



# COMMERCIAL CONTRACT AMENDMENT

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## AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

401 Oxford Street, Tomball, TX 77375

Effective January 18, 2023, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

- ☐ A. **Sales Price:** The sales price in Paragraph 3 of the contract is changed to:
- Cash portion payable by Buyer at closing. .... \$ \_\_\_\_\_
- Sum of all financing described in the contract. .... \$ \_\_\_\_\_
- Sales price (sum of cash portion and sum of all financing) .... \$ \_\_\_\_\_
- ☒ B. **Property Description:** The Property's legal description in Paragraph 2A of the contract is changed to the legal description described ~~on the attached Exhibit~~ **or as follows:**  
**being approximately 4.63 acres of land comprised of Lot 13 of First Baptist Church of Tomball Subdivision and Lots 1-24 of Block 57, Lots 10-12 of Block 56, Lots 13-24 of Block 17, Lots 13-15 of Block 12, Lots 16 & 43-46 of Block 44 and Lots 17-19 & 43-48 of Block 46 of the Tomball Subdivision, together with approximately 84,420SF Mixed-Use Facility as depicted on the Aerial Site Plan attached as Exhibit "A" to the Contract.**
- ☐ C. **Repairs:** Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

- ☐ D. **Extension of Feasibility Period:** Prior to the expiration of the feasibility period, Buyer may extend the feasibility period until 11:59 p.m. on \_\_\_\_\_ (date) by delivering \$ \_\_\_\_\_ to the title company as additional earnest money.
- (1) \$ \_\_\_\_\_ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph D, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.
- (2) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
- (a) The additional independent consideration.
- (b) (Check no boxes or only one box.)
- ☐ all or ☐ \$ \_\_\_\_\_ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under the contract.

If no dollar amount is stated in this Paragraph D as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

(TXR-1932) 07-08-22

Initialed for Identification by Seller

DS DS DS DS  
 and Buyer

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Amendment to Commercial Contract concerning 401 Oxford Street, Tomball, TX 77375

- ☐ E. Extension of Financing Deadline: The deadline for Buyer to give notice of inability to obtain the:
- ☐ (1) Third party loan(s) described in Subparagraph A(2) of the Commercial Contract Financing Addendum is extended until \_\_\_\_\_ (date).
  - ☐ (2) Assumption approval described in Subparagraph B(6) of the Commercial Contract Financing Addendum is extended until \_\_\_\_\_ (date).
  - ☐ (3) Buyer has paid Seller additional consideration of \$ \_\_\_\_\_ for the extension financing deadline. This additional consideration ☐ will ☐ will not be credited to the sales price upon the closing of the sale.
- ☐ F. Closing: The closing date in Paragraph 10A of the contract is changed to \_\_\_\_\_.
- ☐ G. Expenses: At closing Seller will pay the first \$ \_\_\_\_\_ of Buyer's expenses under Paragraph 13 of the contract.
- ☐ H. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.
- ☐ I. Counterparts: If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- ☒ J. Other Modifications:  
**All other terms and conditions of the Contract and its Special Provisions Addendum remain the same and are unchanged by this Amendment.**

**Seller: First Baptist Church of Tomball**

DocuSigned by:  
 By: W. R. Fort  
 D7C6375744E14E8  
**W. R. Fort, Trustee**  
 DocuSigned by:  
 By: Jeffrey J. Erdely  
 51BA086D64DC446  
**Jeff J. Erdely, Trustee**  
 DocuSigned by:  
 By: Donald R. Davis, Jr.  
 73010ADD924E345C  
**Donald R. Davis Jr., Trustee**

**Buyer: Tomball Economic Development Corporation**

By: \_\_\_\_\_  
 DocuSigned by:  
 By (signature): [Signature]  
 258EC51BE10C4DB  
 Printed Name: **Kelly Violette**  
 Title: **Executive Director**

By: \_\_\_\_\_

By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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