

## THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS **THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT** ("Amendment") is effective on January 12, 2024, between **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation ("Seller") and **MCCLURE PARTNERS CONSTRUCTION COMPANY**, a Texas limited liability company ("Purchaser").

### RECITALS

**WHEREAS**, the parties hereto entered into that certain Purchase and Sale Agreement, dated to be effective August 19, 2020, as amended by that certain First Amendment to Purchase and Sale Agreement dated to be effective March 16, 2022 and Second Amendment to Purchase and Sale Agreement dated to be effective July 19, 2023 (as amended, the "Contract"), which extended the Water Line Relocation Deadline to September 30, 2023, with the Water Line Relocation Date being September 29, 2023, whereby Seller agreed to sell to Purchaser and Purchaser agreed to purchase from Seller, *approximately 1.74 acres (75,804 square feet), being Lot 5 at Hwy 78 and Brown, City of Wylie, Collin County, Texas* (the "Land"), together with any and all improvements located thereon, together with all benefits, privileges, 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. **Inspection Period Extension.** Seller and Purchaser hereby agree to amend Section 1.1 (K). of the Contract to extend the expiration of the Inspection Period by (90) days, such that the Inspection Period shall expire April 26, 2024.
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.

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

**SELLER:**

Wylie Economic Development Corporation, a  
Texas non-profit corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

McClure Partners Construction Company, a Texas  
corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_