

**SIXTH AMENDMENT TO COMMERCIAL LAND  
PURCHASE AND SALE AGREEMENT**

THIS SIXTH AMENDMENT TO COMMERCIAL LAND PURCHASE AND SALE AGREEMENT (this “**Sixth Amendment**”) is made and entered into as of the Effective Date (as such term is defined in paragraph 3 below) by and between PINTO EAST END LLC, a Delaware limited liability company (“**Seller**”), and HOUSTON HOUSING AUTHORITY, a Texas municipal housing authority (“**Purchaser**”).

**RECITALS:**

**A.** Seller and NRP Properties LLC, an Ohio limited liability company (“**NRP**”), entered into that certain Commercial Land Purchase and Sale Agreement dated effective as of November 20, 2018, as amended by that certain First Amendment to Commercial Land Purchase and Sale Agreement (the “**First Amendment**”) dated effective April 17, 2019, as amended by that certain Second Amendment to Commercial Land Purchase and Sale Agreement (the “**Second Amendment**”) dated effective May 17, 2019, as amended by that certain Third Amendment to Commercial Land Purchase and Sale Agreement (the “**Third Amendment**”) dated effective May 31, 2019, as further amended by that certain Fourth Amendment to Commercial Land Purchase and Sale Agreement (the “**Fourth Amendment**”) dated effective June 20, 2019, as further amended by that certain Fifth Amendment to Commercial Land Purchase and Sale Agreement (the “**Fifth Amendment**”) dated effective August 5, 2019, and as assigned by that certain Assignment and Assumption Agreement (the “**Assignment**”) between NRP and Purchaser dated effective August 5, 2019 (as amended the “**Purchase and Sale Agreement**”), for the purchase and sale of that certain real property located in the City of Houston, Harris County, Texas and being more particularly described in the Purchase and Sale Agreement (the “**Property**”).

**B.** Seller and Purchaser desire to amend the Purchase and Sale Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Seller and Purchaser do hereby agree as follows:

**AGREEMENT**

1. **Capitalized Terms.** All capitalized terms used in this Sixth Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase and Sale Agreement.
2. **Closing Date.** Section 1(b) of the Purchase and Sale Agreement is hereby deleted in its entirety and replaced with the following:

“(b) **Closing Date.** Closing shall occur on or before December 13, 2019.”
3. **Earnest Money.** Section 1(c) of the Purchase and Sale Agreement is hereby amended to add the following paragraph:

“Within three (3) business days after the date the last party executes this Sixth Amendment, Purchaser shall deposit with Seller the additional sum of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) Cash (the “**Third Additional Earnest Money**”). The Third Additional Earnest Money shall be deemed nonrefundable. The effective date of this Sixth Amendment shall be the date upon which Seller receives the Third Additional Earnest Money (the “**Effective Date**”), it being understood and agreed this Sixth Amendment is effective only upon receipt by Seller of the Third Additional Earnest Money. The Third Additional Earnest Money will be credited to the Purchase Price in the event of Closing.”

4. **Ratification.** Except as expressly and specifically set forth herein, all of the terms, covenants, agreements and provisions of the Purchase and Sale Agreement remain unaltered and unmodified and in full force and effect, and the Purchase and Sale Agreement, as amended by this Sixth Amendment, is hereby ratified and confirmed. The terms and conditions of this Sixth Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
5. **Conflict.** In the event of a conflict between the terms of this Sixth Amendment and the other terms of the Purchase and Sale Agreement, the terms of this Sixth Amendment shall control.
6. **Section Headings & Recitals.** The headings which have been used throughout this Sixth Amendment have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Sixth Amendment. The Recitals set forth above are hereby incorporated herein by reference.
7. **Counterparts.** This Sixth Amendment may be executed in one or more counterparts (including facsimile and electronic counterparts), each of which shall be deemed an original for all purposes, and all such counterparts together shall constitute one and the same instrument. In making proof of this Sixth Amendment, it shall not be necessary to produce or account for more than one such counterpart. This Sixth Amendment may be executed by facsimile or e-mail, and a facsimile signature (or signature transmitted by e-mail) shall constitute an original signature and executed facsimile or e-mail counterparts (or copies thereof) shall each be treated as an original.

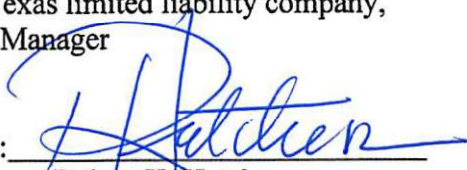
**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Sixth Amendment to be effective as of the Effective Date.

**SELLER:**

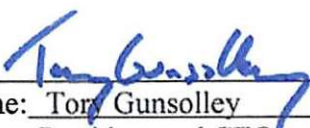
PINTO EAST END LLC,  
a Delaware limited liability company

By: CIP GP, LLC,  
a Texas limited liability company,  
its Manager

By:   
Name: Robert K. Hatcher  
Title: President and CEO  
Date: \_\_\_\_\_

**PURCHASER:**

HOUSTON HOUSING AUTHORITY,  
a Texas municipal housing authority

By:   
Name: Tory Gunsolley  
Title: President and CEO  
Date: 10-1-19