

STATE OF TEXAS §

COUNTY OF BRAZOS §

**THIRD AMENDMENT TO
PRE-DEVELOPMENT CONSULTANT AND
MASTER DEVELOPMENT TRI-PARTY AGREEMENT**

This Third Amendment to the above titled agreement (“Third Amendment”) is entered into on this the ___ day of November, 2024, and additionally amends the *Pre-Development Consultant and Master Development Tri-Party Agreement* entered into on November 17, 2021 and amended October 12, 2022, and November 17, 2023.

WHEREAS, diligent efforts have been ongoing in furtherance of the original Agreement, and success has been realized in further assembling of properties and progression in the concept for development of the Redevelopment Area; and

WHEREAS, in order to protect the parties’ investment of time and capital it is agreed that further marketing and development will need to be done and more time will be required to achieve the goals of the Agreement; and

WHEREAS, the parties have agreed to an extension of the Agreement, as well as an extension of the compensation and marketing efforts, in accordance with the terms set forth herein,

NOW, THEREFORE, it is agreed by the parties as follows:

1. All capitalized terms as used herein shall have the definition given in the Agreement or as otherwise defined herein.
2. All terms and conditions of the Agreement as amended by the First Amendment not expressly modified by this Second Amendment shall remain in full force and effect.
3. Section III.C.3. of the Agreement is amended to read as follows:

“The Consultant shall facilitate the submittal of Third-Party Development Agreement(s) for any Redevelopment Area projects within sixty (60) months after the Effective Date; and”

4. Section III.C.4. is amended to read as follows:

“Any Third-Party Development Agreement(s) facilitated by the Consultant shall be given final consideration by City Council within sixty-six (66) months after the Effective Date of this agreement.”

[remainder of this page intentionally left blank]

5. Section IV.A. of the Agreement is amended to restate the first sentence as follows:

“The Consultant/Master Developer shall be reimbursed by BCD for actual expenses related to marketing the property and identifying and securing one or more third-party developer(s) in an amount not to exceed \$150,000.00 during the Term of this Agreement as amended.”

6. Section IV.B. of the Agreement is amended to add to the end of the paragraph a new sentence:

“Consultant/Master Developer shall be compensated by BCD for its services an additional sum of \$60,000.00, payable in twelve (12) equal installments of \$5,000.00 on a monthly basis during the twelve-month period beginning the thirty-seventh (37th) month after the Effective Date.”

Executed to be effective as of the date above written, when signed by all parties and on the date the last party signs.

CITY OF BRYAN, TEXAS

BRYAN COMMERCE AND DEVELOPMENT, INC.

Bobby Gutierrez, Mayor

Bobby Gutierrez, President

ATTEST:

ATTEST:

Melissa Brunner, City Secretary

Melissa Brunner, Secretary

APPROVED AS TO FORM

APPROVED AS TO FORM

Thomas A. Leeper, City Attorney

Thomas A. Leeper, Attorney

LERO & ASSOCIATES, INC.

Bill Lero, President