

## **First Amendment to the Reimbursement Agreement (aka Purchase of “Phase 1 Services” Work Product)**

This FIRST AMENDMENT to the REIMBURSEMENT AGREEMENT (AKA PURCHASE of “PHASE 1 SERVICES” WORK PRODUCT) (the “*First Amendment*”) is entered into by and between **CITY OF MCKINNEY, TEXAS**, a Texas home-rule municipal corporation (“*City*”) and **GRIFFIN / SWINERTON, LLC**, a State of Delaware limited liability company (“*Developer*”), as of September \_\_\_\_, 2023. City and Developer may individually be referred to herein as a “*Party*,” and collectively as the “*Parties*.”

### **RECITALS**

- A. City and Developer have entered into a written Pre-Development Agreement, dated February 3, 2023 (the “PDA”) for pre-development work for the expansion of the general aviation facilities at the McKinney National Airport.
- B. City and Developer also entered into a written Reimbursement Agreement, dated February 3, 2023 (the “Reimbursement Agreement”), relating to deferred payment for services performed by Developer under the PDA.
- C. City and Developer desire to amend certain terms of the Reimbursement Agreement as set forth in this Amendment.

### **FIRST AMENDMENT**

- 1. **Incorporation of Recitals.** All of the recitals set forth above are hereby approved and incorporated into the body of this First Amendment for all purposes allowed by law as if copied in their entirety.
- 2. **Defined Terms.** Capitalized terms that are not defined in this Amendment shall have the meanings ascribed to them in the Reimbursement Agreement.
- 3. **Amendment to Section 2, entitled “Term and Termination of Agreement.”** From and after the effective date of this First Amendment, Section 2 is hereby deleted in its entirety and replaced with a new Section 2, also entitled “Term and Termination of Agreement,” to read as follows:

#### **“2. TERM AND TERMINATION OF AGREEMENT.**

The term of this Agreement shall commence upon the Effective Date and shall terminate upon the Termination Date. For purposes of this Agreement, the “**Termination Date**” shall mean the date when any of the following events has occurred: (a) Owner elects not to proceed with the Project; (b) the PDA expires or is terminated by Owner or Developer; (c) the Parties execute a development agreement for the Project, as contemplated by the PDA; or (d) the latter of December 15, 2023, or sixty (60) days after DEVELOPER’s delivery of the GMP and all associated documentation to OWNER. The date in subsection (d) in the prior sentence may be extended only by mutual agreement of the Parties, and City Manager is authorized to exercise

any such extension on behalf of Owner without further approval of the City Council.”

4. **Miscellaneous Provisions.** The following miscellaneous provision are a part of this First Amendment:

- (a) Except as specifically amended herein, all provisions of the Reimbursement 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 Reimbursement 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year set forth above.

***OWNER:***

***CITY OF MCKINNEY, TEXAS***, a Texas home-rule municipal corporation

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

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

ATTEST:

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary  
TENITRUS BETHEL  
Deputy City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. HOUSER  
City Attorney

**DEVELOPER:**  
**GRIFFIN/SWINERTON, LLC**, a State of  
Delaware limited liability company

By: \_\_\_\_\_

Name: Roger Torriero

Title: Principal

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

By: \_\_\_\_\_

Name: Korin Crawford

Title: Executive Vice President

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