

THIRD AMENDMENT TO REAL ESTATE SALES CONTRACT

THIS **THIRD AMENDMENT TO REAL ESTATE SALES CONTRACT** (“Amendment”) is effective on August ___, 2023, between **WYLIE ECONOMIC DEVELOPMENT CORPORATION** (“Seller”) and **MLKJ INVESTMENTS LLC**, a Texas limited liability company (“Purchaser”).

RECITALS

WHEREAS, the parties hereto entered into that certain Real Estate Sales Contract dated September 21, 2022 (the “Contract”), as amended by that certain First Amendment to Purchase and Sale Agreement dated to be effective March 22, 2023, and as amended by that certain Second Amendment to Purchase & Sale Agreement dated to be effective June 21, 2023 (as amended, the “Contract”), whereby Seller agreed to sell to Purchaser and Purchaser agreed to purchase from Seller Lots 2, 3, and 4 of Wyndham Estates, Phase III, an addition to the City of Wylie, Collin County, Texas (the “Land”), together with all benefits, privileges, easements, tenements, hereditaments, rights and appurtenances thereon or pertaining to such Land (collectively the “Property”), as further described in the Contract; and

WHEREAS, Seller and Purchaser desire to amend the Contract in certain respects as set forth below.

NOW THEREFORE, in consideration of the Property, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and the Parties agree herein to amend the Contract as follows:

1. **Capitalized Terms**. Unless otherwise defined herein, capitalized terms shall have the meaning as set forth in the Contract.
2. **Feasibility Period Extension**. Seller and Purchaser hereby agree to amend Section 3.04 of the Contract to extend the expiration of the Feasibility Period by ninety (90) days, such that the Feasibility Period shall expire October 31, 2023.
3. **Continued Validity**. Except as amended herein, each and every term of the Contract shall remain in full force and effect as originally written and executed.
4. **Counterparts/Delivery**. This instrument may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement. The parties hereto may execute and deliver this instrument by forwarding facsimile, telefax, electronic pdf or other means of copies of this instrument showing execution by the parties sending the same. The parties agree and intend that such signature shall have the same effect as an original signature, that the parties shall be bound by such means of execution and delivery, and that the parties hereby waive any defense to validity based on any such copies or signatures.
5. **Captions**. Headings of paragraphs are for convenience of reference only and shall not be construed as part of this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date set forth above.

SELLER:

WYLIE ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Name: _____
Title: _____

PURCHASER:

MLKJ INVESTMENTS LLC, a Texas limited
liability company

By: BR Profits, Inc., a Texas corporation,
Manager

By: _____
Name: _____
Title: _____

By: Ojos Investments LLC, a Texas limited
liability company, Manager

By: _____
Name: _____
Title: _____