

**SECOND AMENDMENT TO
CITY OF MANOR, TEXAS DEPOSIT AGREEMENT
PROPOSED PUBLIC IMPROVEMENT DISTRICT and TIRZ
(Manor Heights)**

THIS SECOND AMENDMENT TO CITY OF MANOR, TEXAS DEPOSIT AGREEMENT PROPOSED PUBLIC IMPROVEMENT DISTRICT and TIRZ (this “**Amendment**”) is made and entered into as of _____, 2026 (the “**Effective Date**”) by and between the **CITY OF MANOR, TEXAS** (the “**City**”), and **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation, successor-in-interest to SKY VILLAGE KIMBRO ESTATES, LLC, a Texas limited liability company (the “**Owner**”).

RECITALS

A. City and Owner previously entered into that certain CITY OF MANOR, TEXAS DEPOSIT AGREEMENT PROPOSED PUBLIC IMPROVEMENT DISTRICT and TIRZ dated effective October 17, 2018 (the “**Agreement**”), that certain FIRST AMENDMENT TO CITY OF Manor, TEXAS DEPOSIT AGREEMENT PROPOSED PUBLIC IMPROVEMENT DISTRICT and TIRZ dated March 18, 2020 (the “**First Amendment**” and collectively with the Agreement and the First Amendment the “**Deposit Agreement,**”) to define the terms and conditions under which Moneys would be advanced by and reimbursed to Owner as more particularly described in the Deposit Agreement.

B. City and Owner desire to amend the Deposit Agreement in certain respects, as more particularly set forth in this Second Amendment in connection with providing City additional allowable uses of moneys on deposit.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner agree as follows:

1. The first sentence of Section 2. Use of Moneys on Deposit shall be deleted and replaced in its entirety with the following:

“The City has retained P3 Works, LLC as assessment consultant and the City has engaged or will engage additional consultants, including but not limited to bond counsel, financial advisor, appraisers and attorneys (collectively, “**Consultants**”).

2. In the event of any conflict between the terms of this Second Amendment and the Deposit Agreement, this Second Amendment shall prevail.

3. The foregoing Recitals are hereby incorporated herein by reference and made a part of this Second Amendment for all purposes. Any capitalized terms used in this Second Amendment

unless expressly defined otherwise shall have the meanings given to them in the Deposit Agreement. Unless the context specifically indicates otherwise, any and all references to sections or other enumerated provisions made in this Second Amendment shall refer to such sections or provisions of the Agreement.

4. Except as set forth in this Second Amendment, the Deposit Agreement shall remain in full force and effect and unamended.

(Signature Pages Follow)

Draft

IN WITNESS WHEREOF, City and Owner have executed this Amendment to be effective as of the date first above written.

CITY:

CITY OF MANOR, TEXAS, a municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

Date: _____

ATTEST:

By: _____
Lluvia T. Almaraz, City Secretary

DRAFT

OWNER:

FORESTAR (USA) REAL ESTATE GROUP, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2026,
by _____, _____ of Forestar (USA) Real Estate Group, Inc., a
Delaware corporation, on behalf of said company.

(SEAL)

Notary Public, State of _____