

**AMENDMENT AND ASSIGNMENT CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**

This Amendment and Assignment of Chapter 380 Economic Development Agreement (this "Amendment") is made and entered into effective as of November 17, 2023, by and between the City of Willow Park, Texas ("City"), UNCO RE Holdings, LLC ("Developer"), and BPO Real Estate, LLC ("Assignee").

**RECITALS**

- A. City and Developer entered into that certain Chapter 380 Economic Development Agreement dated as of December 10, 2021 (the "Agreement"). Capitalized terms used herein and not defined herein shall have the meanings given to them in the Agreement.
- B. Under Section 12.05 of the Agreement, Developer may assign this Agreement to its Affiliate that ultimately purchased the Property.
- C. Assignee ultimately purchased the Property.
- D. City, Developer, and Assignee desire to assign and amend the Agreement as set forth herein.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, City, Developer and Assignee hereby agree as follows:

- 1. **Developer's Obligations.** The time periods in Article IV, Section 4.01(12) are hereby amended as follows:
  - a. "[T]wenty-four (24) months" in subsection (ii) is hereby amended to read "forty (40) months."
  - b. "[T]hirty (30) months in subsection (iii) is hereby amended to read "forty-six (46) months."
- 2. **Assignment and Assumption.** Developer hereby assigns, sells, conveys, and transfers any and all of its right, title and interest in and to the Agreement to Assignee. Assignee hereby assumes and agrees to perform all of the terms, covenants, obligations and conditions of the Agreement on the part of the Developer therein required to be performed.
- 3. **Continuance of Agreement; Binding Effect; Governing Law.** All provisions of the Agreement, as amended hereby, shall remain in full force and effect and unchanged, except as provided herein. If any provision of this Amendment conflicts with the Agreement, the provisions of this Amendment shall control. This Amendment is binding upon and shall inure to the benefit of City and Developer, and their respective successors and permitted assigns. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.
- 4. **Counterparts.** This Amendment may be executed in any number of counterparts (including execution by facsimile or other electronic transmission) with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same document. Signature pages may be detached from the counterparts and attached to a single copy of this consent to physically form one document.

[Signature Page Follows]

IN WITNESS WHEREOF, City, Developer and Assignee have executed this Amendment as of the date first written above.

**City of Willow Park**

BY: \_\_\_\_\_  
Doyle Moss, Mayor

**ATTEST:**

\_\_\_\_\_  
**Crystal Dozier, City Secretary**

**UNCO RE Holdings, LLC**

By: \_\_\_\_\_  
Name: Sameer  
Title: Co-CEO

**BPO Real Estate, LLC**

By: \_\_\_\_\_  
Name: Sameer Patel  
Title: Co-CEO