

**SECOND AMENDMENT TO CHAPTER 380 GRANT AGREEMENT**  
**BUTLER COMMERCIAL PROJECT**

**THIS SECOND AMENDMENT TO CHAPTER 380 GRANT AGREEMENT BUTLER COMMERCIAL PROJECT** (the, "Second Amendment") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the, "Second Amendment Effective Date"), by and between **13100 FM 973, INC.**, a Texas corporation ("Owner") and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (the "City"). The City 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 Amended Agreement as defined hereinbelow.

**RECITALS**

**WHEREAS**, on June 15, 2022, the City and Owner entered into that certain Chapter 380 Grant Agreement Butler Commercial Project (the, "Agreement"), subsequently amended by that certain First Amendment to Chapter 380 Grant Agreement Butler Commercial Project on February 21, 2024, (collectively, the Agreement and First Amendment are referred to as the, "Amended Agreement") relating to the City providing economic incentives to the Owner in exchange for the construction of a mixed-used development project and compliance with a development agreement entered into simultaneously with the Agreement; and

**WHEREAS**, the Parties desire to amend the Amended Agreement to change the deadline for submitting certain documentation to the City and the definition of, "Year 1," as defined in the Amended Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. Amendment of Article VI, Section B, Payment of the Chapter 380 Grants. Article VI, Section B, Payment of the Chapter 380 Grants of the Amended Agreement is hereby amended to change the date April 30 as it appears in Article VI, Section B(3) to June 30. For clarity, it is the intent of the Parties that deadline for providing the documentation described in Article VII shall be June 30 of every year during the term of the Agreement.

2. Amendment of Article II, Section CC, Definition of, "Year 1". Article II, Section CC, Definition of, "Year 1," is hereby amended to read as follows:

"CC. **Year 1** means June 15, 2022."

3. Amendment of Article VI, Section B.4. The second sentence in Article VI, Section B.4., is amended to read as follows:

"The Sales Tax received by the City for the **eighty (80)** calendar quarters of the **twenty** Calendar Years following Year 1 will be deposited and paid out to the Developer, in arrears."

4. Miscellaneous.

(a) Except as expressly amended hereby, the Amended Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full

force and effect. Capitalized terms used herein, unless otherwise defined in this Second Amendment, shall have the same meanings as those given in the Amended Agreement. Where any section, subsection or clause of the Amended Agreement is modified or deleted by this Second Amendment, any unaltered provision of such section, subsection or clause of the Amended Agreement shall remain in full force and effect. However, where any provision of this Second Amendment conflicts or is inconsistent with the Amended Agreement, the provision of this Second Amendment shall control.

(b) This Second Amendment constitutes a covenant that runs with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; (ii) may be modified or amended only in writing signed by each party hereto; and (iii) embodies the entire Second Amendment and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

(c) To facilitate execution of this Second Amendment, the parties may execute and exchange counterparts of the signature pages by electronic mail transmission, which counterparts will be deemed original upon receipt.

(d) This Second Amendment is effective as of the Second Amendment Effective Date and any payments of 380 Grants this Second Amendment may cause to become due and payable as a result of this Second Amendment does not create a default under the terms of the Amended Agreement.

5. No Waiver. Neither City's nor Owner's execution of this Second Amendment shall (a) constitute a waiver of any of its rights and remedies under the Amended Agreement or at law with respect to the other Party's obligations under the Amended 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 Second Amendment shall be construed and enforced 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.

7. Signatory Warranty. 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.

8. Interpretation. 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.

9. Entire Agreement. This Second Amendment and the Amended Agreement, as amended by this Second Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein and 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. The Parties hereto agree and understand that this Second Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

10. Captions. 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.

11. Severability. 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.

12. Verifications. Owner 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 Owner 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 Amended Agreement as amended by this Second Amendment shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Second Amendment, notwithstanding anything in this Second Amendment to the contrary.

(a) Not a Sanctioned Company. Owner 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 Owner 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. Owner 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 Second 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. Owner 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 Second 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. Owner 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. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

13. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals.

**EXECUTED** in multiple originals, and in full force and effect as of the 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

*[Signatures continue on next page.]*

**OWNER:**

**13100 FM 973, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Edward S. Butler, President

**THE STATE OF TEXAS                    §**

**COUNTY OF TRAVIS                    §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2025, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas