

**SECOND AMENDMENT  
TO REAL ESTATE SALE CONTRACT**

This Second Amendment to Real Estate Sale Contract is entered into effective the date it is last executed, between GRANER INVESTMENTS, L.P., a Texas limited partnership ("Seller"), and PIONEERS LLC, a Minnesota limited liability company, or assigns ("Buyer"), and COUNTY OF WILLIAMSON, TEXAS ("Assignee").

The parties entered into a Real Estate Sale Contract dated effective the 3<sup>rd</sup> day of April, 2017, and as amended on the \_\_\_\_ of June, 2017, (the "Contract"). Buyer has subsequently assigned its interest in the Contract to Assignee. The parties now desire to amend such Contract and in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Closing Date. Section 5 of the Contract shall be replaced in its entirety with the following: The closing of this Contract ("Closing") shall take place at the offices of the Escrow Agent on or before September 14<sup>th</sup>, 2017, or as otherwise agreed to between the parties. Seller shall deliver possession of the Property at Closing.
2. Prorations. Section 7 of the Contract shall be replaced in its entirety with the following: The rents, income and expenses from the Property shall be prorated between Seller and Buyer as of the date of Closing. Seller shall pay, in full, all tax liens, including, without limitation, all farm use and/or rollback taxes, special assessments, and material and/or workman liens against the Property upon the date of Closing, whether or not any such lien or special assessment is payable installments. Seller shall pay, in full, all transfer taxes due to the state upon the date of Closing. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. The obligations imposed by this paragraph shall survive Closing.
3. Inspection Period. The second full paragraph of Section 10 of the Contract is deleted and replaced with the following:

Beginning on the Effective Date of this Contract and continuing until August 30<sup>th</sup>, 2017, as may be extended by agreement of the parties, (referred to herein as the "Inspection Period"), Buyer and its agents, at Buyer's sole cost and expense, shall have the right to enter the Property to inspect the Property and perform and/or obtain any tests, surveys, studies and assessments, including, but not limited to, a Phase I and Phase II Environmental Assessment involving soil and ground water borings and/or excavations as determined necessary by Buyer. Seller agrees to reasonably cooperate with Buyer, at no cost or expense to Seller, regarding Buyer's inspection of the Property, including, but not limited to, executing any disposal manifests or other documents related to the environmental testing performed by Buyer. In the event Buyer determines during the Inspection Period that the Property is not suitable for Buyer's intended use due to the presence of any Environmental Matters, Buyer may elect to terminate this Contract by delivering written notice to Seller and Escrow

Agent on or prior to the date of expiration of the Inspection Period. If this Contract is terminated, the Earnest Money shall be distributed pursuant to the provisions of paragraph 17, and neither party shall have any further obligations hereunder. In the absence of such termination notice, this inspection condition shall be deemed satisfied, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property upon Closing. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections, provided, in no event shall the Buyer have any liability to Seller for any diminution in the value of the Property resulting from any defect, environmental conditions or property conditions discovered by the Buyer in its examinations described in this paragraph. Buyer's obligations imposed by this paragraph shall survive termination of this Contract for a period of one (1) year.

4. Assignment. Section 23(d) of the Contract is deleted in its entirety and replaced with the following: "Buyer may assign this Contract to the County of Williamson, Texas. Seller agrees to relieve Pioneers of any and all liabilities with regards to this Contract in the event the Contract is assigned to the County of Williamson, Texas."
5. Median Break Access. Paragraph 23(h) is deleted in its entirety.

In all other respects, the Contract is hereby ratified and confirmed.

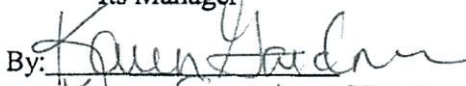
APPROVED BY SELLER: This 28 day of June, 2017.

GRANER INVESTMENTS, LP

By   
General Partner

APPROVED BY BUYER: This 29 day of June, 2017.

PIONEERS LLC  
By Pioneers Holding LLC  
Its Manager

By:   
Karen Gardner (Name)  
Managing Member (Title)

APPROVED BY ASSIGNEE: This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

COUNTY OF WILLIAMSON, TEXAS

By: 

**Dan A. Gattis, County Judge**