

**SECOND AMENDMENT TO  
REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY  
AND  
MCKINNEY KNITTERY LLC  
CHAPTER 380 ECONOMIC DEVELOPMENT AND  
PROJECT PLAN IMPLEMENTATION AGREEMENT FOR  
119 W. LOUISIANA STREET  
MCKINNEY KNITTERY/DOWNTOWN DRY GOODS  
STOREFRONT RESTORATION PROJECT**

This Second Amendment to the Chapter 380 Economic Development Agreement and Project Plan Implementation Agreement for Storefront Restoration Project (the “Second Amendment”) is entered into by and between **REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY** (“TIRZ”) and **MCKINNEY KNITTERY LLC**, a Texas limited liability company, (“McKinney Knittery”).

**WHEREAS**, McKinney Knittery entered into that certain Chapter 380 Economic Development and Project Plan Implementation Agreement for Storefront Restoration Project on or about March 31, 2021 (“Original Agreement”) for the primary purpose of renovating and improving a vacant/underutilized historic building situated at 119 W. Louisiana Street, McKinney, Texas (“Structure”), and which project is known as the **119 W. LOUISIANA STREET – MCKINNEY KNITTERY/DOWNTOWN DRY GOODS STOREFRONT RESTORATION PROJECT** (the “Project”), located wholly within Reinvestment Zone Number One in the “Town Center” area of the TIRZ of the City of McKinney, Texas; and

**WHEREAS**, McKinney Knittery entered into that certain First Amendment to Chapter 380 Economic Development and Project Plan Implementation Agreement for Storefront Restoration Project on or about October 4, 2021 (“First Amendment”) for the primary purpose of renovating and improving a vacant/underutilized historic building situated at 119 W. Louisiana Street, McKinney, Texas (“Structure”), and which project is known as the **119 W. LOUISIANA STREET – MCKINNEY KNITTERY/DOWNTOWN DRY GOODS STOREFRONT RESTORATION PROJECT** (the “Project”), located wholly within Reinvestment Zone Number One in the “Town Center” area of the TIRZ of the City of McKinney, Texas; and

**WHEREAS**, McKinney Knittery and TIRZ now desire to further extend the term of the Project to September 30, 2022.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TIRZ and McKinney Knittery agree as follows:

## **SECTION 1. EXTENSION OF TERM OF ORIGINAL AGREEMENT**

From and after the execution of this Second Amendment, Section 1, titled “Term,” of the Original Agreement is hereby amended by replacing existing Section 1 with a new Section 1 also titled “Term” to read as follows:

### **“SECTION 1. TERM**

This Agreement shall be effective from the Effective Date until September 30, 2022, unless terminated sooner under the provisions herein.”

## **SECTION 2. MODIFICATION OF APPLICANT’S OBLIGATIONS**

From and after the execution of this Second Amendment, Section 4, entitled “Obligations of Applicant,” of the Original Agreement is hereby amended by replacing existing Paragraph a with a new Paragraph a to read as follows:

“a. The Applicant shall (1) fund and complete the Project on or before September 30, 2022, and (2) satisfy the requisites for, and receive upon final inspection, if at all, a “green tag” for the Project at the historic building at 119 W. Louisiana Street, on or before that date;”

## **SECTION 3. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Second Amendment:

- (a) Except as specifically amended herein, all provisions of the Original Agreement shall remain unchanged and in full force and effect and exist as if set forth herein in their entirety.
- (b) In the event of any conflict or inconsistency between the Original Agreement or the First Amendment and this Second Amendment, the terms of this Second Amendment shall control.
- (c) This Second Amendment is and shall be effective on the date of execution by the last party to sign this Second Amendment.

[Signature Page Follows]

**MCKINNEY KNITTERY LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: GINGER HAYES  
Title: Owner

Date: \_\_\_\_\_

**REINVESTMENT ZONE NUMBER ONE,  
CITY OF MCKINNEY**

By: \_\_\_\_\_  
Name: CHARLIE PHILLIPS  
: Chairman  
Title:

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary  
JOSHUA STEVENSON  
Deputy City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARK S. HOUSER  
Attorney for Reinvestment Zone Number One,  
City of McKinney

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