

STATE OF TEXAS)
)
COUNTY OF DALLAS)

AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Amendment") is made and entered into this 21 day of February, 2017, by and between the City of Carrollton, Texas ("City") and Josey/Trinity Mills, Ltd. ("Company") acting by and through their respective authorized officers, and modifies the Economic Development Incentive Agreement entered into on the 12th day of January, 2016 ("Agreement").

NOW, THEREFORE, in consideration of the mutual representations, agreements, and promises herein contained, the parties hereto agree to amend the Agreement as follows:

Amending Article II, **Term**, in its entirety, to read as follows:

The term of this Agreement shall begin on the Effective Date and continue until June 30, 2018 (the "Term"), unless sooner terminated as provided herein.

Amending Section 3.1, **Development of Property**, in its entirety, to read as follows:

3.1 **Development of Property.** On or before June 30, 2018, subject to extension for Events of Force Majeure, Company will complete the remediation and demolition of the existing structure on the Property and will construct the improvements, set forth below, as evidenced by a Certificate of Occupancy (or applicable equivalent) for the structure constructed thereon; and

All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

CITY:

CITY OF CARROLLTON, TEXAS

By: _____
Erin Rinehart, City Manager

COMPANY:

Josey/Trinity Mills, Ltd.

By: Josey/Trinity Mills, One, LC, General Partner

By: _____

R. Marshall Mills Power of Attorney
For Herbert D. Weitzman, Manager

STATE OF TEXAS)

COUNTY OF DALLAS)

R. Marshall Mills Power of Attorney For

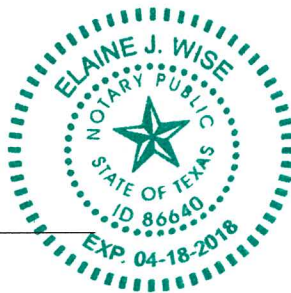
BEFORE ME, the undersigned authority, on this day personally appeared Herbert D. Weitzman, Manager of Josey/Trinity Mills, One, LC, the General Partner of Josey/Trinity Mills, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of February, 2017.

(seal) _____

Notary Public

My commission expires: _____



**TEXAS STATUTORY DURABLE POWER OF ATTORNEY
AND IRREVOCABLE PROXY**

I, **HERBERT D. WEITZMAN**, a resident of Dallas County, Texas, and with an office address at 3102 Maple Avenue, Suite 350, Dallas, Texas 75201, hereby appoint my friend and business associate, **R. MARSHALL MILLS**, also a resident of Dallas County, Texas, and with an office address at 3102 Maple Avenue, Suite 500, Dallas, Texas 75201, as my agent ("Agent"), to act for me during the term of this power of attorney, in any lawful way with respect to all of the following subjects as they relate to me personally and to all of the following entities (individually an "Applicable Entity" and collectively the "Applicable Entities"): (1) Weitzman Management Corporation, a Texas corporation, doing in business in Texas under the names of its divisions, Cencor Realty Services, Inc. and The Weitzman Group; (2) Cencor Acquisition Company, Inc., a Texas corporation; (3) E & M Management, L.L.C, a Texas limited liability company; (4) E & M Management II, L.L.C, a Texas limited liability company; (5) E & M Real Properties, Ltd., a Texas limited partnership, (4) E & M Real Properties II, Ltd., a Texas limited partnership; (7) GP Liquid Maple One, L.L.C., a Texas limited liability company; (8) Liquid Maple Equities, Ltd., a Texas limited partnership; (9) Weitzman Marital Trust, a Trust created under Will of Eugenia Solka Weitzman signed September 20, 2007, as admitted to probate in Cause No. PR09-86-1 by the Probate Court of Dallas County, Texas, by order signed January 27, 2009; (10) any other entity in which I serve as Venture Manager, General Partner, Manager, President, Trustee, or other officer; and (11) any limited partnership, general partnership, joint venture, limited liability company, corporation and/or other entity in which I and/or one or more of the above-listed entities own an interest [NOTE: I am initialing the line in front of those powers that I am granting.]:

1. *h* X _____ real property transactions
2. _____ X _____ tangible personal property transactions
3. *h* X _____ banking and other financial institution transactions
4. *h* X _____ business operating transactions
5. _____ X _____ ALL OF THE POWERS LISTED IN ITEMS 1 THROUGH 4 ABOVE.

It is my intention that this power of attorney be substantially in the form of the statutory durable power of attorney authorized under Chapter 752 of the Texas Estates Code, so that this power of attorney has the meaning and effect prescribed by that Chapter. All of the subjects referenced in the enumerated items 1 through 14 above shall have the meanings set out for them in Chapter 752 of the Texas Estates Code, which meanings are hereby incorporated into this power of attorney by reference.

As an additional specification of, and without in any way limiting the generality of, the foregoing enumerated subjects, I further confirm that my Agent has the absolute and full power

and authority during the term of this power of attorney to act on my behalf in all matters which under the joint venture agreement, limited liability company agreement, limited partnership agreement, corporate by-laws or other governing document for an Applicable Entity would require the consent of an owner of an interest and/or the Venture Manager, General Partner, Manager, Member, Limited Partner or corporate officer of the Applicable Entity. In this regard, I hereby further grant to my Agent a proxy, which is irrevocable through and including the Final Date (defined below), to vote for me on all matters regarding any and all Applicable Entities.

In addition, and without in any way limiting the powers granted by me pursuant to the above provisions of this power of attorney, I also hereby confirm that my friend and business associate, R. MARSHALL MILLS (i.e., the "Agent" identified above) is my agent, with full power to act for me during the term of this power of attorney with respect to all "tax matters" (as defined in Chapter 752 of the Texas Estates Code), including but not limited to signing for me and filing on my behalf any and all tax returns, whether to federal, state or local taxing authorities.

My Agent, in general, may do all other acts, deeds, matters and things whatsoever in connection with my personal affairs and the affairs of all Applicable Entities, and may concur and join with persons jointly interested with me in doing all acts, deeds, matters and things provided for in this document, either particularly or generally described, as fully and effectually to all intents and purposes as I could do in my own person if personally present and competent.

A. Term of Agency and Proxy; Not Affected by Disability or Incapacity. This power of attorney and proxy shall have a term commencing with the date of its signing and terminating one minute after 11:59 P.M., Dallas, Texas time, on the date specified as the "Final Date" immediately above my signature on the next page. This power of attorney and proxy shall not be affected by my disability or incapacity on or before the Final Date. It is my express intention in executing this power of attorney and proxy to have my Agent act for me in any and all actions necessary if I am in any way disabled or incapacitated during the term hereof. If I am incapacitated, I wish to avoid the need for a guardianship for my estate during the term of this power of attorney and proxy. I have full confidence in the person whom I have appointed to serve as my Agent, as I have chosen him carefully.

B. Revocation and Resignation. This power of attorney and proxy does not revoke any previous general or special powers of attorney which I previously may have granted (for example, special powers of attorney granted to a professional advisor to communicate with the Internal Revenue Service). This power of attorney and proxy may itself be voluntarily revoked on or before the Final Date, **but only** after a written revocation executed by me (i) has been delivered to my Agent, (ii) has been filed for public record in the Deed Records of Dallas County, Texas, **and** (iii) has been of record in such Deed Records for at least ten (10) days. My Agent may resign as my Agent by executing a resignation, delivering it to me and filing a copy of the resignation in the Deed Records of Dallas County, Texas; however, the resignation will not be effective until ten (10) days have elapsed after the date of such filing in the Deed Records. If a written revocation of this power of attorney and proxy or resignation of my Agent has not been filed for public record in the Deed Records of Dallas County, Texas, as of the close of business at least ten (10) days prior to the date of a proposed action by my Agent, a third party

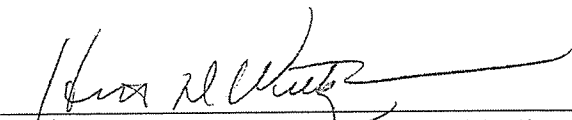
transacting business with my Agent may conclusively presume that no such revocation or resignation has occurred.

C. **Compensation Expenses.** My Agent shall not be entitled to any compensation for his services as Agent; however, my Agent shall be entitled to full reimbursement for reasonable expenses incurred by my Agent in my behalf.

D. **Reliance and Indemnification.** I agree that any third party (including but not limited to, sellers, purchasers, banks and other financial institutions, and title insurance companies) who receives a copy of this document may rely upon it; moreover, I further agree that revocation of this power of attorney and proxy is not effective as to any such third party except as expressly provided in Paragraph B above. I agree to indemnify any third party for claims that may arise against the third party because of his, her or its reliance on this power of attorney and proxy.

SIGNED in Dallas, Texas, on the date set out in the notarization below.

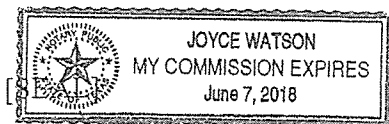
Final Date: February 14, 2017

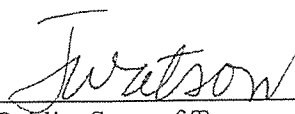


Herbert D. Weitzman, signing individually and in
his capacity as an officer of all above-identified
Applicable Entities

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This Texas Statutory Durable Power of Attorney and Irrevocable Proxy was acknowledged before me on this the 29th day of January, 2017 by Herbert D. Weitzman, and he acknowledged to me that he executed this instrument in his individual capacity, in his capacity as an officer of all above-identified Applicable Entities.





Notary Public, State of Texas
Name Printed: Joyce Watson
My commission expires: 6-7-18