

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made and entered into as of the 9 day of February, 2023, by and between MSW Prosper 380, L.P. ("MSW"), and SC TW-3, LLC ("SC"), as successor in interest to 110 Prosper Property, L.P.

RECITALS

A. WHEREAS, MSW and SC's predecessor-in-interest entered into that certain Development Agreement dated January 11, 2013 (the "Development Agreement").

B. WHEREAS, MSW and SC desire to amend the terms of the Agreement as set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the covenants and premises contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by MSW and SC, MSW and SC agree as follows:

AGREEMENTS

1. Defined Terms. All undefined capitalized terms in this Amendment shall have the same meanings as in the Development Agreement, unless otherwise defined herein.

2. Exhibit C. Exhibit C of the Development Agreement is hereby replaced with the Exhibit C attached hereto.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronic (email) copies of the signature pages to this Amendment shall be deemed to be originals for all purposes of this Amendment.

5. Effect of Amendment. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and confirmed by MSW and SC. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Development Agreement and this Amendment, the terms and provisions of this Amendment shall control.

6. Representations and Warranties. MSW and SC represent and warrant to each other respectively that they have the requisite power and authority to enter into this Amendment; that all necessary and appropriate approvals, authorizations and other steps have been taken to effect the legality of this Amendment; that the signatories executing this Amendment on behalf of MSW and

SC have been duly authorized and empowered to execute this Amendment on behalf of MSW and SC, respectively; and that this Amendment is valid and shall be binding upon and enforceable against MSW and SC and their respective successors and assigns and shall inure to the benefit of MSW and SC and their respective successors and assigns.

IN WITNESS WHEREOF, MSW and SC have duly executed this Amendment as of the day and year first written above.

*Remainder of Page Intentionally Left Blank.
Signature Page Follows.*

MSW:

MSW PROSPER 380, L.P.
a Texas limited partnership

By: MSW Prosper 380 GP, LLC
a Texas limited liability company
its General Partner

By: Matthews Holdings Southwest, Inc.
a Texas corporation
its Manager

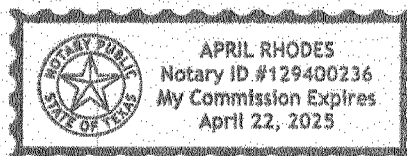
By: Kristian Teleki
Name: Kristian Teleki
Title: Senior Vice President

STATE OF TEXAS)

COUNTY OF Denton)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Kristian T. Teleki, as Senior Vice President of Matthews Holdings Southwest, a Texas corporation and the Manager of MSW Prosper 380 GP, LLC, a Texas limited liability company, the General Partner of **MSW PROSPER 380, LP**, a Texas limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said company and partnership.

GIVEN under my hand and seal, this 22nd day of February, 2023.



AFFIX SEAL

April Rhodes
Notary Public

SC:

SC TW-380, LLC
a Delaware limited liability company

By: 

Name: Stacy O. Standridge

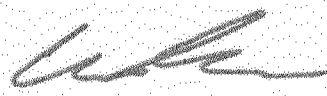
Title: Manager

STATE OF TEXAS

COUNTY OF DALLAS

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)
I, the undersigned, a notary public in and for said county in said state, hereby certify that Stacy O. Standridge, as Manager of SC TW-380, LLC, a Texas limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN under my hand and seal, this 9 day of February, 2023.



Notary Public

AFFIX SEAL

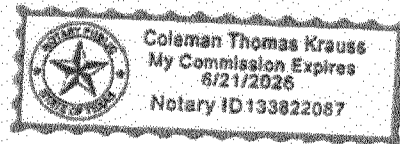
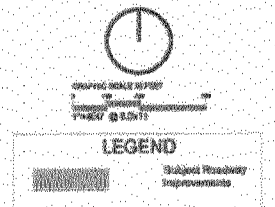
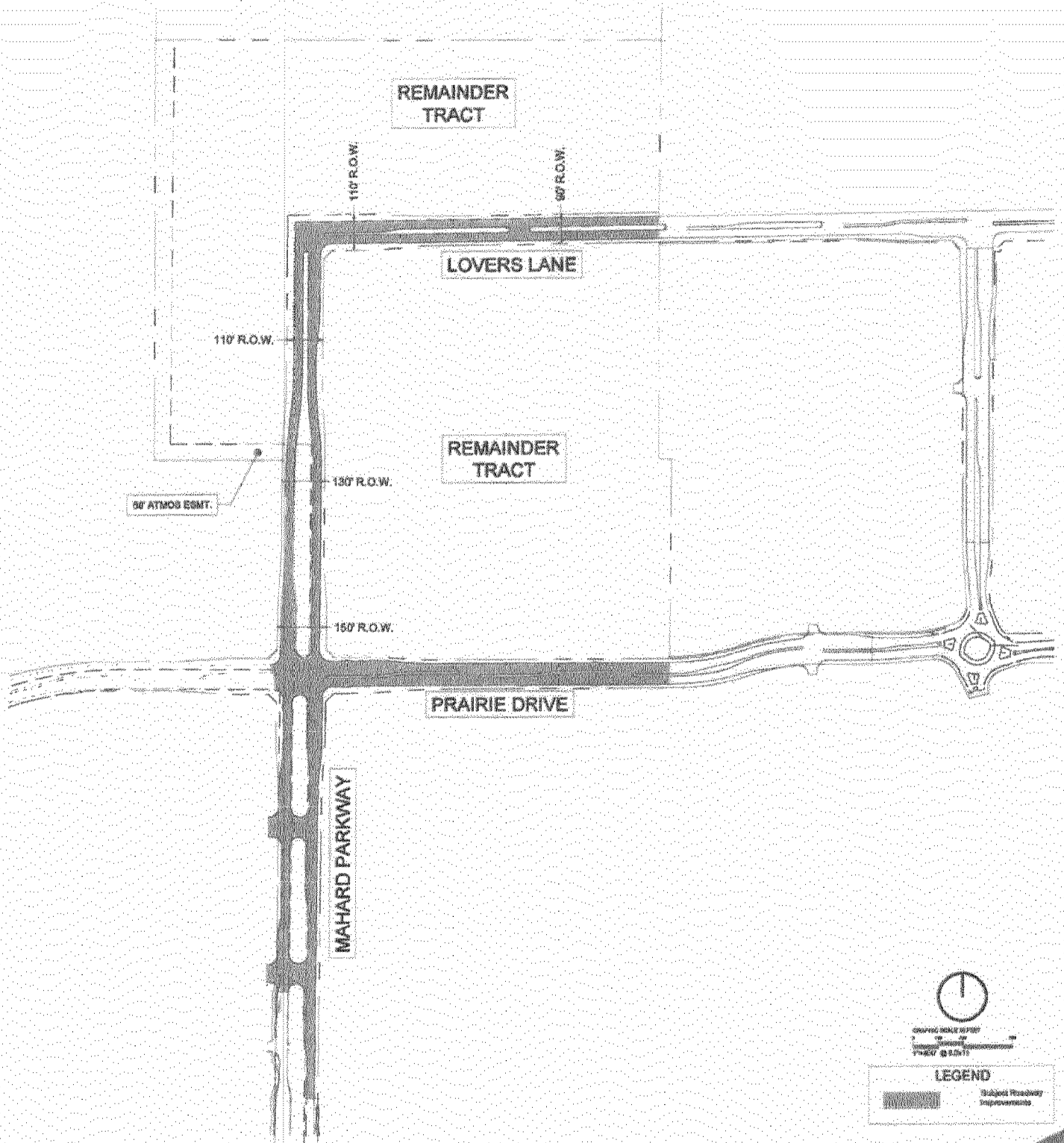


Exhibit C

Location of Roadway Improvements



**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2023000018058

eRecording - Real Property

AMENDMENT

Recorded On: February 23, 2023 05:01 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$42.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023000018058
Receipt Number: 20230223000398
Recorded Date/Time: February 23, 2023 05:01 PM
User: Amanda J
Station: Station 9

Record and Return To:

EPN



**STATE OF TEXAS
COUNTY OF COLLIN**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX