# FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the ____ day of _____, 2002, (the "Effective Date") by and between THE CITY OF COLLEGE STATION, TEXAS, a municipal corporation and home-rule city of the State of Texas situated in Brazos County, acting by and through its City Council (the "City"), and TAC REALTY, INC., a Texas corporation (together with its successors and assigns, the "Developer"), and relates to that certain Development Agreement (the "Original Agreement") executed by and between the City and the Developer effective as of the 1st day of November, 2001.

FOR AND IN CONSIDERATION of $10.00 and other good and valuable consideration, including, without limitation, the mutual covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the parties, City and Developer hereby agree, each with the other, as follows:

1. Capitalized Terms. Any capitalized term that is used in this Agreement and is not defined herein shall have the same meaning ascribed to it in the Original Agreement.

2. Amendments.

   A. Section 7.1.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

      **7.1.2** Refinement of preliminary schematic design concepts and drawings and specifications for the Project within the time period(s) shown on the Preliminary Timetable and in accordance with the approved design criteria and the preliminary schematic design drawings attached hereto as Exhibit B.

   B. A new Section 23.2.5. Joint Restroom is hereby added to the Original Agreement to read as follows:

      **Section 23.2.5** Joint Restroom. The parties acknowledge that one of the main restroom facilities for the Conference Center Project (the "Joint Restroom") is located in part on the Hotel Site and in part on the Conference Center Site. The Developer shall construct and own the shell of the portion of the Joint Restroom located on the Hotel Site, and the City shall construct and own the shell of the portion of the Joint Restroom located on the Conference Center Site. The City shall equip the Joint Restroom and own the equipment therein. The Joint Restroom shall be a Shared Facility.

   C. A new Section 23.2.6. Conference Center Cabana is hereby added to the Original Agreement to read as follows:

**Section 23.2.6** Conference Center Cabana. The Developer has agreed to allow the City to construct a cabana on the Hotel Site (the "Pool Cabana") and to use and operate such cabana as long as the Operating Agreement is effective. The City shall, construct, equip, and own the Pool Cabana as long as the Operating Agreement is effective. Upon termination of the Operating Agreement, the title to the Pool Cabana shall automatically be conveyed to the Developer without any further action by the Parties. The design of the Pool Cabana shall be mutually agreed to by the Parties.

D. Exhibit B of the Original Agreement is hereby deleted in its entirety and replaced with Exhibit B attached hereto.

E. Exhibit E of the Original Agreement is hereby deleted in its entirety and replaced with Exhibit E attached hereto.

F. Exhibit F of the Original Agreement is hereby deleted in its entirety and replaced with Exhibit F attached hereto.

3. Ratification. The terms of the Original Agreement are modified and amended pursuant to the terms of this Agreement and are hereby conformed to be consistent with the terms and provisions of this Agreement. Except as provided in this Agreement, the terms of the Original Agreement (including, without limitation, all Exhibits attached thereto) are hereby confirmed and ratified for all purposes and shall remain in full force and effect as originally provided.

4. Multiple Counterparts. Multiple copies of this Agreement may be executed by the Parties. Each such executed copy shall have the full force and effect of an original executed instrument.

EXECUTED to be effective for all purposes as of the Effective Date first written above.

THE CITY:

THE CITY OF COLLEGE STATION, TEXAS

By: _____
Ron Silvia, Mayor

ATTEST:

By: _____
Connie Hooks, City Secretary

APPROVED:

By: _____
Thomas E. Brymer, City Manager

By: _____
Charles Cryan, Director of Finance

APPROVED AS TO FORM:

By: _____
James P. Plummer

DEVELOPER:

TAC REALTY, INC., a Texas corporation

By: William C. Atkinson
William C. Atkinson, President

EXECUTED to be effective for all purposes as of the Effective Date first written above.

THE CITY:

THE CITY OF COLLEGE STATION, TEXAS

By: _____
Ron Silvia, Mayor

ATTEST:

By: _____
Connie Hooks, City Secretary

APPROVED:

By: _____
Thomas E. Brymer, City Manager

By: _____
Charles Cryan, Director of Finance

APPROVED AS TO FORM:

By: _____
James P. Plummer

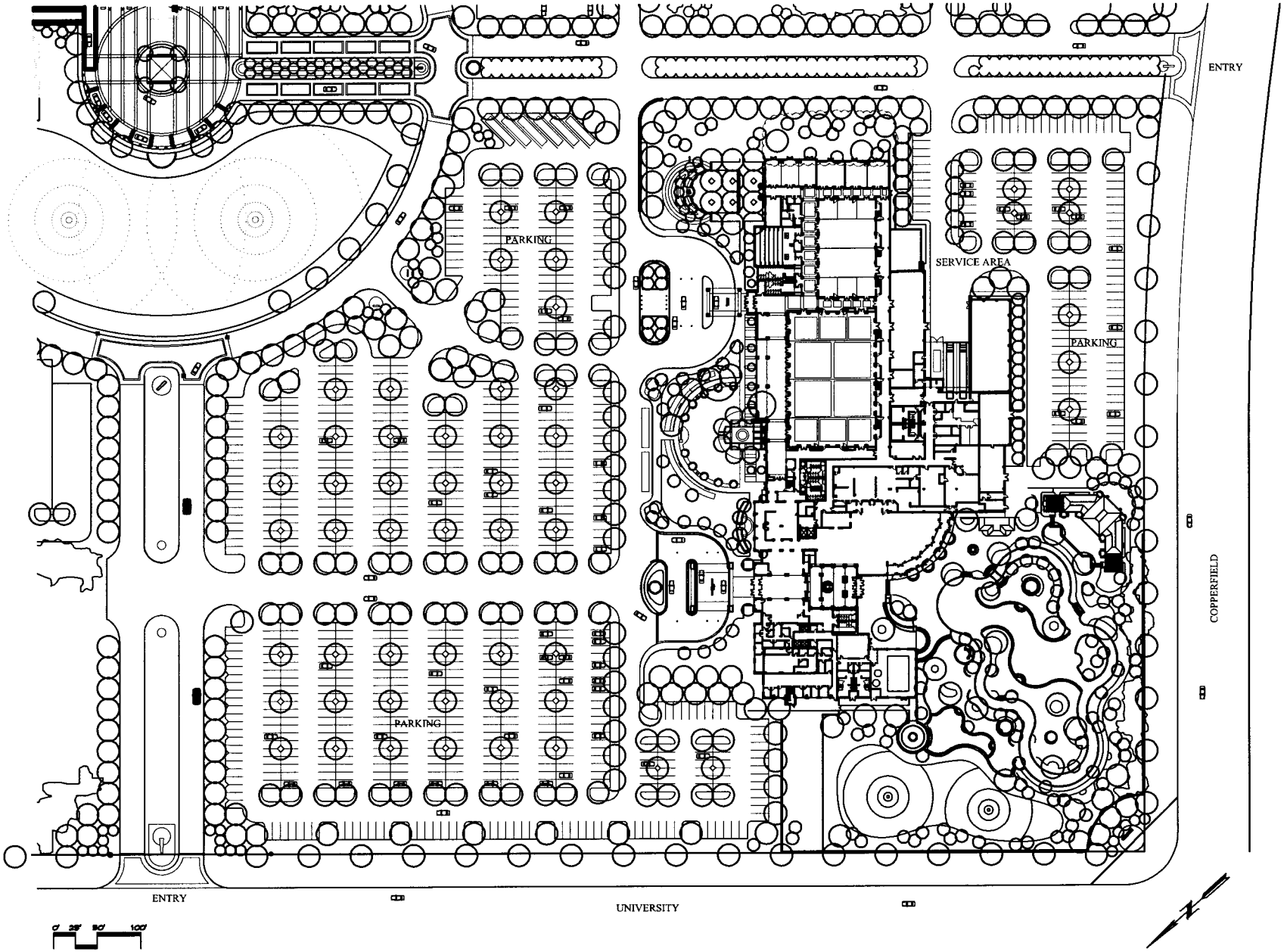
DEVELOPER:

TAC REALTY, INC., a Texas corporation

By: _____
William C. Atkinson, President

# EXHIBIT B

## PRELIMINARY SCHEMATIC DESIGN DRAWINGS




HKS

HKS JOB NO. 7470/7573
JUNE 10, 2002

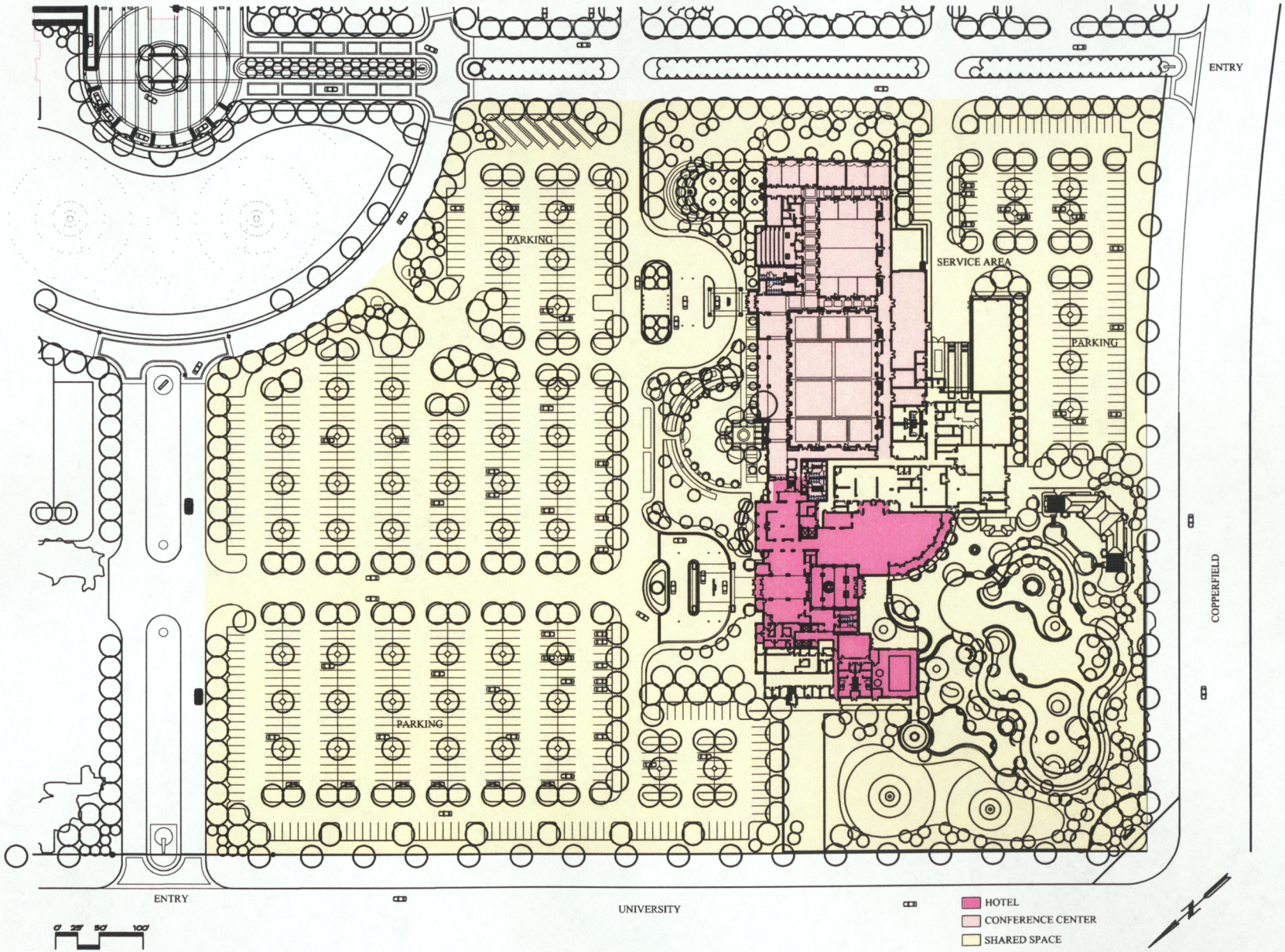
CONFERENCE CENTER - HOTEL

COLLEGE STATION, TEXAS

EXHIBIT B
Preliminary Schematic Design Drawing

# EXHIBIT E

# SHARED FACILITIES




HKS

HKS JOB NO. 7470/7573
JUNE 28, 2002

# CONFERENCE CENTER - HOTEL

COLLEGE STATION, TEXAS

EXHIBIT E
Shared Facilities

# EXHIBIT F

## SHARED FACILITY ALLOCATIONS

| **City Constructed Facilities** | City's Allocated Portion | Developer's Allocated Portion |
|---|---|---|
| Mechanical Room | 25% | 75% |
| Employee Facilities | 37.5% | 62.5% |
| Maintenance Shop | 25% | 75% |
| Laundry/Housekeeping | 15% | 85% |
| Walls, structure | 50% | 50% |
| Mechanical Room Equipment | 25% | 75% |
| Laundry/Housekeeping Equipment | 15% | 85% |
| Loading Dock | 50% | 50% |
| **Developer Constructed Facilities** | | |
| Corporate Offices | 37.5% | 62.5% |
| **Kitchen Facilities** | | |
| Shell | 100% | 0% |
| FF&E | 0% | 100% |
| **Site Improvements** | | |
| Perimeter Roadway – 387.5' | 100% | 0% |
| Perimeter Roadway – balance | 50% | 50% |
| Indoor Pool | 0% | 100% |
| Kid's Pool | 0% | 100% |
| Spas | 0% | 100% |
| Main Pool/Lazy River | 0% | 100% |
| Lounge Courtyard | 0% | 100% |
| Cabana/Trellis | 100% | 0% |
| Main Courtyard | 100% | 0% |
| East Courtyard | 100% | 0% |
| North Courtyard | 100% | 0% |
| Remainder – including, but not limited to, all new utility service lines, infrastructure improvements, parking lot, roadways, landscaping and all other site preparation costs or expenses incurred in connection with the development and construction of the Project, save for and except those obligations of the City detailed in the Infrastructure Agreement. | 50% | 50% |