

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

This First Amendment to the Development Agreement (the “Amendment”) is made and entered into as of July 8, 2024, by and between Cannon Hospitality, LLC (the “Owner”) and the City of Mansfield, a Texas municipal corporation of Tarrant, Johnson, and Ellis Counties, Texas (the “City”), and the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, City of Mansfield, Texas (the “Board”).

WHEREAS, the Owner, City, and Board entered into a Development Agreement dated to be effective on June 27, 2024 (the “Agreement”); and

WHEREAS, the recitals in the Agreement are restated this Amendment as if fully set forth herein, and the defined terms shall have the meaning as assigned to such terms in the Agreement, unless otherwise specifically defined in this Amendment; and

WHEREAS, the parties desire to amend the Agreement to provide for a reduction in the Development Fees (defined below) to be paid to the City and to defer payment of the Development Fees to the time of the issuance of the Certificate of Occupancy for the Private Improvements;

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

1. Amendment to Development Fees

The Development Fees (collectively and individually shown below), which the Owner was obligated to pay pursuant to the City’s regulations in the Agreement are hereby amended, deferred, and reduced by the City as an economic development grant incentive pursuant to Texas Local Gov’t Code Ch. 380, to be paid by the Owner at the time of issuance of the Certificate of Occupancy for the Private Improvements, as follows:

<u>Development Fee Type</u>	<u>Original Fees</u>	<u>New Fee at Time of Certificate of Occupancy</u>
Plan Review Fee	\$200.00	\$200.00
New Non Residential	\$52,783.50	\$21,113.40
Roadway Impact Fee	\$272,360.00	\$68,090.00
Sewer Impact Fee	\$49,950.00	\$19,980.00
Water Impact Fee	\$99,900.00	\$39,960.00
Water Impact Fee 2nd Meter	\$10,200.00	\$4,080.00
Total	\$485,393.50	\$153,423.40

The City anticipates that the difference in the reduced Development Fees may be reimbursed or paid to the City by the Board from tax increment available in the tax increment fund of the Zone pursuant to Texas Tax Code Ch. 311.010(h).

2. Texas Boycott Prohibitions

Subsection T. of Section 12. "Texas Boycott Prohibitions" is hereby amended to include the following certification by the Owner: "(4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country."

3. Effect of Amendment

Except as expressly amended hereby, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

4. Counterparts

This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Development Agreement as of the day and year first above written.

OWNER

Cannon Hospitality, LLC

By: _____

Name: Amar Patel

Title: Managing Member

CITY

City of Mansfield, Texas

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: Susan Marin

Title: City Secretary

APPROVED AS TO FORM:

By: _____

Name: Ashley Dierker

Title: City Attorney

**BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE,
CITY OF MANSFIELD**

Board Chairman

Date: _____