

## FIRST AMENDMENT TO

### CHAPTER 380 AND ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BURLESON, THE BURLESON COMMUNITY SERVICE DEVELOPMENT CORPORATION, AND RAZZOO'S, INC.

This First Amendment to the Chapter 380 Economic Development Agreement ("Amendment") is made and entered into as of November 13, 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 Community Service Development Corporation ("BCSDC") acting by and through its Board President, and Razzoo's, Inc., ("Razzoo's") a Texas corporation, by and through its authorized executive.

#### RECITALS:

WHEREAS, on or about May 17, 2021, the City, the BCSDC, and Razzoo's entered into that Chapter 380 Economic Development Agreement (the "Agreement," attached hereto as Exhibit "A" and incorporated herein by reference for all purposes); 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. **Amendment.** Subsection (F) of Section 4.01 entitled "Covenants Regarding RAZZOO'S Development and Operations" of Article 4 entitled "Covenants of Razzoo's" of the Agreement is hereby amended by revising 4.01(F) to read as follows:

"(F) Opening Date for the Restaurant no later than September 1, 2023, subject to Article 12 of this Agreement."

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. Except for the terms modified by this Amendment, the parties hereby ratify the remainder of the Agreement in its entirety.

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

**THE CITY OF BURLESON,  
a Texas municipal corporation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by \_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of the City of Burleson, on behalf of said City.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**BURLESON COMMUNITY SERVICES  
ECONOMIC DEVELOPMENT  
CORPORATION,  
a Texas economic development corporation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by  
\_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of the  
Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**RAZZOO'S, INC.,  
A Texas corporation**

By: 

Name: THOMAS MARSHALL

Title: CFO

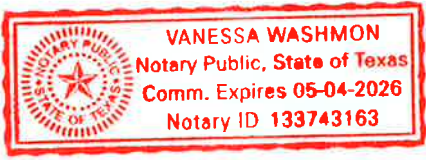
Date: 10/18/23

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on 10/18, 2023 by THOMAS MARSHALL, known personally by me to be the CFO of Razzoo's, Inc., on behalf of said entity.

[Notary Seal]

  
Notary Public, State of Texas



**Exhibit "A"**  
**The Agreement**

**CHAPTER 380 AND ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE  
CITY OF BURLESON, THE BURLESON COMMUNITY SERVICE DEVELOPMENT  
CORPORATION, AND RAZZOO'S, INC.**

This Chapter 380 Economic Development and Performance Agreement (the "Agreement") is entered into as of 5-18-21 (the "Effective Date") 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 Community Service Development Corporation ("BCSDC") acting by and through its Board President, and RAZZOO'S, Inc., ("RAZZOO'S") a Texas corporation, by and through its authorized managers.

**WITNESSETH:**

**WHEREAS**, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, RAZZOO'S desires to participate in the Program by entering into this Agreement; and

**WHEREAS**, the Burleson City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that RAZZOO'S's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City; and

**WHEREAS**, the City is authorized by Article 52-a Texas Constitution, and Section 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City has established an entertainment, tourist, public park, and open space center with the construction of a public space known as the Mayor Vera Calvin Plaza (the "Plaza"); and

**WHEREAS**, the City desires to encourage and incentivize high quality development around the Plaza with Old Town Burleson architecture (as defined in the City's Zoning Ordinance) and ties to existing walkability comprised of retail, restaurants and some commercial; and

**WHEREAS**, BTX Old Town, LLC, a Texas limited liability corporation ("BTX"), pursuant to a Chapter 380 and Economic Development and Performance Agreement for Public and Private Improvements in Tax Increment Financing Reinvestment Zone Number Two with the City, the Burleson 4A Economic Development Corporation, and the Tax Increment Financing Reinvestment Zone Number Two, is developing mixed-use

facilities on certain parcels near the Plaza in the Original Town of Burleson subdivision addressed as 135 West Ellison Street, 140 West Bufford Street and 114 West Ellison Street; and

**WHEREAS**, RAZZOO'S is under contract with BTX to lease certain land and to-be-constructed improvements on one of the lots or tracts located at 135 West Ellison Street, Burleson, Texas, as depicted on **Exhibit "A"** (the "Property"), and the Property is located in the City of Burleson, Johnson County, Texas; and

**WHEREAS**, RAZZOO'S proposes to operate a restaurant on the Property; and

**WHEREAS**, the City has found the Development and operation of the Restaurant will contribute to an increase in economic development in the City; and

**WHEREAS**, the BCSDC has determined and found that the incentives and grant of sales tax proceeds contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 505.152, in that the expenditures are for a restaurant and concession related and directly adjacent to the Plaza that enhance the Plaza; and

**WHEREAS**, the Property is not owned or leased by any member of the Burleson City Council or any member of the City Planning and Zoning Commission; and

**WHEREAS**, the Burleson City Council finds and determines that RAZZOO'S performance of its obligations herein will revitalize Old Town Burleson and promote local economic development and stimulate business and commercial activity in the City.

**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:

#### **ARTICLE 1.** **AUTHORIZATION**

The Burleson City Council finds and determines that this Agreement is authorized by Chapter 380 of the Texas Local Government Code and Chapters 501 and 505 of the Texas Local Government Code.

#### **ARTICLE 2.** **DEFINITIONS**

- 2.01 The terms "Agreement," "BCSDC," "BTX," "City," "Effective Date," "Plaza," "Program," "Property," and "RAZZOO'S" shall have the meanings provided, above.
- 2.02 "Available Sales Taxes" means the amount of Sales Tax actually and lawfully received by the City from the Texas Comptroller of Public Accounts attributable to

gross taxable sales at the Restaurant during each calendar year or portion thereof during the Term of this Agreement.

- 2.03 "Capital Investment" means and shall include all tenant finish-out costs incurred relating to the improvement of the Property, including actual construction costs of structures, landscaping, and other onsite improvements, including all labor and materials, but shall not include the purchase price of the building and actual construction costs of all buildings, utilities, and infrastructure.
- 2.04 "City Sales Tax" means the tax authorized and levied pursuant to Section 321.101 of the Texas Tax Code and payable into the general fund, currently established at one percent (1%). City Sales Taxes shall not include sales and/or use taxes levied and collected exclusively for special purposes (such as a Type A or B Corporation) created and operating under the Development Corporation Act, codified in subtitle C1 of Title 12, Texas Local Government Code, transit districts. If the City, at its discretion ever elects to, or the voters choose to, reallocate the City Sales Tax and to levy less than a one percent (1%) sales tax, then "City Sales Taxes" shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual City Sales Tax levied on gross taxable sales. Should the voters or the City set the City Sales Tax rate at more than one percent (1%), the City Sales Tax will not exceed one percent (1%).
- 2.05 "Concept Plan" means the plan depicted on **Exhibit "B"**.
- 2.06 "Development" means the construction of the Restaurant and related landscaping and onsite infrastructure on the Property.
- 2.07 "Grant Payment(s)" means the periodic payments of a percentage of Available Sales Taxes as provided herein.
- 2.08 "Grant Payment Cap" has the meaning set forth in Section 5.02 of this Agreement.
- 2.09 "Incentives" mean the combined contributions, monetary or otherwise, of the City and the BCSDC towards completion of the Development, as required by this Agreement.
- 2.10 "Opening Date" means that date on which RAZZOO'S opens the Restaurant.
- 2.11 "Property" means located at 135 West Ellison, Burleson, Texas.
- 2.12 "Restaurant" means a RAZZOO'S sit down and take out restaurant comprised of approximately 6,000 square feet, which includes outdoor patio, located on the Property operated in a manner substantially similar to the RAZZOO'S Cajun Cafe located at 1414 Market Place Blvd, Irving, TX 75063.
- 2.13 "Sales Tax" shall mean the combination of the City Sales Tax and Type B Sales Tax, the combination of which is currently established at one and one-half percent (1.5%).



- 2.14 "Type B Sales Tax" means the tax authorized, adopted, levied and/or collected by or on behalf of the City pursuant to Section 321.101(b) of the Texas Tax Code, as amended and/or replaced, currently established at one-half of one percent (0.5%), for use by the Burleson Community Service Development Corporation, a Type B economic development corporation, operating pursuant to Chapter 505 of the Texas Local Government Code, as amended and/or replaced. If the City, at its discretion ever elects to, or the voters choose to, reallocate the Type B Sales Tax and to levy less than a one-half of one percent (0.5%) sales tax, then "Type B Sales Taxes" shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual Type B Sales Tax levied on gross taxable sales. Should the voters or the City set the Type B Sales Tax rate at more than one-half of one percent (0.5%), the Type B Sales Tax will not exceed one-half of one percent (0.5%).

**ARTICLE 3.**  
**TERM**

The term of this Agreement shall commence on the Effective Date and will terminate ten (10) years following the date RAZZOO'S receives a Certificate of Occupancy on the Property.

**ARTICLE 4.**  
**COVENANTS OF RAZZOO'S**

- 4.01 Covenants Regarding RAZZOO'S Development and Operations. In consideration of City agreeing to pay RAZZOO'S the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, RAZZOO'S agrees to the following, which are not obligations of RAZZOO'S, but are duties that must be fulfilled in order to receive Grant Payments:
- (A) To the extent allowed under the agreement with BTX for the construction of the Development, 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, subject to the approval of the Burleson Old Town Design Standards Board.
  - (B) To the extent allowed under the agreement with BTX for the construction of the Development, design and construct the Development in substantial conformance with the Concept Plan.
  - (C) Operate the Development and Restaurant 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) Enter into a valid, written commercial lease agreement for operation of the Restaurant at the Property by February 28, 2023.
  - (E) Make a Capital Investment of no less than SEVEN HUNDRED-FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000) by March 31, 2023.
  - (F) Opening Date for the Restaurant no later than March 31, 2023, subject to Article 12 of this Agreement.
  - (G) After the Opening Date, RAZZOO'S shall operate the Restaurant 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) days.
  - (H) RAZZOO'S 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.
  - (I) RAZZOO'S shall routinely and regularly use the patio portions of the Development as part of the Restaurant as depicted in the Concept Plan.
  - (J) After the Opening Date, RAZZOO'S shall work in good faith with the City to reasonably schedule, plan and coordinate use of the patio portion of the Development with events that will occur in the Plaza.
- 4.02 Verification of Capital Investment. Within 30 days following the Opening Date, upon written request of the City, RAZZOO'S shall (or shall cause one of its Affiliate to) provide written verification to the City that the Capital Investment made by RAZZOO'S meets or exceeds the requirements set forth in this Agreement. The City may request, and RAZZOO'S hereby agrees that it will (and will cause its Affiliates to) permit reasonable review of information (at no cost, expense or liability to any RAZZOO'S or Affiliate) that permits the City to verify that the Capital Investment made by RAZZOO'S meets or exceeds the requirements of this Agreement, excluding (i) financial information of any BCS Entity or an Affiliate not related to the corresponding Improvements, and (ii) proprietary information.

**ARTICLE 5.  
PROGRAM GRANT**

- 5.01 Subject to RAZZOO'S complying with his duties and obligations under this Agreement, the City agrees that, subject to the terms and conditions contained herein, RAZZOO'S shall be entitled to receive Grant Payments and benefits according to the schedule set forth in this Article.
- 5.02 The maximum Grant Payments cumulatively available to RAZZOO'S over the term of this Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000).

- 5.03 The City shall make Grant Payments to RAZZOO'S in annual installments equal to one hundred percent (100%) of Available Sales Taxes received by the City for the prior calendar year of the restaurant's operation.
- 5.04 The Grants Payments shall cease upon the earlier of:
- (A) The date upon which the Grant Payment is paid for the final twelve (12) month period ending ten years following the date RAZZOO'S receives a Certificate of Occupancy on the Property; or
  - (B) The date upon which the Grant Payment Cap has been reached.
- 5.05 For each calendar year in which a grant payment is requested, RAZZOO'S agrees to provide a release to the City that will allow the Texas Comptroller of Public Accounts (the "Comptroller") to release information to the City that documents the amount of Available Sales Taxes collected by the Comptroller for the City from the Restaurant (the "Sales Tax Disclosure"). The City and RAZZOO'S shall rely on the Sales Tax Disclosure as accurate and definitive for purposes of this Agreement. City shall not be required to pay RAZZOO'S the Grant Payments under this Article until such time that RAZZOO'S provides the required release and the Comptroller provides the Sales Tax Disclosure.
- 5.06 Following receipt of the Sales Tax Disclosure and the receipt of Available Sales Taxes by City, City shall pay RAZZOO'S the annual installment of Grant Payments due hereunder, subject to the terms and provisions of this Agreement, within 60 days. Both parties acknowledge that as of the Effective Date of this Agreement, the Sales Tax Disclosure and disbursement of Available Sales Taxes for the prior calendar year to City by Comptroller is expected to occur no sooner than March 1 of each calendar year.

**ARTICLE 6.**  
**RIGHT-OF-WAY USE AGREEMENT**

- 6.01 The parties shall work in good faith together to select, execute, and implement a right-of-way use agreement at a future date that will allow RAZZOO'S to utilize no more than three (3) parking spaces off of Wilson street for to-go orders from the Restaurant if the Restaurant is developed to have a to-go entrance that is separate and distinct from the main entrance to the Restaurant, subject to terms and conditions of use agreed to by the City. Nothing herein shall be construed as the City granting RAZZOO'S any right to use the right-of-way, but only as a duty for the parties to negotiate towards such purpose at a future date in good faith.

**ARTICLE 7.**  
**REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS**

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson,

Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, RAZZOO'S voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, RAZZOO'S voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) RAZZOO'S's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind RAZZOO'S and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

**ARTICLE 8.  
AUTHORITY; COMPLIANCE WITH LAW**

- 8.01 RAZZOO'S hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by RAZZOO'S and this Agreement constitutes the legal, valid and binding obligation of RAZZOO'S, and is enforceable in accordance with its terms and provisions.
- 8.02 Notwithstanding any other provision of this Agreement, RAZZOO'S shall comply with all federal, state, and local laws.
- 8.03 During the term of this Agreement, RAZZOO'S agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), RAZZOO'S shall repay the amount of the Incentives received by RAZZOO'S as of the date of such violation within 120 business days after the date RAZZOO'S is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to RAZZOO'S's violation of this Article.

**ARTICLE 9.  
DEFAULT AND REMEDIES**

9.01 Default by RAZZOO'S.

- (A) In the event: (i) RAZZOO'S fails to fulfill its obligations under Article 4 of this Agreement; (ii) RAZZOO'S has delinquent ad valorem or sales taxes owed to the City provided that RAZZOO'S retains the right to timely and properly protest and/or contest any such taxes; or (iii) RAZZOO'S materially breaches any of the material terms and conditions of this Agreement, then RAZZOO'S after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give RAZZOO'S written notice of such breach and/or default, and if RAZZOO'S has not cured such breach or default within 90 days after receipt of such notice, the City may terminate this Agreement by written notice to RAZZOO'S, and the City shall have no further obligation to RAZZOO'S.
- (B) In the event RAZZOO'S fails to comply with Section 4.01 and closes or ceases operation prior to the end of the Term of this Agreement, RAZZOO'S shall not be entitled to any additional payments from City.

9.02 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson.

**ARTICLE 10.  
RIGHT OF OFFSET**

RAZZOO'S agrees that, subject to the provision of Notice by City and 90-day period following receipt of Notice in which RAZZOO'S may respond or act, City may offset the amount of any compensation due to RAZZOO'S for any calendar year under this Agreement against any amount which is: (i) lawfully due to City from RAZZOO'S, and (ii) not subject to challenge by RAZZOO'S in a court of competent jurisdiction by RAZZOO'S.

**ARTICLE 11.  
VENUE AND GOVERNING LAW**

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts

of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

**ARTICLE 12.  
FORCE MAJEURE**

Performance of RAZZOO'S obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and RAZZOO'S obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

**ARTICLE 13.  
GIFT TO PUBLIC SERVANT OR TO RAZZOO'S REPRESENTATIVE**

- 13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 13.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to RAZZOO'S as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

**ARTICLE 14.  
ASSIGNMENT**

RAZZOO'S may not assign any part of this Agreement without consent or approval by the City Council.

**ARTICLE 15.  
INDEMNIFICATION**

- 15.01 RAZZOO'S EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY

(INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF RAZZOO'S OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of RAZZOO'S and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

- 15.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with RAZZOO'S's construction of the Development.

#### ARTICLE 16. **MISCELLANEOUS MATTERS**

- 16.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 16.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burlison Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.
- 16.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 16.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary

agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

16.07 No Waiver. Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

16.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

**RAZZOO'S:** RAZZOO'S, Inc.  
Philip Parsons  
Chief Financial Officer  
14131 Midway Rd, Suite 750  
Addison, TX 75001

**City:** City Manager  
City of Burleson, Texas  
141 West Renfro  
Burleson, Texas 76028

**With a copy to:** Betsy Elam  
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place  
Suite 200  
Fort Worth, Texas 76107

**BCSDC:** Burleson Community Services Development Corp.  
Attn: Board President  
141 West Renfro  
Burleson, Texas 76028

**With a copy to:** Betsy Elam  
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place  
Suite 200



Fort Worth, Texas 76107

16.09 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

16.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

*[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: [Signature]  
Bryan Langley, City Manager

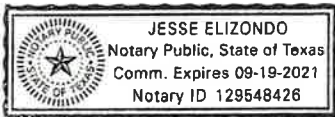
Date: 5/17/21

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on 5/17, 2021 by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]

[Signature] / JESSE ELIZONDO  
Notary Public, State of Texas



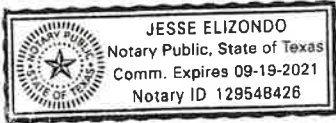
BURLESON COMMUNITY SERVICES  
ECONOMIC DEVELOPMENT CORPORATION

By: *Katherine Reading*  
Name: Katherine Reading  
Title: Board President  
Date: 5/17/21

STATE OF TEXAS  
COUNTY OF Duval/Tarrant

This instrument was acknowledged before me on 5/17, 2021 by Katherine Reading, known personally by me to be the Board President of the Burleson Community Services Development Corporation, on behalf of said entity.

[Notary Seal]



*Jesse Elizondo*  
Notary Public, State of Texas

**RAZZOO'S, INC.,**  
a Texas limited liability company

By: Philip M. Parsons  
Name: PHILIP PARSONS  
Title: CFO  
Date: 5/21/2021

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on May 21, 2021 by  
Philip Parsons, known personally by me to be the CFO  
of RAZZOO'S, Inc., on behalf of said entity.

[Notary Seal]

Elizabeth Marie Hottle  
Notary Public, State of Texas

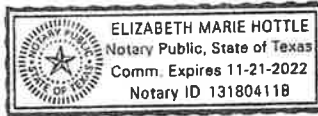


Exhibit "A"  
Property Outlined in Red

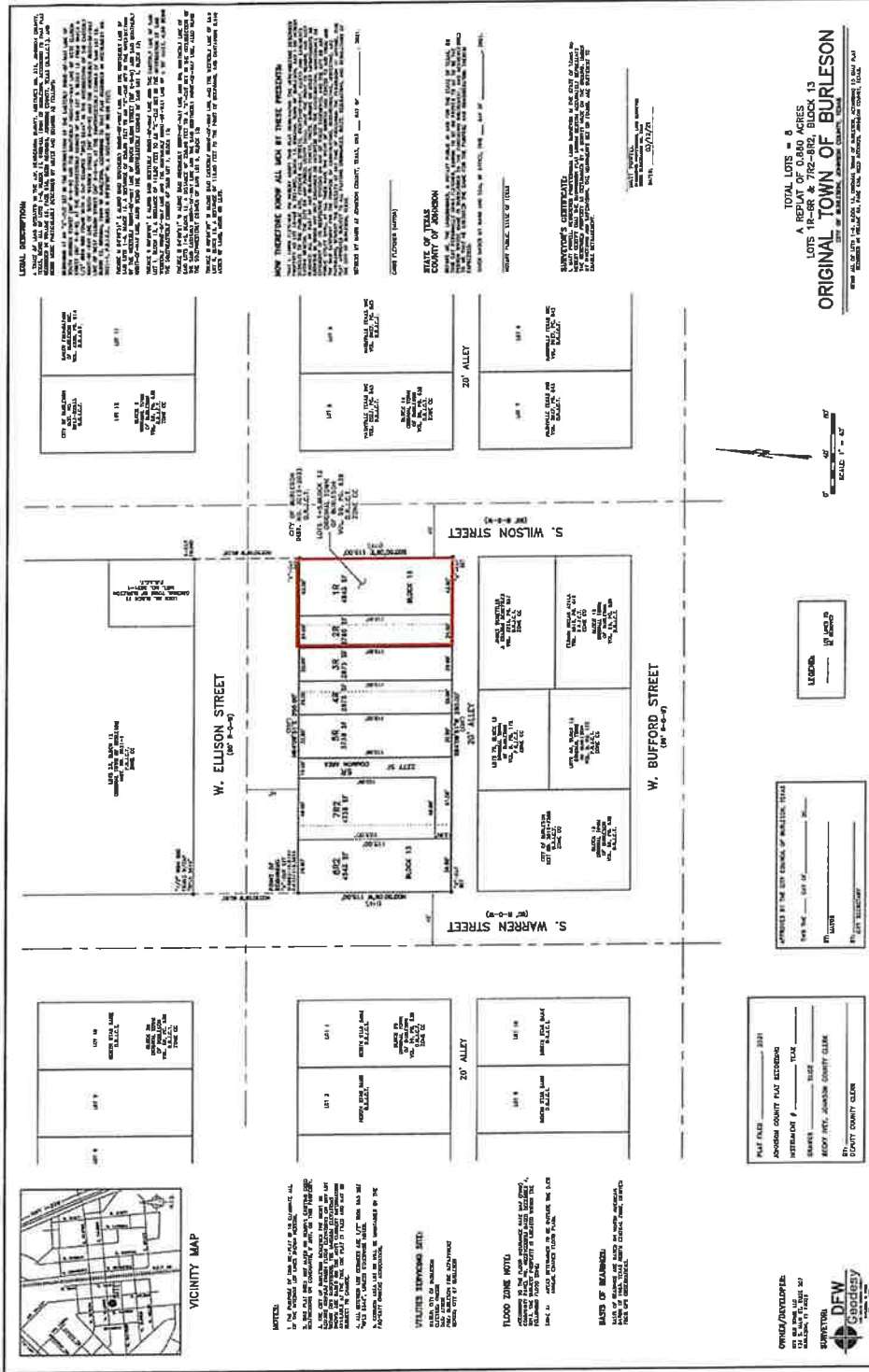
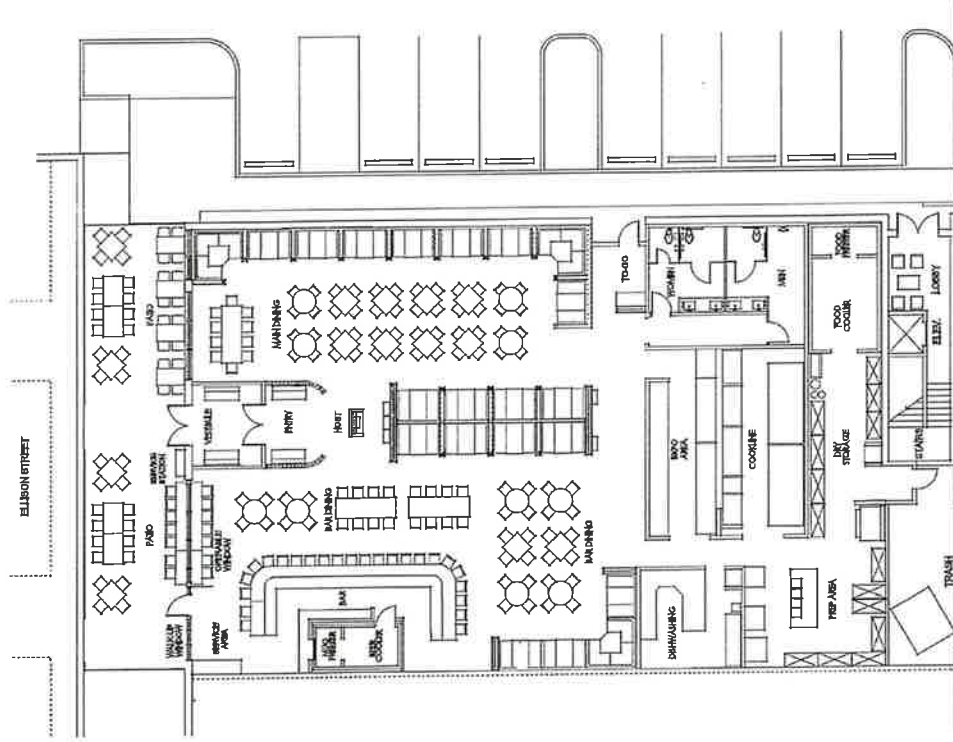


Exhibit 'B'



INTERIOR - 6,673 SQ.FT  
PATIO - 859 SQ.FT

INTERIOR DINING - 277 SEATS  
PATIO - 55 SEATS  
TOTAL SEATING: 332 SEATS



idstudio

Test Fit