

**FIRST AMENDMENT TO THE**  
**CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT**  
**CORPORATION AND HD SUPPLY FACILITIES MAINTENANCE, LTD.**

This First Amendment is made by and between the New Braunfels Economic Development Corporation, a non-profit corporation of the State of Texas, formerly known as the New Braunfels Industrial Development Corporation, hereinafter referred to "EDC", and HD Supply Facilities Maintenance, Ltd., a Florida limited partnership, duly authorized to transact business in Texas ("Company"), acting by and through its officers:

W I T N E S S E T H:

I.

WHEREAS, Texas Local Government Code §501.054 provides the EDC with the powers of non-profit corporations incorporated under the Texas Non-Profit Corporation Act, as amended, and Section Seven of the Bylaws of the EDC allows for the President and Secretary of the EDC to execute any contract which the Board has approved and authorized to be executed; and

WHEREAS, the global pandemic brought about by COVID-19 has resulted in federal, state and local emergency actions that have resulted in significant economic hardship for local businesses; and

WHEREAS, mandatory business closings, social distancing restrictions, and business occupancy restrictions have led to significant business interruptions and decreased revenue for local small businesses; and

WHEREAS, the original contract was entered into between the above named parties and executed on the 5<sup>th</sup> of December, 2006; and

WHEREAS, the original Contract was renewed for an additional ten years in 2015 and will continue to be in effect through December 2026; and

WHEREAS, by this Amendment to the original contract, the EDC will assume a portion of the obligation of the City of New Braunfels to Company under the original contract for fiscal years 2020 and 2021, and the EDC will enable the City of New Braunfels to fund the proposed COVID-19 Small Business Resource Grant Program; and

WHEREAS, the proposed COVID-19 Small Business Resource Grant Program will serve as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic.

NOW, THEREFORE, in consideration of the foregoing and of their respective covenants and agreements set forth herein, EDC and Company agree as follows:

AMENDMENT:

II.

1. Section 3 of the Contract is hereby deleted and replaced with the following:

For fiscal years 2020 and 2021, EDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, one-hundred percent (100%) of the sales tax revenue received by the EDC via the City of New Braunfels from the Comptroller which is verifiably connected to Company's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").

For fiscal years 2022 through the end of this Contract, EDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the EDC via the City of New Braunfels from the Comptroller which is verifiably connected to Company's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").

2. All references to New Braunfels Industrial Development Corporation and IDC are hereby deleted and replaced with New Braunfels Economic Development Corporation and EDC respectively.

3. Except as modified by this Amendment, the Contract as previously extended through December 2026 and all terms, covenants, conditions and agreements contained therein are hereby in all respects ratified, confirmed and approved, and shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed in multiple original counterparts, but being one and the same instrument, effective as of the \_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF NEW BRAUNFELS ECONOMIC  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Neal Linnartz, *President*

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jim Poage, *Corporate Secretary*

\_\_\_\_\_  
Valeria Acevedo, *City Attorney*

HD Supply GP & Management, Inc.

By: \_\_\_\_\_