

[CITY OF PFLUGERVILLE LETTERHEAD]

March 12, 2025

Griffin/Swinerton, LLC  
Attn: Korin Crawford and Roger Torriero  
5707 Southwest Pkwy #200  
Austin, TX 78735  
[kcrawford@griffinswinerton.com](mailto:kcrawford@griffinswinerton.com)  
[rtorriero@griffinholdings.net](mailto:rtorriero@griffinholdings.net)

Re: Extension of Preliminary Development Agreement

Dear Mr. Crawford and Mr. Torriero:

Reference is hereby made to that certain Preliminary Development Agreement dated November 28, 2023 between City of Pflugerville, Texas (the "City") and Griffin/Swinerton, LLC (the "Developer"), as amended by that First Amendment to Preliminary Development Agreement dated November 27, 2024 (collectively, the "Agreement"). Capitalized terms used herein have the meaning given in the Agreement.

Pursuant to Section 7(a), the Term of the Agreement is set to expire on the earlier of sixty (60) days after the Developer submits its GMP for the final Phase One component, or November 30, 2025. The City has been pleased with the progress made to date and remains committed to pursuing the Preliminary Development Activities as outlined in the Agreement. To ensure sufficient time to address certain ongoing matters and to facilitate the continued progress of the Preliminary Development Activities, the City hereby proposes to **amend and** extend the ~~term~~ **Term** of the Agreement to **expire on** December 31, 2025. The City believes this extension will provide both parties with the necessary flexibility to finalize the Preliminary Development Activities.

If the Developer agrees to extend the ~~term~~ **Term** of the Agreement as proposed, please indicate your agreement by counter-signing this letter below and returning a copy to the City. All other terms and conditions of the Agreement shall remain in full force and effect.

**CITY OF PFLUGERVILLE, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Sereniah Breland, City Manager

AGREED AND ACCEPTED:

**GRIFFIN/SWINERTON, LLC,**  
A Delaware limited liability company

By: \_\_\_\_\_  
Roger Torriero, Principal

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Korin Crawford, Executive Vice President

Date: \_\_\_\_\_