

**FIRST AMENDMENT to
AMENDED AND RESTATED MASTER ECONOMIC DEVELOPMENT AGREEMENT
(Traditions Project)**

This First Amendment to Amended and Restated Master Economic Development Agreement (Traditions Project) (“Amendment”) is executed effective as of the ___ day of _____, 2016, by and between the City of Bryan, a Texas home rule city (“Bryan”); Bryan Commerce and Development, Incorporated, a Texas local government corporation (“BCD”); and Traditions Acquisition Partnership, L.P., a Texas limited partnership (“TAP”).

WHEREAS, Bryan, BCD and TAP entered into that certain Amended and Restated Master Economic Development Agreement (Traditions Project) dated October 14, 2009 (“MEDA”); and

WHEREAS, Bryan, BCD and TAP desire to execute this Amendment in order to extend an option period related to that certain tract of land identified in the MEDA as Parcel 35.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Paragraph 2.07(b) of the MEDA is hereby amended such that the reference to “five (5) years” within such subparagraph shall instead be a reference to “five (5) years and ninety-two (92) days” within such subparagraph; and

2. The parties desire to confirm that the date of Substantial Completion referenced in Paragraph 2.07(b) of the MEDA is defined as March 1, 2011, and therefore in conjunction with this Amendment, the final day of the option period referred to in Paragraph 2.07(b) shall be June 1, 2016. TAP will not seek final plat approval for any portion of Parcel 35 during the period of extension from March 1, 2016 until June 1, 2016.

3. No later than June 1, 2016, TAP shall provide good faith cost estimates for (i) developing Parcel 35 in accordance with Paragraph 2.07 of the MEDA, (ii) developing Parcel 35 in accordance with Paragraph 2.07(b) of the MEDA and (iii) developing Parcel 35 and any other land in accordance with the new proposal being formulated during the extension period.

4. Except as amended hereby, the MEDA shall remain in full force and effect. To the

extent of any conflict between the terms and provisions of the MEDA and this Amendment, the terms and provisions of this Amendment shall govern and control. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Amendment may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument. A telecopied or e-mailed facsimile of a duly executed counterpart of this Amendment shall be sufficient to evidence the binding agreement of each party to the terms hereof.

IN WITNESS WHEREOF, Bryan, BCD and TAP have executed this Amendment effective as of the date set forth above.

[Signature page follows]

ATTEST:

BRYAN COMMERCE AND DEVELOPMENT,
INCORPORATED, a Texas local government
corporation

Mary Lynne Stratta, City Secretary

By: _____
Jason Bienski, President

APPROVED AS TO FORM:

Janis Hampton, City Attorney

ATTEST:

CITY OF BRYAN

Mary Lynne Stratta, City Secretary

By: _____
Jason Bienski, Mayor

APPROVED AS TO FORM:

Janis Hampton, City Attorney

TRADITIONS ACQUISITION PARTNERSHIP, L.P.,
a Texas limited partnership

By: Traditions Acquisition Partnership GP, LLC,
a Texas limited liability company, Its General
Partner

By: _____
W. Spencer Clements, Jr.,
Vice President