

FIFTH AMENDMENT TO LETTER OF INTENT

THIS FIFTH AMENDMENT TO LETTER OF INTENT (this “Fifth Amendment”) is made and entered into as of December 3, 2025 (the “Fifth Amendment Effective Date”) by and between the **CITY OF MANOR**, a Texas municipal corporation (the “City”) and **MANOR 290 OZ REAL ESTATE, LP**, a Texas limited partnership (the “Owner”) The City and Owner, together, the “Parties”.

Recitals

- A. Sperry – Guia Realty delivered that certain Letter of Intent dated December 23, 2024 to the City on behalf of the owner and executed by the City on January 7, 2025, that certain First Amendment to Letter of Intent dated January 21, 2025, that Second Amendment to the Letter of Intent dated April 16, 2025, that Third Amendment to the Letter of Intent dated June 18, 2025 and that Fourth Amendment to the Letter of Intent dated August 20, 2025 (collectively, the “LOI”) for the purchase of an approximately 8.43 acre tract of land, out of an approximately 84.30 acre tract located at 13301 E. US Hwy 290 in Manor, Travis County, Texas (the “Property”).
- B. The LOI outlines terms for inclusion in a purchase contract to be entered by the Parties for the proposed purchase of the Property.
- C. The Seller delivered the Contract draft to City on February 4, 2025.
- D. The Parties wish to amend the LOI to extend the time period by which City executes the contract to March 4, 2026, to coincide with a City Council regular meeting.
- E. Capitalized terms not defined in this Fifth Amendment shall have the definitions provided in the LOI.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 18 of the Deposit Agreement is hereby deleted in its entirety and replaced with the following:

“18. Contract: Seller has prepared and submitted to the Purchaser a Purchase and Sale Agreement (the “Contract”). The Parties shall negotiate the Contract in good faith and provide responses to each other within reasonable time frames. The Parties will execute the Contract **within thirty (30) days after the City Council formally approves the Contract, but in no event later than March 19, 2026 (the “Outside Date”).**

2. Except as expressly amended hereby, the LOI and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the LOI is modified or deleted by this Fifth Amendment, any

unaltered provision of such section, subsection or clause of the LOI shall remain in full force and effect. However, where any provision of this Fifth Amendment conflicts or is inconsistent with the LOI, the provisions of this Fifth Amendment shall control.

3. This Fifth Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

4. The signatories to this Fifth Amendment warrant that each has the authority to enter into this Fifth Amendment on behalf of the organization for which such signatory has executed this Fifth Amendment.

5. This Fifth Amendment has been jointly negotiated by the Parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Fifth Amendment.

6. This Fifth Amendment, constitutes the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter. The Parties hereto agree and understand that no oral agreements or understandings shall be binding unless reduced to a writing which is signed by the Parties and dated subsequent to the date hereof.

7. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Fifth Amendment.

8. If any provision of this Fifth Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Fifth Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Fifth Amendment.

9. The recitals set forth above are incorporated herein and made a part of this Fifth Amendment to the same extent as if set forth herein in full.

10. This Fifth Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment as of the Fifth Amendment Effective Date above written.

EXECUTED and ACCEPTED this day of , 2025.

CITY OF MANOR, TEXAS, a municipal corporation

By: _____
Scott Moore, City Manager

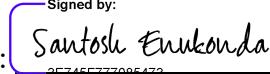
Attest:

Lluvia T. Almaraz, City Secretary

11/18/2025

AGREED TO and ACCEPTED this ____ of _____, 2025.

MANOR 290 OZ REAL ESTATE, LP,
a Texas limited partnership

Signed by:
By: 
Name: Santosh Enukonda
Title: Manager