

## FIRST AMENDMENT TO PERFORMANCE AGREEMENT

This First Amendment to Performance Agreement (this "First Amendment") is entered into by and between Pflugerville Community Development Corporation (the "PCDC"), LIGHTWATER HOSPITALITY NO. 1 LTD., and RAMRAN HOLDING, LLC, DBA PFLUGERVILLE HOSPITALITY, (collectively "Pflugerville Hospitality").

### RECITALS

WHEREAS, PCDC and Pflugerville Hospitality entered into a Performance Agreement ("Performance Agreement" or "Agreement") with an effective date of May 27, 2014 to facilitate Pflugerville Hospitality in constructing a facility for their hospitality/hotel operation to be located within the City of Pflugerville, Texas; and

WHEREAS, PCDC desires to increase its economic incentives to Pflugerville Hospitality in exchange for cancelling its obligation to construct a monument sign at the entrance to One Thirty Commerce Center; and

WHEREAS, PCDC and Pflugerville Hospitality desire to amend the Performance Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, PCDC and Pflugerville Hospitality agree to the following:

#### A. *Benefit.*

1. Same as Agreement.
2. PCDC shall allocate \$125,000 for four years to market the hotel. PCDC has allocated \$25,000 to Pflugerville Hospitality for the first year of this Agreement. PCDC shall allocate \$37,250 to Pflugerville Hospitality for the second and third years of this Agreement. And PCDC shall allocate Pflugerville Hospitality \$25,000 for the fourth year of this Agreement.
3. PCDC's total payments to Pflugerville Hospitality shall not exceed \$225,000.
4. Same as Agreement.
5. Same as Agreement.
6. PCDC is no longer obligated or required to construct a monument sign at the entrance of One Commerce Center, or anywhere else, for Pflugerville Hospitality.
7. Same as Agreement.
8. Same as Agreement.

B. *Miscellaneous*

1. Each of PCDC and Pflugerville Hospitality hereby represent and warrant to the other that each (1) has full power and authority to sign and perform under this First Amendment, and (2) has obtained any and all necessary consents and approvals of all requisite parties to sign and perform under this First Amendment.
2. Except as herein modified, all other terms and conditions of the PSA as heretofore amended shall remain in full force and effect.
3. In the event of a conflict between the terms of the Performance Agreement and this First Amendment, this First Amendment shall control for all purposes.
4. All capitalized terms and phrases herein contained and not otherwise defined in this First Amendment shall have the same meaning as ascribed to in the Performance Agreement.
5. This First Amendment may be executed in multiple counterparts, each of which shall be an original instrument and which, taken together, constitute one and the same agreement.
6. This First Amendment may contain facsimile or electronic transmittal signatures which shall be deemed genuine original signatures for all purposes.

**[SIGNATURES ON FOLLOWING PAGE]**

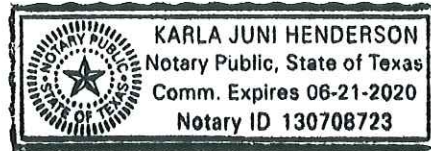
**PFLUGERVILLE HOSPITALITY:**

**Lightwater Hospitality No. 1 Ltd., a Texas limited partnership**

**BY: Lightwater Hospitality, Inc., a Texas corporation, its General Partner**

By: *Dilip Naik*  
Name: Dilip Naik  
Title: President

Address: 509 Dawn River Cv  
Austin, Texas 78732



**RAMRAN Holdings, LLC, a Texas limited liability corporation**

By: *Prashant Bhakta*  
Name: Prashant Bhakta  
Title: Managing Partner

Address: 9619 Anchusa Trail  
Austin, Texas 78736

STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

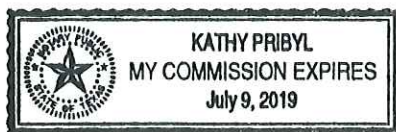
This instrument was acknowledged before me on this the 8 day of November 2016, by Dilip Naik, President of Lightwater Hospitality, Inc., a Texas corporation, on behalf of said corporation, General Partner of Lightwater Hospitality No. 1 Ltd., a Texas limited partnership, on behalf of said limited partnership.

*Karla Juni Henderson*  
Notary Public, State of Texas

STATE OF TEXAS §  
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 11<sup>th</sup> day of November, 2016, by Prashant Bhakta, Managing Director of RAMRAN Holdings, LLC, a Texas limited liability corporation, on behalf of said limited liability corporation.

*Kathy Pribyl*  
Notary Public, State of Texas



PCDC:

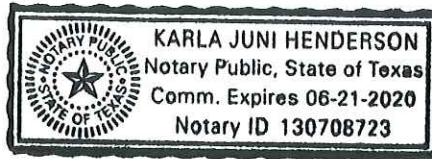
**PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION**

A Texas nonprofit corporation

By: *Amy Madison*  
Amy Madison, Executive Director

Address: 16225 Impact Way, Ste. 2  
Pflugerville, Texas 78660

STATE OF TEXAS           §  
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COUNTY OF TRAVIS       §



This instrument was acknowledged before me on this the 8 day of November, 2016, by Amy Madison, Executive Director of Pflugerville Community Development Corporation, a Texas nonprofit corporation, on behalf of said corporation.

*Karla Juni Henderson*  
Notary Public, State of Texas