

FIRST AMENDMENT TO THE
CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE
AGREEMENT BETWEEN THE CITY OF BURLESON, THE BURLESON 4A
ECONOMIC DEVELOPMENT CORPORATION, THE BURLESON COMMUNITY
SERVICE DEVELOPMENT CORPORATION, AND AC BURLESON, LLC

This First Amendment to the Chapter 380 Economic Development and Performance Agreement (the "Amendment") is made and entered into on this ____ day of February, 2023, by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager, the Burleson 4A Economic Development Corporation ("EDC"), a Texas municipal development corporation located in the City, by and through its Board President, the Burleson Community Service Development Corporation ("BCSDC") acting by and through its Board President, and AC Burleson, LLC ("Alley Cats"), a Texas limited liability company, acting by and through its manager. City, EDC, BCSDC, and Alley Cats are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, on or about December 13, 2021, the City, the EDC, BCSDC and Alley Cats entered into that certain Chapter 380 Economic Development and Performance Agreement (the "Agreement" as attached hereto as Exhibit A); and

WHEREAS, the parties desire to amend the Agreement by revising it to read as set forth below, with all other terms to remain unchanged.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 4.01 "Covenants Regarding Alley Cats Development and Operations" of the Agreement is hereby amended and replaced to read as follows:

"4.01 Covenants Regarding Alley Cats Development and Operations. In consideration of City agreeing to pay Alley Cats the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, Alley Cats agrees to the following, which are not obligations of Alley Cats, but are duties that must be fulfilled in order to receive Grant Payments and Incentives:

- (A) Design and construct the Development in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- (B) Design and construct the Development in substantial conformance with the Concept Plan.

- (C) Operate the Development in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- (D) Design and construct the Development to include the following amenities:
 - D.01 Bowling Lanes;
 - D.02 Secondary Bowling Lanes for corporate and other events, including parties;
 - D.03 Arcade;
 - D.04 Laser Tag;
 - D.05 Miniature Golf;
 - D.06 Batting Cages;
 - D.07 Go-Karts; and
 - D.08 Meeting Room with a seated capacity of at least 100 people.
- (E) Design and construct the Development to include an entrance to the Corporate Headquarters that is marked and signed as the corporate headquarters of Alley Cats and that is separate and distinct from the entrance to the Family Entertainment Center.
- (F) If Alley Cats does not own fee simple title to the Property as of the Effective Date, enter into a real estate contract to purchase fee simple title to the Property by December 31, 2021.
- (G) Complete a pre-development meeting with the City by December 31, 2021.
- (H) Complete platting and zoning approval by the City Council by April 30, 2022.
- (I) If Alley Cats does not own fee simple title to the Property as of the Effective Date, purchase and acquire fee simple title to the Property by June 30, 2022.
- (J) Commence construction of the Development no later than July 31, 2022.
- (K) Complete construction of the Development no later than **August 1, 2024**.
- (L) Make a minimum Capital Investment of no less than TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00) in the Property no later than **August 1, 2024**.
- (M) Relocate the Alley Cats corporate headquarters to the Corporate Headquarters no later than **August 1, 2024**.

- (N) Opening Date for the Family Entertainment Center and Corporate Headquarters no later than **August 1, 2024**.
- (O) After the Opening Date, operate the Family Entertainment Center and Corporate Headquarters for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) consecutive days, in each event, subject to extensions for force majeure.
- (P) Alley Cats shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set forth herein."

2. **Effect of Amendment.** All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

[Signature pages to follow]

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BURLESON

By: _____
Bryan Langley, City Manager

Date: _____

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on _____, 20__ by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]

Notary Public, State of Texas

**BURLESON 4A ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: _____

Title: Board President

Date: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by
_____, known personally by me to be the Board President of the
Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

Notary Public, State
of Texas

**BURLESON COMMUNITY SERVICES
ECONOMIC DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: Board President

Date: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by
_____, known personally by me to be the Board President of the
Burleson Community Services Development Corporation, on behalf of said entity.

[Notary Seal]

Notary Public, State of Texas

AC BURLESON, LLC

By: 

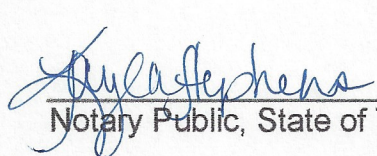
Brian K. Smith, Manager

Date: 1-26-2023

STATE OF TEXAS
COUNTY OF Tarrant

This instrument was acknowledged before me on Jan 26, 2023 by Brian K. Smith, known personally by me to be the Manager of AC Burleson, LLC, on behalf of said entity.

[Notary Seal]

 / Kayla Stephens
Notary Public, State of Texas

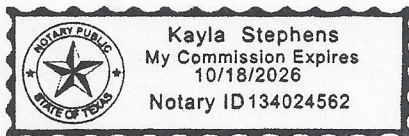


Exhibit A
The Agreement