

AMENDMENT TO CONSIGNMENT AGREEMENT

THIS AMENDMENT TO CONSIGNMENT AGREEMENT (this "Amendment"), is made as of the ____ day of _____, 20____, by and between the McKinney Convention and Visitor's Bureau, Inc., a Texas non-profit corporation (hereinafter "MCVB"), and Windy Gallagher, an individual doing business as Made in McKinney (hereinafter "MiM"), witnesseth that:

WHEREAS, MiM has previously entered into a Consignment Agreement (the "Agreement") with MCVB that has been previously renewed on two occasions; and

WHEREAS, the Agreement is about to expire according to its terms and MiM desires to enter into a "Renewal Term at the end of the Initial Term" to extend the Agreement and MCVB agrees to the extension of the Agreement for one additional one (1) year Renewal Term ("Extension"); and.

WHEREAS, MiM has requested that MCVB continue to provide MiM with security for MiM's inventory containing "McKinney-logoed designs" in the event MCVB elects not to enter into a Renewal Term at the end of a Renewal Term or otherwise.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the parties hereby agree as follows:

Section 1. Agreement Incorporated by Reference. The Consignment Agreement entered into as of the 1st day of October, 2014, by and between the McKinney Convention and Visitor's Bureau, Inc., a Texas non-profit corporation, and Windy Gallagher, an individual doing business as Made in McKinney, is attached hereto as Exhibit 1 and incorporated herein by reference for all purposes allowed by law just as though said Agreement was set out in full in this Extension.

Section 2. Amendment of Section 2.03 entitled "Term." The Agreement is hereby amended by deleting Section 2.03, "Term," in its entirety and replacing said section with a new Section 2.03 that is also entitled "Term," to read as follows:

“2.03 **Term**”

The term of this Agreement shall be for a period of one (1) year, commencing on October 1, 2015, unless mutually extended by written agreement of the parties or unless sooner terminated as provided herein. At the end of the current term, the parties by mutual agreement shall have the option to renew and extend the term of this Agreement for additional one (1) year terms (referred to as a "Renewal Term"), such renewals being on terms acceptable to the parties. The parties agree and understand that nothing in this Agreement shall be construed to deny the MCVB access to the Consignment Area at any time during the term and any Renewal Terms of this Agreement, and MiM's rights provided for by this Agreement shall be subject to the rights of the MCVB in the Storefront Office. In the event MCVB elects to

terminate this Agreement for a reason other than breach, default or non-performance by MiM or elects not to enter into a Renewal Term at the end of any term or Renewal Term, MCVB agrees to purchase any MiM inventory containing “McKinney-logged designs” thereon that is located within the Consignment Area on the date of notice of termination or non-renewal; however the purchase shall not exceed \$3,000.00 of inventory (valued by MiM’s actual cost, not by the retail price thereof).

The provisions of this Section 2.03 are subject to the provisions of Section 2.15, which authorize the MCVB to terminate this Agreement, without penalty or cause, at any time, upon sixty (60) days written notice given to MiM.”

Section 2. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Amendment:

- A. Except as specifically amended herein, all provisions of the 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 Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

McKINNEY CONVENTION AND VISITOR’S BUREAU
a Texas non-profit corporation

By: _____
DEE-DEE GUERRA,
Executive Director

Date: _____

WINDY GALLAGHER, an individual
doing business as MADE IN MCKINNEY

By: _____

Date: _____

APPROVED AS TO FORM:

MARK S. HOUSER
MCVB Attorney

Exhibit 1
Consignment Agreement