

**FIRST AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT AND PROJECT PLAN
IMPLEMENTATION AGREEMENT FOR 101 W. LOUISIANA STREET
EXTERIOR ROOF PARAPET RESTORATION WITH DECORATIVE
DETAIL AND CORNICE IMPROVEMENTS PROJECT
BY AND BETWEEN
REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY
AND
COIT/PLANO PARKWAY, LTD.**

This First Amendment to the Chapter 380 Economic Development Agreement and Project Plan Implementation and Loan Agreement (the "First Amendment") is entered into by and between Reinvestment Zone Number One, City of McKinney ("TIRZ") and Coit/Plano Parkway, Ltd., a Texas limited partnership (hereinafter "C.P.P., Ltd."), as follows.

WHEREAS, C.P.P., Ltd. entered into that certain Chapter 380 Economic Development and Project Plan Implementation Agreement for certain improvements to the property and structure(s) situated at 101 W. Louisiana Street (the "Original Agreement") with TIRZ for the primary purpose of renovating and improving a vacant/underutilized historic building situated at 101 W. Louisiana Street, McKinney, Texas ("Structure"), and which project is known as the 101 W. Louisiana Street Exterior Roof Parapet Restoration With Decorative Detail And Cornice Improvements Project (the "Project") located wholly within Reinvestment Zone Number One in the "Town Center" area of the TIRZ of McKinney, Texas; and

WHEREAS, C.P.P., Ltd. has requested that the date for completion of the Project be extended and TIRZ consents to such extension.

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, TIRZ and C.P.P., Ltd., agree as follows:

SECTION 1. AMENDMENT

From and after the effective date of this First Amendment, Section 4 of the Original Agreement, entitled "Obligations of C.P.P., Ltd.," is hereby amended by amending Paragraph (a) of Section 4 to read as follows:

- "a. C.P.P., Ltd. shall fund and complete the Project on or before November 30, 2016, and shall receive a final "green tag" inspection for the Project at the historic building at 101 W. Louisiana Street on or before that date;"

SECTION 2. MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this First 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 and this First Amendment, the terms of this First Amendment shall control.
- (c) This First Amendment is and shall be effective on the date of execution by the last party to sign this First Amendment.
- (d) This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

COIT/PLANO PARKWAY, LTD., A Texas Limited Partnership, By and Through its General Partner Coit/Plano Parkway Management, LLC, a Texas Limited Liability Corporation

By: _____
Name: James A. Collier
Title: President
Date: _____

REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY

By: _____
Name: Don Day
Title: Chairman
Date: _____

ATTEST:

By: _____
Name: Sandy Hart, TRMC, MMC
Title: TIRZ SECRETARY
Date: _____

APPROVED AS TO FORM:

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

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