

**FIRST AMENDMENT TO THE  
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT  
BETWEEN THE CITY OF BOERNE, TEXAS, AND BOERNE HOTEL, LTD.**

The City of Boerne (“City”), a home rule municipality located wholly within Kendall County, Texas, and Boerne Hotel, Ltd., a Texas limited partnership (“Company”) (collectively referred to the “Parties”) entered into that certain Economic Development Incentive Agreement providing for the City to make economic incentive payments to Company in consideration of Company performing the obligations specified in this Agreement dated February 6, 2017. The Parties hereby wish to amend certain terms and conditions contained within that certain Economic Development Incentive Agreement as follows and agree that in the event of any conflict between the provisions of this First Amendment and the Economic Development Incentive Agreement, the terms and provisions of this First Amendment shall control.:

**Amendments**

1. In **Section 1 (I)**, titled “Definitions”, the following Definition is hereby amended to read:

*“Maximum Total Reimbursement Amount for HOT funds (“HOT MTRA”) means a total reimbursement amount of Five Million Dollars (\$5,000,000.00) for all HOT funds reimbursed.”*

2. **Section 3 (a)(i)**, titled “Term”, is hereby amended to read:

“Sixteen (16) years from the Effective Date.”

3. The first sentence in **Section 4 (a)**, titled “Company’s Covenants, Warranties, Duties and Obligations”, is hereby amended to read:

“The Company will proceed with reasonable commercial diligence to construct the Project on the Property, to have the Project fully operational and open for business on or before the May 31, 2019, being a twenty-six (26) month construction period (“Construction Period”), subject to events of Force Majeure.”

4. The first sentence in **Section 4 (c)(i)**, titled “Improvements”, is hereby amended to read:

“The Company shall design and construct a minimum of Seven Thousand One Hundred and Fifty Square Foot (7,150) conference center plus a 120 room hotel (the “Hotel and Conference Center”) at a minimum cost of Twenty-Five Million Dollars (\$25,000,000).”

5. The first sentence in **Section 5 (a)(ii)**, titled “Economic Incentives to Company”, is hereby amended to read:

“If the HOT MTRA has not been met or exceeded in years 1 – 10 as outlined above, the City will reimburse 75% of the HOT funds received from the Project on the Property during Years 11 – 16 following the Effective Date until such time as the Company has been reimbursed to the HOT MTRA or this Agreement terminates

pursuant to Section 3.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to the Economic Development Incentive Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2017.

**BOERNE HOTEL, LTD., A TEXAS LIMITED PARTNERSHIP**

By: BOERNE HOTEL GENERAL PARTNER, LLC,  
a Texas limited liability company, its General Partner

By: MC BOERNE VENTURES, LLC, a Texas limited liability company,  
Managing Member

By: MCCLURE BOERNE VENTURES, LLC, a Texas limited liability  
company

By: MCCLURE VENTURES, LLC, a Texas limited liability  
company

By: \_\_\_\_\_  
Edward McClure, Managing Member

**CITY OF BOERNE**

By: \_\_\_\_\_  
Ronald C. Bowman

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