

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

This THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is entered into and effective as of April 11, 2022, (the “**Effective Date**”), by and between **VICTORY GROUP, LLC**, a Nevada limited liability company, or its assignee (“**Purchaser**”) and **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas corporation (“**Seller**”).

BACKGROUND

Seller and Purchaser entered into that certain Purchase and Sale Agreement effective July 30, 2021 (as amended, the “**Agreement**”) in connection with the sale of certain real property located in the City of Wylie, Collin County, Texas, and as more particularly described in the Agreement. Seller and Purchaser desire to amend the Agreement as provided below.

AGREEMENT

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Approval Period.** The Approval Period, (as defined in **Section 2.06(a)** of the Agreement) is hereby extended until 5:00 P.M. Central Daylight Time (CDT) on May 11, 2022.
2. **Approval Period Extension** This Third Amendment terminates any further right for an Approval Period Extension, (as defined in **Section 2.06(c)** of the Agreement).
3. **Miscellaneous.**
 - (a) Capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement.
 - (b) In all other respects, the terms of the Agreement remain unchanged and in full force and effect.
 - (c) The parties acknowledge that to each parties’ actual knowledge, without investigation, neither Seller nor Purchaser is in default under the Agreement.
 - (d) Seller and Purchaser acknowledge and agree that there are no unwritten, oral agreements between the parties.
 - (e) In the event of any conflict between the meaning of any provision of this Amendment and any provision of the Agreement, the provisions of this Amendment shall control.
 - (f) All the covenants, terms, and conditions set forth herein shall be binding upon and

shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

(g) This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Facsimile and Portable Document Form (PDF) signatures shall be effective for purposes of this Amendment.

[Remainder of page intentionally left blank – signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority and effective and binding as of the date first set above.

PURCHASER: **VICTORY GROUP, LLC,**
 a Nevada limited liability company

By: _____
 Tony Ramji, Manager

Date: _____

SELLER: **WYLIE ECONOMIC**
 DEVELOPMENT CORPORATION,
 a Texas corporation

By: _____
Name: _____
Title: _____
Date: _____