

#### **FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT**

This **FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this “**Fourth Amendment**”) dated as of October 31, 2022, is entered into by and between **CITY OF FARMERS BRANCH** (“**Seller**”) and **TCCI LAND COMPANY, LLC** (“**Purchaser**”). Seller and Purchaser referred to herein collectively as “**the Parties**” and individually as “**Party**.”

#### **WITNESSETH:**

**WHEREAS**, Seller and Buyer entered into that certain Purchase and Sale Agreement dated effective as of September 10, 2021 (the “**Original Contract**”) relating to the sale of 1.0065 +/- acres out of the Noah Good Survey, Abstract No. 520, City of Farmers Branch, Dallas County, Texas (the “**Property**”), as further described in the Original Contract; and

**WHEREAS**, the Parties have previously amended the Original Contract pursuant to (i) that certain *First Amendment to Purchase and Sale Agreement* effective February 9, 2022 (the “**First Amendment**”) (ii) that certain *Second Amendment to Purchase and Sale Agreement* effective May 5, 2022 (the “**Second Amendment**”), and (iii) that certain *Third Amendment to Purchase and Sale Agreement* effective August 17, 2022 (the “**Third Amendment**”) (the Original Contract, First Amendment, Second Amendment, and Third Amendment, collectively referred to herein as “**the Contract**”); and

**WHEREAS**, the Parties further desire to amend the Contract for their mutual benefit.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **Definitions.** All initially capitalized terms not otherwise defined in this Third Amendment shall have the meanings set forth in the Contract unless the context clearly indicates otherwise.
2. **Amendments to Contract:** The definition of “Entitlement Period” as set forth in the Contract is amended to read as follows:

**Entitlement Period:** The period commencing on the first day after the end of the Inspection Period and ending on December 1, 2022.

3. **Ratification.** Except as modified by this Fourth Amendment, the Contract shall remain unmodified and in full force and effect and is hereby ratified and confirmed in all respects by Seller and Purchaser.
4. **Counterparts.** This Fourth Amendment may be executed in multiple counterparts, which shall together constitute a single document. A facsimile or electronic (PDF) transmission of an original signature shall be binding hereunder.

**IN WITNESS WHEREOF**, the Parties have duly executed this Fourth Amendment the day and year first above written.

**Signatures on Following Page**

**Seller:**  
**CITY OF FARMERS BRANCH, TEXAS**

By: \_\_\_\_\_  
John Land, Interim City Manager

Signed and agreed: October \_\_, 2022

**Purchaser:**

**TCCI LAND COMPANY, LLC,**  
**a Texas limited liability company**

**By: TCCI Management Corp.,**  
**a Texas corporation its manager**

By: \_\_\_\_\_  
Tommy N. Cansler, President

Signed and agreed: October \_\_, 2022

#### **TITLE COMPANY RECEIPT**

Title Company acknowledges receipt of a copy of this Agreement executed by both Seller and Purchaser on the \_\_\_\_ day of \_\_\_\_\_ 2022.

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

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

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