

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is made as of December 18, 2023, by and between **PROTESTANT EPISCOPAL CHURCH COUNCIL OF THE DIOCESE OF TEXAS**, a Texas non-profit corporation (“**Seller**”), and **CITY OF MANOR, TEXAS**, a municipal corporation (“**Purchaser**”), on the terms set forth below.

WHEREAS, Seller and Purchaser are parties to that certain Purchase and Sale Agreement dated effective as of August 23, 2023 (the “**Agreement**”) relating to that certain real property consisting of approximately 10.428 acres of land located in Manor, Texas, as more particularly described therein. All capitalized terms used, but not defined in this Amendment shall have the meanings given to such terms in the Agreement; and

WHEREAS, Seller and Purchaser desire to amend the Agreement to provide for the updated Closing Date, as more particularly set forth below.

NOW THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Closing Date.** The closing date shall be on or before January 16, 2024.
2. **Extension Fee.** In connection with the parties agreement to extend the Closing Date as set forth herein, Purchaser will deliver \$35,000.00 (“**Extension Fee**”) to the Title Company within three (3) business days after the date hereof. The Extension Fee is non-refundable and shall be applied to the purchase price at Closing. If the Closing does not occur and such failure to close is not a result of a default by Seller, Title Company shall release the Extension Fee to Seller.
3. **Conflict.** If there is a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.
4. **Ratification.** Seller and Purchaser hereby ratify and confirm the terms and conditions of the Agreement, as modified by this Amendment.
5. **Successors and Assigns.** This Amendment shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
6. **Counterparts.** This Amendment is to be executed in a number of identical counterparts by a duly authorized officer of the respective company, each counterpart is an original, and all counterparts, collectively, constitute one agreement. Scanned, electronic, or facsimile copies of signatures to this Amendment shall be effective as original “wet ink” signatures. Each party has the authority to execute and deliver this Amendment.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]

SELLER:

PROTESTANT EPISCOPAL CHURCH COUNCIL
OF THE DIOCESE OF TEXAS, a Texas non-profit
corporation

By: _____

Name: David N. Fisher

Title: Assistant Secretary

PURCHASER:

CITY OF MANOR, TEXAS, a municipal
corporation

By: _____

Name: Scott Moore

Title: City Manager

Attest:

Name: Lluvia T. Almaraz

City Secretary, City of Manor, Texas