

**ASSIGNMENT AND FIRST AMENDMENT – CHAPTER 380 AGREEMENT**

THIS ASSIGNMENT AND FIRST AMENDMENT – CHAPTER 380 AGREEMENT (this “First Amendment”), is entered into and is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and among the CITY OF WYLIE, TEXAS, a Texas home-rule city (“City”), HILLSIDE GRILL, LLC, a Texas limited liability company (the “Hillside”) and CREEKSIDE FINE GRILL, LLC, a Texas limited liability company (the “Creekside”).

W I T N E S S E T H:

WHEREAS, City and 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, Hillside desires to assign the Agreement to Creekside and Creekside desires to accept assignment of the Agreement from Hillside; and

WHEREAS, City is willing to consent to the assignment of the Agreement from Hillside to Creekside; and

WHEREAS, City and Creekside desire to modify and amend the Agreement in certain respects, as more particularly set forth in this First 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, Hillside, and Creekside agree to amend and modify the Agreement as follows:

1. Defined Terms. Capitalized terms used but not defined in this First Amendment will have the meanings given to them in the Agreement.

2. Assignment and Assumption. Hillside hereby assigns all of its rights and obligations under the Agreement to Creekside. Creekside accepts assignment of the Agreement from Hillside and assumes the rights and obligations of Hillside as “Company” under the Agreement. City hereby consents to the assignment and assumption of the Agreement from Hillside to Creekside.

3. Modification of Performance Deadline. Notwithstanding anything to the contrary in the Agreement, the Performance Deadline as defined in the Agreement is hereby extended for \_\_\_\_\_ (\_\_\_\_) additional months to expire on \_\_\_\_\_.

4. Ratification. As expressly modified by this First Amendment, the Agreement is hereby ratified and confirmed by City and Creekside.

5. Counterparts; Transmission. This First 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 First Amendment by email will be effective to create a binding agreement.

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

**CITY:**

CITY OF WYLIE, TEXAS

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

**HILLSIDE:**

HILLSIDE GRILL, LLC, a Texas limited liability company

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

**CREEKSIDE:**

CREEKSIDE FINE GRILL, LLC, a Texas limited liability company

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