

**FIRST AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT
BETWEEN
CITY OF MCKINNEY, TEXAS
AND
VCIM PARTNERS, L.P.**

WHEREAS, CITY OF MCKINNEY, TEXAS (“City”) and **VCIM PARTNERS, L.P.** (“Owner”) have heretofore entered into that certain Chapter 380 Economic Development Program and Agreement with an effective date of November 26, 2012 (the “Agreement”);

WHEREAS, the Agreement provides for the construction by Owner of Public Infrastructure and corporate office buildings in exchange for which the City agreed to grant to Owner conditional economic development grants based on the timely completion of the Project;

WHEREAS, the stated intent of the Agreement is to develop and improve private and public infrastructure as well as constructing corporate office buildings to enable businesses to expand and relocate their operations within the McKinney Corporate Center at Craig Ranch;

WHEREAS, Owner has requested an amendment to the Agreement to expand the definition of primary infrastructure to include additional proposed public infrastructure, and to the extend the time of performance for the Owner.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, City and Owner modify the Agreement in the following particulars:

- 1.** All words capitalized herein that are not otherwise defined in this Amendment shall have the definition provided in the Agreement.
- 2.** Paragraph 2.i. is hereby amended so that the definition of “Primary Infrastructure” eligible for reimbursement as part of the Primary Grant shall also include a deceleration lane along the westbound frontage road for Highway 121 (Sam Rayburn Tollway), to create a right turn lane into northbound Weiskopf in Craig Ranch (the “Deceleration Lane”), so long as there are funds available to reimburse the Owner for the cost of constructing the Deceleration Lane after the Owner has been reimbursed for completion of the Primary Infrastructure. Notwithstanding the foregoing, while the cost of constructing the Deceleration Lane will be eligible for reimbursement through the Primary Grant, Owner is not required to construct the Deceleration Lane to be eligible for the Primary Grant.
- 3.** Paragraph 4.a. is hereby amended to extend the completion date for the Primary Infrastructure from October 1, 2014, to January 31, 2015, subject to force majeure.
- 4.** All provisions of the Agreement not in conflict with this Amendment are hereby ratified by Owner and City and shall remain in full force and effect.

Executed by the parties hereto to be effective on the execution date of the last party.

OWNER:

VCIM PARTNERS, L.P.,
a Texas limited partnership

By: VCIM, LLC,
a Texas limited liability company,
its General Partner

By: _____
Robert J. Holcomb, Manager

By: _____
David H. Craig, Manager

Date Executed: _____

CITY OF MCKINNEY

By: _____
Tom Muehlenbeck, Interim City Manager

Date Executed: _____

ATTEST:

SANDY HART, TRMC, MMC
City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2014, by Tom Muehlenbeck, Interim City Manager of the **CITY OF MCKINNEY**, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF KANSAS

COUNTY OF JOHNSON

This instrument was acknowledged before me on the ____ day of _____, 2014, by Robert J. Holcomb, Manager of VCIM, LLC, a Texas limited liability company, the General Partner of **VCIM PARTNERS, L.P.**, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Kansas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2014, by David H. Craig, Manager of VCIM, LLC, a Texas limited liability company, the General Partner of ***VCIM PARTNERS, L.P.***, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas