

FIRST AMENDMENT TO AGREEMENT OF SALE

Henrietta, TX – 210 N Bridge St. (BE #120329)

THIS FIRST AMENDMENT TO AGREEMENT OF SALE ("**Amendment**") is entered into by Clay County, Texas ("**Buyer**"), and Wells Fargo Bank, N.A. ("**Seller**"), as of the date this Amendment is executed by the last to sign of Buyer and Seller as shown on the signature page(s) attached hereto, with reference to the following recitals of facts.

A. Buyer and Seller are parties to that certain Agreement of Sale dated December 10, 2019 (the "**Agreement**"), with respect to certain property located at 210 N Bridge, Henrietta, Texas, as more fully described in the Agreement (the "**Premises**").

B. Subject to the terms of this Amendment, the parties desire to modify the Agreement as set forth below.

The parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Amendment that are not specifically defined herein have the meanings given such terms in the Agreement.

2. **Closing Date.** The Closing Date row of the Key Provisions Summary of the Agreement is hereby deleted and replaced with the following:

Closing Date	Not later than April 10, 2020 (Section 11.1)
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3. **Brokers.** Each party represents to the other that it has had no dealings with any real estate broker, agent, or finder in connection with the negotiation of this Amendment other than Lem Miller of Sandia Commercial Real Estate, representing Seller ("**Broker**") and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Amendment other than Broker.

4. **Confirmation of Agreement.** Except as otherwise set forth in this Amendment, the Agreement remains in full force and effect in accordance with its original terms and is binding on Buyer and Seller, their respective heirs, executors, administrators, successors, and assigns.

5. **Counterparts.** The parties may execute this Amendment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., scanned PDF by email) is as effective as executing and delivering this Amendment in the presence of the other parties to this Amendment. This Amendment is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Amendment, a party must produce or account only for the executed counterpart of the party to be charged. Any party delivering an executed counterpart of this Amendment by facsimile also shall deliver a manually executed counterpart of this Amendment, but the failure to do so does not affect the validity, enforceability, or binding effect of this Amendment.

6. **Authority & Consent.** Each party represents to the other that this Amendment has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Amendment.

7. **Amendment Date.** The date this Amendment is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Amendment. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Amendment and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Amendment, then such date is the date of this Amendment.

8. **Merger/Prior Agreements.** THIS AMENDMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE AGREEMENT AS AMENDED BY THIS AMENDMENT. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS AMENDMENT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS AMENDMENT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS AMENDMENT. THE PROVISIONS OF THIS AMENDMENT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS AMENDMENT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AMENDMENT AND IN THE AGREEMENT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS AMENDMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS AMENDMENT.

[Remainder of Page Left Blank Intentionally – Signatures on Following Page(s)]

The parties hereby execute this Amendment as of the dates set forth below.

Buyer:

Clay County, Texas

By: 

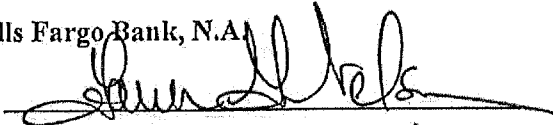
Print Name: MIKE CAMPBELL

Title: COUNTY JUDGE

Date: 2/11/2020

Seller:


Wells Fargo Bank, N.A.

By: 

Print Name: Fawn G. Nelson

Title: Vice President

Date: 02/12/2020

By: 

Print Name: Chad Carter

Title: Vice President

Date: 02/12/2020