

## SECOND AMENDMENT – CHAPTER 380 AGREEMENT

THIS SECOND AMENDMENT – CHAPTER 380 AGREEMENT (this “Second Amendment”), is entered into and is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF WYLIE, TEXAS, a Texas home-rule city (“City”), and CREEKSIDE FINE GRILL, LLC, a Texas limited liability company (“Creekside”).

### WITNESSETH:

WHEREAS, City and HILLSIDE GRILL, LLC, a Texas limited liability company (“Hillside”) entered into that certain Chapter 380 Agreement dated April 27, 2021 (the “Agreement”), to facilitate Hillside’s proposed remodel of the Restaurant located on the Property, as those terms are defined in the Agreement; and

WHEREAS, City, Hillside and Creekside executed that certain Assignment and First Amendment – Chapter 380 Agreement dated April 12, 2022 (the “First Amendment”) to address the assignment of the Agreement from Hillside to Creekside and to modify and amend the Agreement in certain respects as more particularly set forth in the First Amendment; and

WHEREAS, City and Creekside desire to further modify and amend the Agreement in certain respects, as more particularly set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency and receipt of all of which are hereby acknowledged, City and Creekside agree to further amend and modify the Agreement as follows:

1. Defined Terms. Capitalized terms used but not defined in this Second Amendment will have the meanings given to them in the Agreement or the First Amendment, as applicable.
2. Modification of Performance Deadline. Notwithstanding anything to the contrary in the Agreement or the First Amendment, the Performance Deadline as defined in the Agreement is hereby extended for six (6) additional months to expire on October 27, 2023. This modification also removes Creekside’s ability or right to extend the Performance Deadline one (1) time for a period of ninety (90) additional days.
3. Ratification. As expressly modified by this Second Amendment and as previously modified by the First Amendment, the Agreement is hereby ratified and confirmed by City and Creekside.
4. Counterparts; Transmission. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Transmission of an executed signature page of this Second Amendment by email will be effective to create a binding agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment the day and year first above written.

**CITY:**

CITY OF WYLIE, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CREEKSIDE:**

CREEKSIDE FINE GRILL, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_