

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
(EntradaGlen)**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Third Amendment**”) is dated effective May __, 2025 (the “**Amendment Effective Date**”), and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and LAS ENTRADAS DEVELOPMENT CORPORATION, a Texas corporation (including its Designated Successors and Assigns) (collectively, the “**Developer**”). The City and the Developer are sometimes referred to as a “**Party**” and collectively herein as the “**Parties**.”

RECITALS:

A. City and Developer previously entered into that certain Development Agreement (EntradaGlen) dated effective July 7, 2021 (the “**Agreement**”), that certain First Amendment to Development Agreement (EntradaGlen) dated effective June 15, 2022 (the “**First Amendment**”), and that certain Second Amendment to Development Agreement (EntradaGlen) dated effective November 16, 2022 (the “**Second Amendment**” and collectively with the Agreement and the First Amendment the “**Development Agreement**”), for that certain mixed-used master-planned project located in the City of Manor, Travis County, Texas, as more particularly described in the Development Agreement.

B. The Development Agreement provides, among other things, provisions related to the Developer conveying to the City approximately five acres, as described in the Development Agreement, in lieu of a public benefit fee under the City’s PID policy.

C. The City and Developer desire to modify and amend the Development Agreement in certain respects, as more particularly set forth in this Third Amendment in connection with the timing of the conveyance of the approximately five acres.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

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

(2) Capitalized Terms. All capitalized terms in this Third Amendment shall have the same meanings as in the Development Agreement unless expressly provided otherwise herein.

(3) Public Benefit Fee. Sections (3) (a) and (b) of the Second Amendment to the Development Agreement are deleted in their entirety and replaced as follows:

“(3)(a) A 2.84 acre tract, as described in Exhibits A-1 and A-2 (“Tract 1”), shall be conveyed to the City through metes and bounds. Until a deed conveying Tract 1 to the City

is delivered to the City, with a release of lien, the Improvement Area No. 2 bond proceeds shall be subject to a holdback from release to Developer in the amount of \$2,450,000.

(b) A 2.16 acre tract, as described in Exhibits A-1 and A-2 (“Tract 2”), shall be conveyed to the City through metes and bounds. Until a deed conveying Tract 2 to the City is delivered to the City, with a release of lien, the Improvement Area No. 2 bond proceeds shall be subject to a holdback from release to Developer in the amount of \$2,450,000.”

(c) The total amount of holdback of Improvement Area No. 2 bond proceeds under subsections (a) and (b) shall be \$2,450,000.

(4) Ratification of Agreement/Conflict. All terms and conditions of the Development Agreement are hereby ratified and affirmed, as modified by this Third Amendment. To the extent there is any inconsistency between the Development Agreement and this Third Amendment, the provisions of this Third Amendment shall control.

(5) No Waiver. Neither City’s nor Developer’s execution of this Third Amendment shall (a) constitute a waiver of any of its rights and remedies under the Development Agreement or at law with respect to the other party’s obligations under the Development Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

(6) Governing Law. This Third Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

(7) Signatory Warranty. The signatories to this Development Agreement warrant that each has the authority to enter into this Development Agreement on behalf of the organization for which such signatory has executed this Development Agreement.

(8) Interpretation. This Development Agreement 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 Development Agreement.

(9) Verifications of Statutory Representations and Covenants. Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Third Amendment shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Third Amendment, notwithstanding anything in this Third Amendment to the contrary.

(a) Not a Sanctioned Company. Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under

Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Third Amendment. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. Developer hereby verifies 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 discriminate against a firearm entity or firearm trade association during the term of this Third Amendment. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. Developer hereby verifies 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 Third Amendment. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

(10) Entire Agreement. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Third Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

(11) Counterparts. This Third Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the Third 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 _____, 2025, 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

DEVELOPER:

**LAS ENTRADAS DEVELOPMENT
CORPORATION**, a Texas corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025,
by _____, _____ of Las Entradas Development Corporation, a Texas
corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

ACKNOWLEDGED AND AGREED TO:

**DD&B CONSTRUCTION,
INC.**, a Delaware corporation

By: _____
Name: _____
Title: _____