

SECOND AMENDMENT TO EARNEST MONEY CONTRACT

THIS SECOND AMENDMENT TO EARNEST MONEY CONTRACT (the, “Second Amendment”), is entered into and effective this ____ day of _____, 2023 (the, “Effective Date”), by and among Greenview Development Greenbury, L.P., a Texas limited partnership, and Greenview Development 973, L.P., A Texas limited partnership (Greenview Development Greenbury, L.P. and Greenview Development 973, L.P. collectively referred to as, the, “Seller”), and the City of Manor, Texas, a political subdivision of the State of Texas (the, “Buyer”), upon the terms and conditions set forth herein.

RECITALS

Whereas, the Seller and the Buyer previously entered into that certain Earnest Money Contract with the effective date of the 27th day of April, 2022 and the First Amendment to Earnest Money Contract dated December 21, 2022 (collectively the, “Earnest Money Contract”); and

Whereas, the Seller and Buyer wish to amend the Earnest Money Contract as set forth in this Second Amendment.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the Buyer and Seller agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made part of this Second Amendment.
2. Capitalized Terms. All capitalized terms in this Second Amendment shall have the same meanings as in the Earnest Money Contract unless otherwise expressly provided herein.
3. Closing Date. The first paragraph of Section 8 is deleted in its entirety and replaced as follows:

“**8. CLOSING**. The closing of the sale (“Closing”) shall occur on or before the 31st day of January 2023 (the “Closing Date”). If either party fails to close this sale by the Closing Date, the non-defaulting party shall be entitled to exercise the remedies contained in Section 13.”
4. Ratification of Agreement/Conflict. All terms and conditions of the Earnest Money Contract are hereby ratified and affirmed, as modified by this Second Amendment. To the extent there is any inconsistency between the Earnest Money Contract and this Second Amendment, the provisions of this Second Amendment shall control.
5. Governing Law. This Second Amendment shall be construed and enforced in accordance with the laws of the State of Texas.
6. Anti-Boycott Verification. To the extent this Second Amendment constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, Seller represents that neither Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Seller (i) boycotts Israel or (ii) will boycott Israel through the term of this Second 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.

7. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Second 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, Seller represents that Seller 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.
8. Anti-Boycott Verification – Energy Companies. The Seller 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 Second 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).
9. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Seller 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Second 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.
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 Second Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

11. Counterparts. This Second 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 Effective Date stated above.

BUYER:

CITY OF MANOR, TEXAS

BY: _____
Scott Moore, City Manager


ATTTEST:

BY: _____
Lluvia T. Almaraz, City Secretary

SELLER:


GREENVIEW DEVELOPMENT GREENBURY, L.P.
a Texas limited partnership

BY: GREENVIEW DEVELOPMENT CORP.
a Texas corporation, the general partner

BY: 
Barth Timmermann, President

GREENVIEW DEVELOPMENT 973, L.P.
a Texas limited partnership

BY: GREENVIEW DEVELOPMENT CORP.
a Texas corporation, the general partner

BY: 
Barth Timmermann, President