

**ADDENDUM TO THE DEVELOPMENT AND
ANNEXATION AGREEMENT FOR THE TEXAS
LEHIGH PROPERTIES**

This Addendum to the Development and Annexation Agreement for Texas Lehigh Properties (the “Addendum”) is made and entered into as of the 15th day of December, 2020 (the “Effective Date”) by and between the City of Kyle, Texas, a Texas home rule municipal corporation (the “City”), and Texas Lehigh Cement Company, LP, Texas limited partnership (the “Owner”). The City and the Owner are sometimes referred to herein as the “Parties.”

I. Recitals

Whereas, the Parties entered that certain Development and Annexation Agreement dated December 14, 2005 (the “Original Agreement”);

Whereas, the original term of the Original Agreement is fifteen years, unless extended by approval of the City Council;

Whereas, the Owner has requested that the City extend the term of the Original Agreement;

Whereas, the City and the Owner desire to negotiate amendments to the Original Agreement; and

Whereas, the Parties desire to extend the term of the Original Agreement for six months to allow for negotiation of amendments to the Original Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein along with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties hereto agree as follows:

I. Term Extended

1.01 Term. The term of the Original Agreement shall be extended for a period six (6) months effective as of December 15, 2020.

II. General Provisions

2.01. Amendment of Original Agreement. The Original Agreement is hereby amended to the extent of any conflict with this Addendum. If any provisions conflict between this Addendum and the Original Agreement, this Addendum shall control.

2.02. Entire Agreement. This Addendum, together with any exhibits attached hereto, and the Original Agreement, as amended by this Addendum, constitute the entire agreement between the Parties with respect to the subject matter stated therein, and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof.

2.03. Anti-Boycott Verification. To the extent this Second Addendum constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Owner represents that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this agreement.

The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

2.04. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Addendum constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

CITY:

City of Kyle, Texas

a Texas home-rule municipal corporation

Attest:

By: Jennifer Holm
Name: Jennifer Holm
Title: City Secretary

By: Travis Mitchell
Name: Travis Mitchell
Title: Mayor

**THE STATE OF TEXAS
COUNTY OF HAYS**

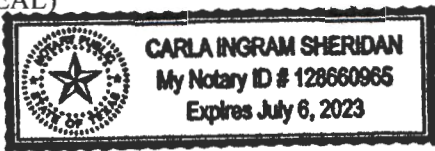
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This instrument was acknowledged before me on this 15th day of December, 2020, by Travis Mitchell, Mayor of the City of Kyle, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Carla Ingram Sheridan
Notary Public, State of Texas

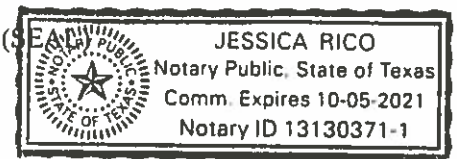


TEXAS LEHIGH CEMENT COMPANY, LP:

By: [Signature]
Name: NEAL TODD G. SON
Title: PRESIDENT.

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this 17th day of December, 2020, by Neal Hodson, President of TLCC, a Limited Liability company, on behalf of said company.



[Signature]
Notary Public, State of Texas