

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN
WILLIAMSON COUNTY, TEXAS, AND SKALMOR, INC., A DELAWARE
CORPORATION, REGARDING THE SALE OF CERTAIN PROPERTY OWNED
BY COUNTY**

THIS FIRST AMENDMENT DEVELOPMENT AGREEMENT BY AND BETWEEN WILLIAMSON COUNTY, TEXAS, AND SKALMOR, INC., A DELAWARE CORPORATION, REGARDING THE SALE OF CERTAIN PROPERTY OWNED BY COUNTY (this “**Amendment**”) is entered into effective as of the Effective Date stated herein, by and between **SKALMOR, INC., a Delaware corporation (“Developer”)** and **WILLIAMSON COUNTY, TEXAS (“County”)**.

Effective on or about February 25, 2026, Developer and County entered into that certain Development Agreement by and between Williamson County, Texas, and Skalmor, Inc., a Delaware Corporation, regarding the sale of certain property owned by County (including all addenda and exhibits attached thereto, the “**Agreement**”) regarding certain property situated in Williamson County, Texas and being described as:

“...that certain 7.38 acre tract of land conveyed from Carolville, Ltd., a Texas Limited Partnership (“Carolville”) to County by Warranty Deed recorded in Vol. 1960 Page 449, Official Records of Williamson County, Texas (the “Deed”), and is further identified as Williamson Central Appraisal District Parcel ID# R325467. Said 7.38 acres is more particularly described by metes and bounds in Exhibit “A”, attached hereto (the “County Property”)”

Developer and County agree to amend the Agreement on the following terms and conditions:

1. **Construction.** All capitalized terms used in the Agreement and this Amendment, or terms defined in the Agreement and not defined herein, shall have the same meaning herein as in the Agreement. Except as amended by this Amendment, the Agreement is hereby ratified and confirmed. In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall prevail.

2. **Amendment to Section 2.2.** Section 2.2 of the Agreement is hereby deleted and restated in its entirety as follows:

2.2. **Procedure for Sale of County Property.** As soon as is practicable following completion of the Entitlement Obligation, County shall cause a licensed broker selected and retained by County as its agent pursuant to the requirements of Texas law to list and otherwise offer the County Property for public sale through commercially available listing sources or services as the County’s agent (the “County Broker”), and who shall actively and continuously market the County Property to the public. Developer may retain its own broker agent at its own expense, whom shall also be permitted to engage in additional marketing activities for the County Property as

directed by Developer (the "Developer Broker"). The County's sole obligation to compensate any broker or agent participating in a sale of the Property shall be to compensate the County Broker from the gross sales price pursuant to the terms of a separate agreement between County and County Broker approved by the Commissioners Court. Any compensation to any other broker or agent participating on behalf of a buyer of the County Property shall be made by County Broker from any funds received by County Broker.

The County Broker shall cooperate with the Developer Broker, if any, to set the initial asking price for the sale of the County Property, and County and Developer shall mutually agree on final acceptance of any purchase offer. The form of the Purchase Agreement to be used for sale of all or any portion of the County Property shall be as shown in Exhibit "C" attached hereto and incorporated herein, or as otherwise agreed to between County and Developer.

Developer and County agree that the net monetary proceeds from the sale of all or any portion of the County Property shall be disbursed in cash or other good funds by the Title Company closing a sales transaction for any portion of the County Property as follows (the "Sale Disbursement"):

Fifty-Five Percent (55%) of net sale proceeds to Developer; and

Forty-Five Percent (45%) of net sale proceeds to County

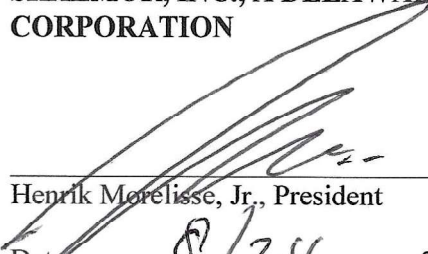
4. **Counterpart Execution.** This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document, and all counterparts will constitute one and the same agreement.

EXECUTED by the undersigned on the dates set forth hereinbelow, to be effective on the last date upon which County and Developer have executed this Amendment (the "Effective Date" of this Amendment).

[signature page follows]

DEVELOPER:

**SKALMOR, INC., A DELAWARE
CORPORATION**



Henrik Morelisse, Jr., President

Date: 08/24, 2026

COUNTY:

WILLIAMSON COUNTY, TEXAS



[Steve Snell \(Sep 3, 2026 11:17:44 CDT\)](#)

Steve Snell, County Judge

Date: Sep 3, 2026, 2026

9/1/26 Agenda Item 63

Final Audit Report

2026-09-03

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