Agreement; provided, however, any waiver granted by one party shall not be construed as a waiver of the other non-defaulting party and a waiver of any one default shall not be deemed a waiver of any other or subsequent default or defaults. No delay by any party in enforcing any of its rights under this Agreement shall be deemed a waiver of such rights.

SECTION 7: Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called *Notice*) herein provided or permitted to be given, made or accepted by any party to any

other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by overnight deliver when appropriate, addressed to the party to be notified, or by electronic mail. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties hereto shall, until changed as hereinafter provided, be as follows:

A. If to the County, to:

Bexar County, Texas
100 Dolorosa
San Antonio, Texas 78205
Attention: County Manager

If to the County Auditor, to:

Bexar County, Texas
101 West Nueva, Suite 800
San Antonio, Texas 78205
Attention: County Auditor

B. If to the City, to:

_____
_____
_____
_____
San Antonio, Texas 782__
Attention: _____

C. If to the Corporation, to:

SABC Soccer Public Facility Corporation
_____
_____
_____
_____
Attention: _____

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least ten (10) days' written notice to the other parties hereto.

SECTION 8: Venue. Any damages for the breach of this Agreement shall be paid and be due in Bexar County, Texas, which is the county in which the principal administrative offices of the City, the County, and the Corporation are located. It is specifically agreed among the parties to this Agreement that Bexar County, Texas, is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Bexar County, Texas.

SECTION 9: Legal Fees. In the event it is necessary for any party to commence legal action of any kind to enforce its rights hereunder, the prevailing party in such litigation shall be entitled to collect all court costs and reasonable attorney's fees and expenses incurred in connection therewith.

SECTION 10: Force Majeure. In the event that a party shall be entirely prevented from completing performance of its obligations hereunder by an act of God or any other occurrence whatsoever which is beyond the control of such party, then such party shall be excused from any further performance of its obligations and undertakings hereunder. In the event that the performance of a party of any obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

SECTION 11: Holiday. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, is not a business day, such payment may be made or act performed or right exercised on the next succeeding business day with the same force and effect as if done on the date provided therefor herein.

SECTION 12: Counterparts. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

SECTION 13: Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

SECTION 14: Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

SECTION 15: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Agreement for all purposes and are adopted as a part of the judgment and findings of the Court, the ATD Board, and the Corporation Board.

SECTION 16: Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Agreement are hereby repealed to the

extent of such conflict, and the provisions of this Agreement shall be and remain controlling as to the matters provided herein.

SECTION 17: Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 18: Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City, the County and the Corporation hereby declare that this Agreement would have been enacted without such invalid provision.

SECTION 19: Effective Date. This Agreement is effective upon the last of the County, the City, and the Corportaion to execute the same.

SECTION 20: Construction. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be constructed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

SECTION 21: Compliance with Texas Open Meetings Act. It is officially found, determined, and declared that the meeting of each of the City, the County, and the Corporation Board at which this Agreement was considered and adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Agreement, was given, all as required by Chapter 551, as amended, Texas Government Code.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of this ___ day of December, 2015.

BEXAR COUNTY, TEXAS

_____
Nelson W. Wolff, County Judge

ATTEST:

_____
Gerard C. Rickhoff, County Clerk and
Ex-Officio Officer of the Commissioners Court
of Bexar County, Texas

(Seal of Commissioners Court)

Approved as to Legal Form:

_____
Nicholas LaHood, Criminal District Attorney
Commissioners Court of Bexar County, Texas

Approved as to Financial Content:

_____
Susan Yeatts, County Auditor
Commissioners Court of Bexar County, Texas

_____
David Smith, County Manager
Commissioners Court of Bexar County, Texas

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of this ____ day of December, 2015.

SABC SOCCER PFC

_____

President, Board of Directors

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of this ____ day of December, 2015.

CITY OF SAN ANTONIO, TEXAS

Ivy R. Taylor

Mayor

56195945.1