

**FIRST AMENDMENT TO THE BUSINESS INCENTIVE AGREEMENT FOR  
THE RETENTION OF JOBS BETWEEN THE CORPUS CHRISTI BUSINESS  
AND JOB DEVELOPMENT CORPORATION AND HEB GROCERY  
COMPANY, LP**

This First Amendment (this "First Amendment") to the Business Incentive Agreement for the Retention of Jobs is entered into between the Corpus Christi Business and Job Development Corporation (the "Corporation") and HEB Grocery Company, LP ("HEB"), a Texas limited partnership.

**WHEREAS**, the Corporation and HEB entered into that certain Business Incentive Agreement for the Retention of Jobs between the Corpus Christi Business and Job Development Corporation and HEB to improve McCampbell Road, dated February 8, 2013 ("Agreement");

**WHEREAS**, HEB has requested that the Corporation provide additional funds in an amount up to \$250,000 for costs incurred by HEB to improve McCampbell Road and related utility improvements;

**WHEREAS**, the Corporation agrees that it is in the best interests of the residents of the City of Corpus Christi to provide the additional funding requested by HEB;

**NOW, THEREFORE**, in consideration of the covenants, promises, and conditions stated in this First Amendment, the Corporation and HEB agree as follows:

1. The effective date of this First Amendment is the latest date that either party executes this First Amendment.
2. The first paragraph of Section 5 of the Agreement is hereby amended to read as follows:

**Corporation Performance Requirements.** Provided that HEB complies with the terms of this agreement, the Corporation shall reimburse HEB for actual, documented expenses incurred to design and construct the McCampbell Road Project (the "Actual project Expenses"). Subject to 5(B) herein, the Corporation's reimbursement of the Actual Project Expenses shall be made to HEB in five (5) annual payments (each a "Corporation Grant") up to a maximum amount of \$1,100,000 ("the "Maximum Reimbursement Amount").

3. This First Amendment embodies the entire agreement between the Corporation and HEB with respect to the amendment of the Agreement, as of the effective date hereof. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control.

4. Except as specifically modified and amended herein, all other terms, provisions, requirements, and specifications contained in the First Agreement shall remain in full force and effect.

5. This First Amendment shall be governed by the laws of the State of Texas.

**CORPUS CHRISTI BUSINESS & JOB DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Bart Braselton  
President

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Rebecca Huerta  
Assistant Secretary


**HEB Grocery Company, LP**

By: 

Todd A. Piland  
Executive Vice President

THE STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on June 15, 2015, by Todd A. Piland acting as Executive Vice President of HEB Grocery Company, LP, a Texas limited partnership, on behalf of the partnership.

  
Notary Public  
State of Texas

