

EXHIBIT C

SECOND AMENDMENT TO DEVELOPER PARTICIPATION AGREEMENT FOR BENBROOK TOWNE CROSSING PROJECT

This Second Amendment to the Developer Participation Agreement For Benbrook Towne Crossing Project (this "Second Amendment") is entered into this ___ day of _____, 2020, by and between the City of Benbrook, a Texas municipal corporation of Tarrant County, Texas (the "City"), and BBT Crossing, Ltd., a Texas Limited Partnership (hereinafter called "BBT"). In addition, the following parties consent to this Second Amendment: (1) the Benbrook Tax Increment Finance District No. 1, a Texas Non-Profit Corporation ("TIP"), (2) BBT Crossing GP Corporation, a Texas corporation ("GP") and (3) Bo Peek Limited, a Texas Limited Partnership ("BPL") (TIP, BPL and GP are hereinafter collectively called the "Consenting Parties" or individually called a "Consenting Party").

RECITALS

- A. The City and BBT entered into that certain Developer Participation Agreement For Benbrook Towne Crossing Project dated October 28, 2005 (the "Agreement"), to memorialize the agreements between the City and BBT in connection with the development of the Property (as defined in the Agreement).
- B. The Agreement was amended by that certain First Amendment To Developer Participation Agreement For Benbrook Towne Crossing Project dated February 5, 2016 (the "First Amendment"), in Section V.C of which BBT is required to convey to the City a 24-foot wide access easement, and in Section V.D The City is required to construct at the City's expense, a 24-foot wide drive within such access easement.
- C. The City and BBT have determined that the access drive is no longer needed, and have entered into that certain 380 Economic Development Agreement Between the City of Benbrook and BBT Crossing, Ltd., of even date herewith (the "380 Agreement"), in which BBT waived the requirement that the City construct the access drive in exchange for the City paying for the design and construction costs associated with the oversizing of an off-site drainage system as described therein, and the City waived the requirement that BBT convey the 24-foot wide access easement to the City.
- D. The City and BBT wish to amend the First Amendment to delete Sections V.C and V.D.
- E. The Consenting Parties own a portion of the Property.

TERMS OF AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

1. Sections V.C and V.D of the First Amendment are hereby deleted in their entirety.
2. This Second Amendment amends, but does not replace, the First Amendment. Except as expressly modified in this Second Amendment, the Agreement and the First Amendment shall continue in full force and effect. In the event of a conflict between this Second Amendment and the Agreement and/or the First Amendment, the terms of this Second Amendment shall control.
3. The definitions contained in the Agreement and First Amendment are incorporated into this Second Amendment by reference.
4. BBT hereby represents and warrants to City that (1) BBT has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Amendment and (2) that the execution and delivery of this Amendment has been duly authorized by all necessary official action by BBT and (3) this Amendment constitutes a legal, valid and binding obligation of BBT, and is enforceable in accordance with its terms and provisions.
5. The City hereby represents and warrants to BBT that (1) the City has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Amendment and (2) that the execution and delivery of this Amendment has been duly authorized by all necessary official action by the City and (3) this Amendment constitutes a legal, valid and binding obligation of the City, and is enforceable in accordance with its terms and provisions.

[END OF PAGE-SIGNATURE PAGE FOLLOWS]

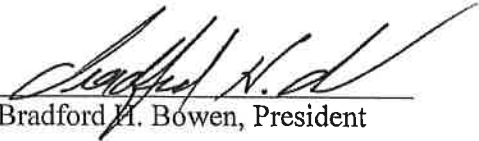
EXECUTED and effective as of _____, 2020.

CITY OF BENBROOK, TEXAS

By: _____
Name: _____
Title: _____

BBT CROSSING, LTD., a Texas limited Partnership

By: BBT Crossing GP Corporation,
a Texas corporation, its general partner

By: 
Bradford H. Bowen, President

ATTEST:

By: _____
City Secretary

CONSENTING PARTIES:

BENBROOK TAX INCREMENT FINANCE DISTRICT

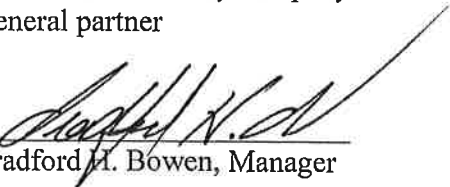
By: _____
President

ATTEST:

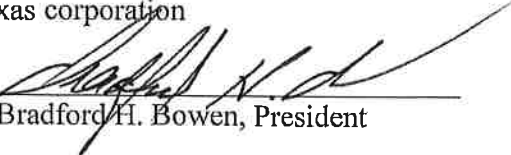
By: _____
Secretary

BO PEEK LIMITED, a Texas limited partnership

By: BFI Six GP LLC,
a Texas limited liability company
Its general partner

By: 
Bradford H. Bowen, Manager

**BBT CROSSING GP CORPORATION,
a Texas corporation**

By: 
Bradford H. Bowen, President

