

SECOND AMENDMENT TO LETTER OF INTENT

THIS SECOND AMENDMENT TO LETTER OF INTENT (this “Second Amendment”) is made and entered into as of April 16, 2025 (the “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 and that certain First Amendment to Letter of Intent dated January 21, 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 LOI provides that City shall have ninety (90) days from the date the Seller delivers the Contract to execute the Contract.
- D. The Seller delivered the Contract draft to City on February 4, 2025.
- E. The Parties wish to amend the LOI to extend the time period by which City executes the contract to July 2, 2025 to coincide with a City Council regular meeting.
- F. Capitalized terms not defined in this Second 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 agree to negotiate in good faith and provide responses to each other within reasonable time frames. The Parties will execute the Contract within fourteen (14) days after the City’s City Council takes formal action to approve the Contract. Buyer shall have until July 2, 2025 to execute the Contract.”

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 Second 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 Second Amendment conflicts or is inconsistent with the LOI, the provisions of this Second Amendment shall control.

3. This Second 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 Second Amendment warrant that each has the authority to enter into this Second Amendment on behalf of the organization for which such signatory has executed this Second Amendment.

5. This Second 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 Second Amendment.

6. This Second 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 Second Amendment.

8. If any provision of this Second 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 Second Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Second Amendment.

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

10. This Second 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 Second Amendment as of the Effective Date above written.

EXECUTED and ACCEPTED this _____ of April, 2025.

CITY OF MANOR, TEXAS, a municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

By: _____
Scott Moore, City Manager

Attest:

Lluvia T. Almaraz, City Secretary

AGREED TO and ACCEPTED this _____ of April, 2025.

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

By: _____

Name: Santosh Erukonda

Title: Manager