

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Butler/East Hwy 290 & 13100 N. FM 973)

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "First Amendment") is entered into as of the ____ day of _____, 2023 (the "First Amendment Effective Date"), by and among **13100 FM 973, INC.**, a Texas corporation ("Owner"), **BUTLER FAMILY PARTNERSHIP, LTD.**, a Texas limited partnership ("Butler"), **GCP XXXI, LTD.**, a Texas limited partnership, and **GCP XXXII, LTD.**, a Texas limited partnership (together, "Gencap"), and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (the "City"). The City, Butler, Gencap and Owner are herein sometimes referred to individually as a "Party" and collectively as the "Parties". Capitalized terms used herein and not otherwise defined herein shall have those meanings ascribed to them in the Agreement (defined below).

RECITALS:

A. WHEREAS, on June 15, 2022, the City, Butler and Owner entered into that certain Development Agreement (the "Agreement") relating to the development and improvement by Owner of certain parcels of land located within the municipal boundaries of the City consisting of approximately 95.16 acres (the "Property") as a mixed-used project, as more particularly described in the Agreement.

B. WHEREAS, the portion of the Property owned by Butler, as defined as "Parcel A" in the Agreement, was conveyed to Gencap pursuant to (i) that certain Special Warranty Deed dated August 8, 2022, recorded as document No. 2022135261 in the Official Public Records of Travis County, Texas, and (ii) that certain Special Warranty Deed dated August 8, 2022, recorded as document No. 2022135262 in the Official Public Records of Travis County, Texas.

C. WHEREAS, the Parties now wish to amend the Agreement in certain respects, solely with respect to Parcel A as more particularly set forth in this First Amendment.

D. WHEREAS, Butler desires to acknowledge and agree to the provisions of this First Amendment notwithstanding that Butler is no longer the owner of Parcel A and that, pursuant to Section 7.6(b) of the Agreement, amendment or modification thereof is expressly permitted by joint action of only (a) the City, and (b) the landowners expressly subject to the modification or amendment if such amendment pertains to less than all of the current landowners of the Property and does not modify the obligations in the Agreement as to the remaining landowners of the Property.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, the City, and Gencap hereby agree as follows, and Butler hereby acknowledges such agreement:

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

2. Exhibit C – Code Modifications. The ninth bullet point under the Code Modifications labeled "Applicable solely to Parcel A:" set forth in Exhibit C of the Agreement is hereby deleted in its entirety and replaced with the following:

- “A ten-foot minimum landscape buffer along the north and south borders of Parcel A. Parking shall be allowed within the landscape buffer so long as the minimum landscape code requirements are met.”

3. Miscellaneous.

(a) Except as expressly amended hereby, the Agreement 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 Agreement is modified or deleted by this First Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this First Amendment conflicts or is inconsistent with the Agreement, the provision of this First Amendment shall control.

(b) This First Amendment (i) shall be governed by, construed under and enforced in accordance with the laws of the State of Texas; (ii) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; (iii) may be modified or amended only in writing signed by each Party hereto; and (iv) embodies the entire First Amendment and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

(c) This First 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.

4. No Waiver. Neither City’s nor Owner, Butler or Gencap’s execution of this First Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other Party’s obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

5. Anti-Boycott Verification. To the extent this First Amendment constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner, Butler and Gencap represent that neither Owner, Butler and Gencap nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner, Butler and Gencap (i) boycotts Israel or (ii) will boycott Israel through the term of this First Amendment. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

6. Iran, Sudan and Foreign Terrorist Organizations. To the extent this First Amendment constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner, Butler and Gencap represents that Owner, Butler and Gencap nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

7. Anti-Boycott Verification – Energy Companies. Owner, Butler and Gencap hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of

this First Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

8, Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. Owner, Butler and Gencap hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this First Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

[Signature page(s) to follow]

EXECUTED in multiple originals, and in full force and effect as of the First Amendment Effective Date.

CITY:

CITY OF MANOR, TEXAS,
a Texas home-rule municipal corporation

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

Approved as to form:

By: _____
Name: Veronica Rivera
Title: Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

[Signatures continue on next page.]

OWNER:

13100 FM 973, INC.,
a Texas corporation

By: _____
Edward S. Butler, President

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

[Signatures continue on next page.]

BUTLER:

Butler Family Partnership, a Texas limited partnership

By: BCP GP, LLC

Its: General Partner

By: _____
Edward S. Butler, Sole Member

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Edward S. Butler, Sole Member of BCP GP, LLC, general partner of Butler Family Partnership, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

Notary Public, State of Texas

[Signatures continue on next page.]

GENCAP:

GCP XXXI, LTD., a Texas limited partnership

By: GCP XXXI GP, LLC
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023, by _____, _____ of GCP XXXI GP, LLC, general partner of GCP XXXI, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

Notary Public, State of Texas

GCP XXXII, LTD., a Texas limited partnership

By: GCP XXXII GP, LLC
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023, by _____, _____ of GCP XXXII GP, LLC, general partner of GCP XXXII, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

Notary Public, State of Texas