

FIRST AMENDMENT TO CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This First Amendment Agreement to the CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (“**First Amendment**”), is made and entered into by and between the **COUNTY OF EL PASO, TEXAS** ("County"), a political subdivision of the State of Texas, and **Charter Communications, Inc. and affiliates identified in Exhibit E of the Original Agreement, a Delaware corporation authorized to do business in Texas, (the "Applicant")**. Each the County and the Applicant are also referred to herein as a “Party” and collectively as the “Parties.” The Effective Date shall be the last date upon which this Agreement is signed by all of the undersigned Parties (“**Effective Date**”).

WHEREAS, the Applicant and the County entered into the CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT on June 21, 2021 (“**Original Agreement**”) for the purpose of promoting local economic development and stimulating business and expanding commercial activity in the County through the expansion of Applicant's wired telecommunications company operations; and

WHEREAS, the Parties agreed that the Applicant, in accordance with the Original Agreement, would be eligible to receive a Property Tax Rebate not to exceed ONE HUNDRED AND EIGHTY-ONE THOUSAND ONE HUNDRED AND SIXTEEN 00/100 DOLLARS (\$181,116.00), and, separately, a Skills Training Grant not to exceed ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00); and

WHEREAS, although these amounts are included in multiple provisions of the Original Agreement, the Parties have identified that there is a provision in the Original Agreement that provides that the total grant amount should not exceed ONE HUNDRED AND EIGHTY-ONE THOUSAND ONE HUNDRED AND SIXTEEN AND 00/100 DOLLARS (\$181,116.00), which fails to include the Skills Training Grant amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00); and

WHEREAS, as evidenced in the Original Agreement, the Parties intended for the Applicant to be eligible to receive both the Property Tax Rebate and the Skills Training Grant in an amount not to exceed a total of TWO HUNDRED AND EIGHTY-ONE THOUSAND ONE HUNDRED AND SIXTEEN AND 00/100 DOLLARS \$281,116.00 and the Parties would like to make this intention clear;

WHEREAS, the Parties wish to enter into this First Amendment in order to reflect this intention.

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge by the Parties, the Parties agree as follows:

Adoption of Recitals. The above stated recitals are incorporated herein by reference, are hereby made a part of this License Agreement, and shall be as effective as if repeated verbatim.

ARTICLE I
AMENDMENTS TO THE ORIGINAL AGREEMENT

1. Section 1(J) of the Original Agreement be deleted in its entirety and replaced with the following:
 - a. **"Grant"** means each rebate payment made by the County to the Applicant pursuant to the terms of this Agreement. The aggregate amount that the County will provide in Grants shall not exceed \$281,116.00. This aggregate amount reflects the sum total of all applicable rebates.

ARTICLE II
GENERAL PROVISIONS

1. **Binding Effect; Assignment.** This First Amendment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
2. **Headings and Captions.** The document headings and captions contained herein are for ease of reference only and shall not affect the meaning or interpretation of this Agreement.
3. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.
4. **Amendments.** No amendment of any provision of this First Amendment shall be valid unless the same shall be in writing and signed by each of the parties hereto.
5. Except as set forth in this First Amendment, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

(Signatures follow on next page.)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 23rd day of August, 2021.


COUNTY OF EL PASO:

Hon. Ricardo Samaniego
El Paso County Judge

APPROVED AS TO CONTENT:

El Paso County Economic Development Director

APPROVED AS TO LEGAL FORM:



Assistant County Attorney

(Signatures continue on next page.)

CHARTER COMMUNICATIONS, INC.:

By: _____
Jessica M/ Fischer
Executive Vice President, Finance