

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND
BCB TRANSPORT HOLDINGS COMPANY, LLC**

This Economic Development Agreement (“**Agreement**”) is made and entered into by and between the MANSFIELD ECONOMIC DEVELOPMENT CORPORATION (“**Corporation**”), a nonprofit corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code (“**Act**”), and BCB TRANSPORT HOLDINGS COMPANY, LLC, a Texas limited liability company (“**Company**”). Company and the Corporation may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS:

WHEREAS, Company is the owner of an existing 160,000 square foot trucking facility located at 221 Airport Drive in the City of Mansfield, Texas; and

WHEREAS, Company intends to construct a new 203,000 square foot facility, part of which will be on property currently owned by Corporation within the City of Mansfield; and

WHEREAS, Corporation intends to sell the property to Company and reimburse Company provided Company meets its obligations under this Agreement; and

WHEREAS, Company has requested financial assistance from the Corporation for the construction of the facilities, and the Board of Directors of the Corporation finds and determines that the land and expenditures under this Agreement are for the creation or retention of primary jobs and are found to be required or suitable for the development, retention, and expansion of manufacturing and industrial facilities within the City of Mansfield.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

“Act,” “Agreement,” “Corporation,” and “Company,” have the meanings set forth above.

“Capital Investment” means the actual cost incurred related to the construction of the Facility, including the actual construction costs of all buildings, site preparation, structures, infrastructure, offsite improvements (if any), utilities, landscaping and onsite improvements, including labor and materials, engineering costs, surveying costs, fees of consultants, and permit and inspection fees. It does not include cost of land, insurance costs, legal fees and expenses, marketing costs or any interest paid to finance the cost of Capital Investment.

“Certificate of Occupancy” means the document issued by the City certifying that a building is in compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“City” means the City of Mansfield, Texas.

“Director” means the City’s Economic Development Director or acting Economic Development Director.

“Effective Date” means the date this Agreement is fully executed by both the Corporation and Company.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Expiration Date” shall mean the date of full payment of the Grant, unless sooner terminated as provided herein.

“Facility” means the new 203,000 square foot facility to be partly located on the Property; and

“FTE” means any employee on a forty (40) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least forty (40) hours per week.

“Grant” means the payment to be made by the Corporation to Company pursuant to this Agreement as a reimbursement for a portion of the costs of the Facility and upon the terms, conditions and provisions set forth herein, such payments to a sum not to exceed \$392,000.00.

“Impositions” mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or any property or any business owned by Company within the City.

“Payment Request” means a written request from Company to Corporation for payment of the Grant. The written request must be accompanied by (i) a Certificate of Occupancy for the Facility; and (ii) documentation of the expenditure of the Capital Investment, in a manner and form acceptable to the Director.

“Property” means an approximate 6-acre tract of land located in the City of Mansfield in the Thomas J. Hanks Survey, Abstract No. 644, in Tarrant County, and in the T.J. Hanks Survey, Abstract No. 1109, in Johnson County, as further described and depicted on **Exhibit A**.

“Term” means the term of this Agreement as described in Article 2 of this Agreement.

ARTICLE 2 TERM

The Term of this Agreement will begin on the Effective Date and continue thereafter until the Expiration Date, unless terminated earlier under the terms of this Agreement.

ARTICLE 3 COVENANTS OF COMPANY

3.01 Company Obligations. In consideration of Corporation agreeing to pay Company the Grant in accordance with the terms and conditions of this Agreement, Company, agrees to:

- (a) Execute the sales contract attached hereto as **Exhibit B** within thirty (30) days of the Effective Date, and purchase the Property no later than the closing date as defined in the sales contract.
- (b) Make a Capital Investment of no less than \$17,000,000 for the Facility;
- (c) Receive a Certificate of Occupancy for the Facility no later July 31, 2024;
- (d) Comply with all building codes and other ordinances of the City applicable to the design and construction of the Facility;
- (e) Company must create a minimum of fifteen (15) FTEs at the Facility;

3.02 Undocumented Workers. Company covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay to the Corporation the full amount of all payments made under Section 4 of this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company receives a notice of violation from the Corporation.

ARTICLE 4 GRANT BY CORPORATION

4.01 Grant. Within thirty (30) days of receiving a Payment Request, and provided Company is in compliance with this Agreement, Corporation will pay Company the Grant as a partial reimbursement for the purchase price of the Property.

ARTICLE 5
TERMINATION, OFFSET, AND REPAYMENT

5.01 Termination. This Agreement may be terminated upon any one or more of the following:

- (a) immediately upon written notice by Corporation, if Company fails to execute the contract of sale in accordance with Section 3.01(a) or close on the Property in accordance with the contract of sale;
- (b) immediately upon written notice by Corporation, if Company has not received a Certificate of Occupancy for the Facility and made a Capital Investment of \$17,000,000 as of July 31, 2024 in accordance with Sections 3.01(b) and (c); or
- (c) by mutual written agreement of the parties;
- (d) upon written notice by either party, if the other party defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (e) upon written notice by Corporation, if Company suffers an Event of Bankruptcy or Insolvency;
- (f) upon written notice by Corporation, if any Impositions owed to City by Company become delinquent and such delinquency has not been cured within thirty (30) days after written notice thereof;
- (g) upon written notice by either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

5.02 Offset. Corporation may at its option, and after delivering written notice to Company of its intent to do so, offset any amounts due and payable under this Agreement against any delinquent debt (including taxes) lawfully due to City of Mansfield by Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, or otherwise, and regardless of whether or not the debt due to the City of Mansfield has been reduced to judgment by a court.

5.03 Repayment. In the event the Agreement is terminated by Corporation pursuant to Section 5.01(b)-(e), Company shall immediately refund to Corporation an amount equal to the amount of the Grant that has been provided by Corporation to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Corporation) as its prime or base commercial lending rate, from the Effective Date until paid.

**ARTICLE 6
INDEMNIFICATION**

COMPANY, IN PERFORMING THE OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE CORPORATION ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE FACILITY. COMPANY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CORPORATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE BY COMPANY OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF COMPANY, OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS.

**ARTICLE 7
ACCESS TO INFORMATION**

Upon the Corporation's request, Company agrees to provide the Corporation access to contract documents, invoices, receipts and reports related to the Facility to verify Company's compliance with this Agreement.

**ARTICLE 8
GENERAL PROVISIONS**

8.01 Mutual Assistance. Company and the Corporation shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

8.02 Representations and Warranties. Company represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement. Company represents and warrants to the Corporation that it will not violate any federal, state or local laws in operating the business, and that the Facility shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

8.03 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.04 Entire Agreement. This Agreement and the contract of sale attached hereto contains the entire agreement between the parties with respect to the transaction contemplated herein.

8.05 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by Company and the Corporation.

8.06 Successors and Assigns.

- (a) Assignment. This Agreement shall be binding on and insure to the benefit of the parties, their respective successors and assigns. Company may assign all or part of its rights and obligations hereunder only upon prior written approval of the Corporation.
- (b) Collateral Assignment. Notwithstanding Section 8.06(a), Company shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with construction of the Facility, all rights, title, and interests of Company to receive the Grant under this Agreement. Such collateral assignments: (i) shall require the prior written consent of the Corporation, which shall not be unreasonably delayed or withheld, and Corporation agrees to execute such reasonable consent forms as may be required to evidence such consent; (ii) shall require notice to the Corporation together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of Company to perform under this Agreement. No collateral assignment may relieve Company from any obligations or liabilities under this Agreement. The Director has the authority to give the written consent under this subsection after review and consultation with the Corporation’s legal counsel; provided, however, the Director may, in his or her sole discretion, present the assignment request to the Corporation’s board of directors for approval.

8.07 Notice. Any notice required or permitted to be delivered by this Agreement shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

COMPANY: BCB Transport Holdings Company, LLC
 221 Airport Drive
 Mansfield, Texas 76063
 ATTN: Richard Larkin

CORPORATION: Mansfield Economic Development Corporation
 301 South Main Street
 Mansfield, Texas 76063
 Attn: Director

With a copy to:

Mansfield Economic Development Corporation Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

8.08 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

8.09 Applicable Law/Venue. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas; exclusive venue for any legal action regarding this Agreement shall lie in Tarrant County, Texas.

8.10 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

8.12 No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

8.13 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of strikes, lockouts, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court order, terrorist attacks, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the foregoing shall not be applicable to any payment obligation of either party under this Agreement.

8.14 Attorney's Fees. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

8.15 Limitation of Liability. The parties further agree that neither party will be liable to the other under this Agreement for special, consequential (including lost profits), or exemplary damages.

8.16 Governmental Function. The parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of City and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of City for the benefit of the citizens of City and the State of Texas. The parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on Corporation, by virtue of its relationship with its authorizing unit, the City of Mansfield, by law, and given to it by the State of Texas as part of the State's sovereignty.

8.17 City Council Approval. This Agreement is not valid unless first approved by the City Council of the City of Mansfield.

8.18 Full Execution Required. This Agreement will not be binding on either party unless fully executed by both parties.

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Larry Klos, Board President

Date: _____

ATTEST:

Board Secretary

BCB TRANSPORT HOLDINGS COMPANY, LLC
a Texas limited liability company

By: _____
Richard Larkin, Manager

Date: _____

EXHIBIT “A”
Property Description

LEGAL DESCRIPTION

BEING 5.411 acres of land located in the THOMAS J. HANKS SURVEY, Abstract No. 644, (Tarrant County), and the THOMAS J. HANKS SURVEY, Abstract No. 1109, (Johnson County), Texas, and being a portion of the tracts of land conveyed to the Mansfield Economic Development Corporation, by the deeds recorded in County Clerk's File No. D205293532, and D214144052 of the Official Public Records of Tarrant County, Texas. Said 5.411 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found, at the South corner of Lot 1, Block 2, Mansfield Industrial Park East, an addition to the City of Mansfield, according to the plat recorded in Cabinet A, Slide 13101, of the Plat Records of Tarrant County, Texas;

THENCE S 31° 18' 28" E 2.72 feet, to a ½" iron rod marked "Brittain & Crawford" set in the Northwest boundary line of Lot 3, Block A, Sentry Industrial Park, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Volume 388-95, Page 5, of the Plat Records of Tarrant County, Texas;

THENCE S 58° 42' 58" W 510.18 feet, along the Northwest boundary line of said Block A, Sentry Industrial Park, to a ½" iron rod found at the West corner of Lot 1, Block A, of said Sentry Industrial Park, and said point lying in the Northeast right-of-way line of South 2nd Avenue (a 100 foot wide public right-of-way);

THENCE NORTHWESTERLY 30.33 feet along the Northeast right of way line of said South 2nd Avenue to the POINT OF BEGINNING;

THENCE along the Northeast right-of-way line of said South 2nd Avenue, and the Southwest boundary line of said Mansfield Economic Development Corporation Tract, recorded in County Clerk's File No. D205293532, of the Official Public Records of Tarrant County, Texas, as follows:

1. NORTHWESTERLY 317.96 feet, along a non-tangent curve to the Left having a radius of 2914.80 feet, a central angle of 06° 15' 00", and a chord bearing N 26° 09' 19" W 317.80 feet, to a concrete Texas Department of Transportation right-of-way monument found, at the end of said curve;
2. N 29° 33' 51" W 196.18 feet, to a ½" iron pipe found, at the West corner of said Mansfield Economic Development Corporation Tract, recorded in County Clerk's File No. D205293532, of the Official Public Records of Tarrant County, Texas, and said point being the South corner of a tract of land conveyed to BCB Transports Holding Company LLC, by the deed recorded in County Clerk's File No. D218132658, of the Official Public Records of Tarrant County, Texas;

THENCE N 60° 00' 32" E 486.17 feet, along the Southeast boundary line of said BCB Transports Holding Company, LLC Tract and the Northwest boundary line of said Mansfield Economic Development Corporation Tract, recorded in County Clerk's File No. D205293532, of the Official Public Records of Tarrant County, Texas, to a ½" iron rod marked "Brittain & Crawford" set, at the West corner of aforesaid Lot 1, Block 2, Mansfield Industrial Park East;

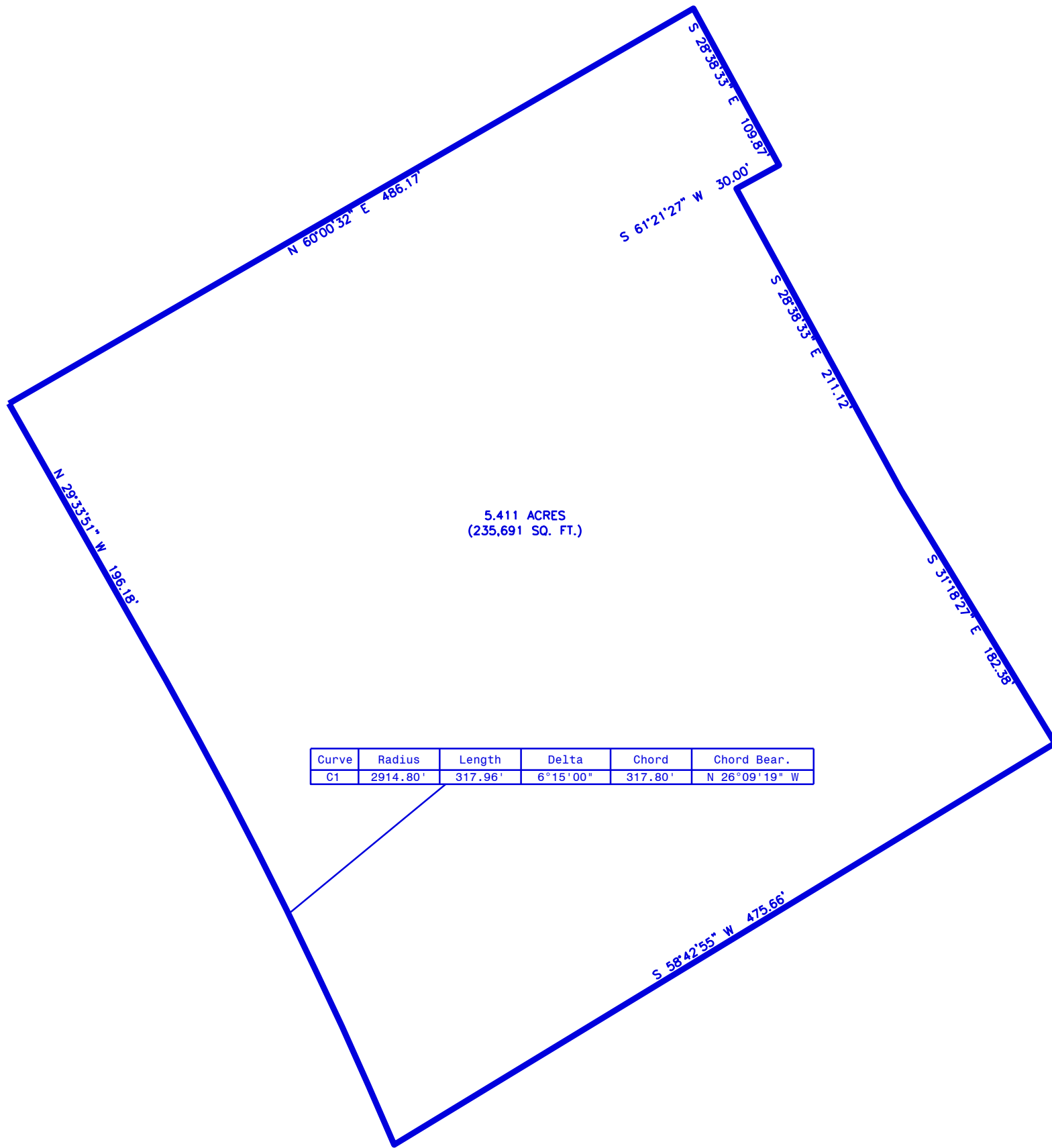
THENCE S 28° 38' 33" E 109.87 feet along the Southwest boundary line of said Lot 1, Block 2, Mansfield Industrial Park East, to a point;

THENCE S 61° 21' 27" W 30.00 feet to a point;

THENCE along a line 30.0 feet Southwest of and parallel to the Southwest boundary line of aforesaid Lot 1, Block 1, Mansfield Industrial Park East as follows:

1. S 28° 38' 33" E 211.12 feet to a point;
2. S 31° 18' 27" E 182.38 feet to a point;

THENCE S 58° 42' 55" W 475.66 along a line 30.0 feet Northwest of and parallel to the Northwest boundary line of aforesaid Block A, Sentry Industrial Park to the POINT OF BEGINNING, containing 5.411 acres (235,691 square feet) of land.



Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	2914.80'	317.96'	6°15'00"	317.80'	N 26°09'19" W

EXHIBIT “B”
Sales Contract for the Property

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made and entered into as of the Effective Date (as hereinafter defined), by and between Mansfield Economic Development Corporation, a Texas non-profit corporation ("**Seller**") and the BCB Transport Holdings Company, LLC, a Texas limited liability company ("**Buyer**").

FOR AND IN CONSIDERATION of the mutual covenants and agreements contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PURCHASE AND SALE

A. Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller, the Property (hereinafter defined) for the consideration and upon the terms, provisions and conditions hereinafter set forth. The term "**Property**" means the land situated in the City of Mansfield, Tarrant County and Johnson County, Texas, being that tract of land located in the City of Mansfield in the Thomas J. Hanks Survey, Abstract No. 644, in Tarrant County, and in the T.J. Hanks Survey, Abstract No. 1109, in Johnson County, described and depicted on **Exhibit A** and made a part hereof, **TOGETHER WITH** (i) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to the Land and the Improvements, (ii) all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests, if any, of Seller, either at law or in equity, in possession or in expectancy, in and to the surface estate of any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of, above, over, under, through or adjoining the Land and in and to the surface estate of any strips or gores of real estate adjoining the Land, (iii) all rights, titles, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing, save and except any that may apply to the mineral estate.

B. There shall be reserved unto Seller, its successors or assigns forever, all oil, gas, and other minerals in, under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Seller shall waive the right of ingress and egress to and from the surface of the Property relating to the mineral estate reserved unto Seller, but there will be no restrictions or prohibitions against the Seller from the pooling or unitization of the mineral estate reserved unto Seller with land other than the Property; or from the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

C. Provided, however, that the conveyance to Purchaser is conditioned upon the terms of that certain Economic Development Performance Agreement between Purchaser and Seller, dated [REDACTED], which agreement is hereby incorporated by this reference for all purposes. This provision will not merge but will survive the closing of this contract.

2. PURCHASE PRICE

The total purchase price for the Property ("**Purchase Price**") shall be THREE HUNDRED NINETY-TWO THOUSAND AND NO/100 DOLLARS (\$392,000.00). The Purchase Price shall be payable by Buyer at the Closing (hereinafter defined) in cash, wire transfer, cashier's check or other immediately available funds.

3. EARNEST MONEY

Seller does not require an earnest money deposit.

4. SURVEY; TITLE COMMITMENT AND DOCUMENTS

A. Survey. Within twenty (20) days after the Effective Date, Seller shall deliver or cause to be delivered to the Title Company, a current on-the-ground survey (or an update of an existing on-the-ground survey) (the "**Survey**") of the Property, prepared by a registered professional land surveyor reasonably acceptable to Buyer and the Title Company, and in a form that allows the Title Company to delete the survey exception (except as to "shortages-in-area") from the Title Policy (hereinafter defined), to be issued by the Title Company. At Closing, the metes and bounds description of the Property reflected in the Survey, once finally approved by Buyer and the Title Company, shall be used in the Deed (hereinafter defined) and any other documents requiring a legal description of the Property.

B. Title Commitment. Within twenty (20) days after the Effective Date, Seller will obtain from the Title Company the following:

(i) a title commitment ("**Title Commitment**") covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the "**Title Policy**") on the standard form prescribed by the Texas State Board of Insurance at the Closing, in the full amount of the Purchase Price, insuring Buyer's fee simple title to the Property to be good and indefeasible, subject only to the "**Permitted Exceptions**" as defined herein;

(ii) true and legible copies of all instruments affecting the Property and recited as exceptions in the Title Commitment (the "**Title Documents**"); and

(iii) a current tax certificate.

5. TITLE AND SURVEY REVIEW PERIOD

Buyer shall have ten (10) days after receipt of the latter of the Survey, Title Commitment and Title Documents to review same and to deliver in writing to Seller such objections as Buyer may have to anything contained in them. Any such item to which Buyer shall not object shall be deemed a "**Permitted Exception**." Buyer's failure to object to any item within the time provided shall be a waiver of the right to object with respect to such item. Liens shown on Schedule C of the Title Commitment must be released by Seller

at or before Closing at Seller's expense. If there are objections by Buyer, Seller shall use its best efforts to attempt to satisfy such objections as soon as possible prior to Closing, but Seller shall not be required to incur any cost to do so. If Seller delivers written notice to Buyer on or before the Closing Date that Seller is unable to satisfy such objections, or if, for any reason, Seller is unable to convey title in accordance with Section 9 hereof, Buyer may either waive such objections and accept such title as Seller is able to convey or terminate this Contract by written notice to Seller prior to the Closing Date.

6. DELIVERABLES

Seller agrees to furnish to Buyer within ten (10) days after the Effective Date of this Contract, the following documents for Buyer's review:

(i) copies of all engineering studies or reports and reports of other inspections of the Property in Seller's possession (regardless of whether or not they were prepared for Seller or for other third parties) relating to the Property;

(ii) copies of any environmental reports, studies or notices in Seller's possession relating to the Property; and

(iii) copies of any sign leases, oil and gas leases, and other leases affecting the Property, and unrecorded instruments in Seller's possession affecting title to the Property.

7. REPRESENTATIONS AND DISCLAIMER OF WARRANTIES

A. Seller makes the following representations which are true and correct in all material respects on the Effective Date and shall be true and correct in all material respects on the Closing Date:

(i) This Contract and all documents to be executed and delivered by Seller at Closing are duly authorized, executed and delivered and are legal, valid and binding obligations of Seller, and do not violate any provisions of any agreement to which Seller is a party or to which Seller is subject;

(ii) Seller now has and will convey to Buyer on the Closing Date good and indefeasible fee simple title to the Property free and clear of all liens, claims and encumbrances, subject only to the Mineral Estate Reservation and Permitted Exceptions. There are no adverse or other parties-in-possession of the Property, or any portion thereof, as lessees, tenants-at-sufferance or trespassers; and

(iii) There is no existing or pending litigation or claims with respect to the Property and, to the knowledge of Seller, there are no actions, suits, proceedings or claims threatened or asserted.

B. The representations of Seller set forth in this Section 7 and elsewhere in this Contract shall be deemed to be continuing, made both as of the Effective Date and as of the Closing, except to the extent that Seller otherwise notifies Buyer in writing at or prior to Closing. In the event Seller does so notify Buyer in writing at or prior to Closing

that any of such representations are no longer true, having been true when given, Buyer shall have the option to either (i) terminate this Contract by written notice to Seller, whereupon neither party shall have any further rights or obligations hereunder, or (ii) waive the inaccuracy of such representation and close the purchase of the Property.

C. After the Effective Date and until the Closing Date, (i) Seller shall maintain the Property substantially in the condition as on the Effective Date hereof subject to any damage resulting from a casualty, and (ii) Seller will not enter into any easement, right of way, lease or other agreement affecting the Property (other than leases permitted under and in compliance with the Mineral Estate Reservation), which will survive Closing without the prior written consent of Buyer.

D. Disclaimer of Warranties and Representations. THE SALE OF THE PROPERTY IS BEING MADE ON AS "AS-IS, WITH ALL FAULTS" BASIS. EXCEPT WITH RESPECT TO THE REPRESENTATIONS MADE BY SELLER IN THIS SECTION 7, BUYER ACKNOWLEDGES THAT NEITHER SELLER NOR ANY BROKER, AGENT OR OTHER PERSON OR ENTITY ACTING ON BEHALF OF SELLER HAS MADE, IS MAKING OR WILL MAKE ANY REPRESENTATION OR WARRANTY OF ANY NATURE REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF ANY PART OF THE PROPERTY, THE PROPERTY'S COMPLIANCE WITH ANY LAWS OR REGULATIONS, THE SUITABILITY OF THE PROPERTY FOR ANY PARTICULAR USE, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS WASTE OR MATERIALS, THE CURRENT OR ANTICIPATED VALUE OF THE PROPERTY OR ANY POTENTIAL INCOME WHICH MAY BE DERIVED FROM THE PROPERTY), OTHER THAN ANY WARRANTY OF TITLE CONTAINED IN THE DEED. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY OR COMPLETENESS OF ANY REPORTS, STUDIES OR OTHER INFORMATION PROVIDED TO BUYER. BUYER AGREES THAT IT WILL RELY SOLELY UPON ITS INSPECTIONS OF THE PROPERTY AND ITS OWN INDEPENDENT ANALYSIS IN DETERMINING WHETHER OR NOT TO PURCHASE THE PROPERTY. BUYER WAIVES AND RELEASES SELLER FROM ALL COST RECOVERY CLAIMS FOR ANY ENVIRONMENTAL INVESTIGATION, REMOVAL OR REMEDIATION COSTS, IF ANY, INCURRED BY BUYER, INCLUDING BUT NOT LIMITED TO CLAIMS PURSUANT TO THE TEXAS SOLID WASTE DISPOSAL ACT OR THE FEDERAL COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT.

8. CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

A. Buyer shall not be obligated to consummate the transaction described in this Contract unless:

(i) Seller shall have performed in all material respects all of the agreements, covenants and obligations contained in this Contract to be performed or complied with by Seller on or prior to the Closing Date;

(ii) all representations and warranties made by Seller in this Contract shall be true, complete and accurate in all material respects as of the Closing Date; and

(iii) there is no litigation, claim or administrative proceeding pending or threatened before any court or governmental agency concerning or affecting the Property.

B. If any of the conditions precedent to the performance of Buyer's obligations under this Contract have not been satisfied, waived or deemed waived by Buyer on the Closing Date, then Buyer may, at its option, by written notice delivered to Seller on or before the Closing Date (i) extend the Closing Date for up to thirty (30) additional days, or (ii) terminate this Contract and Buyer and Seller shall have no further obligations to each other hereunder.

9. CLOSING

A. The Closing ("**Closing**") of the sale of the Property by Seller to Buyer shall occur at the offices of the Title Company on or before ninety (90) days from the Effective Date. Buyer shall schedule the closing and notify Seller at least two days prior to the scheduled time of closing.

B. At the Closing, all of the following shall occur, all of which shall be concurrent conditions:

(i) Seller shall deliver or cause to be delivered to Buyer the following:

(a) a special warranty deed ("**Deed**"), reasonably acceptable to Buyer and Buyer's counsel, meeting the requirements of this Contract, fully executed and acknowledged by Seller, conveying to Buyer fee simple title to the surface estate only to the Property, subject only to the Permitted Exceptions;

(b) the Title Policy, issued by the underwriter for the Title Company pursuant to the Title Commitment, with, at Buyer's option and expense, the survey exception deleted, except as to "shortages-in-area", subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date the Deed is recorded;

(c) sole and exclusive possession of the Property free and clear of any leases or other possessory agreements, oral or written that affect the surface of the Property;

(d) an affidavit pursuant to Section 1445 of the Internal Revenue Code and/or Regulations relating thereto stating, under the penalty of perjury (a) that Seller is not a foreign person, (b) the U.S. Taxpayer Identification Number of Seller, and (c) such other information as may be required by Regulations enacted by the U.S. Department of Treasury, in connection with Section 1445 of the Internal Revenue Code; and

(e) all other documents as reasonably required by the Title Company to close this transaction.

C. At the Closing, Buyer shall deliver to Seller or the Title Company the following items:

(i) The Purchase Price, by cash, wire transfer, cashier's check or other immediately available funds, for the benefit of the Seller;

(ii) \$125,000 by cash, wire transfer, cashier's check or other immediately available funds payable to the City of Mansfield, Texas;

(ii) The fully executed Economic Development Performance Agreement; and

(iii) All other documents as reasonably required by the Title Company to close this transaction.

D. Each party shall be responsible for paying the legal fees of its counsel in negotiating, preparing, and closing the transaction contemplated by this Contract. All other closing costs, including without limitation, recording and escrow fees, shall be assessed to the respective parties as follows:

(i) Seller shall pay for the owner's title policy premium; one-half of the escrow fee; fees for recording any curative documents; surveying fees and any other expenses payable by Seller under the terms of this contract.

(ii) Buyer shall pay for the mortgagee's title policy premium (if any); premium for boundary and survey deletion, if desired; fees due to or by reason of Buyer's lender (if any); one-half of the escrow fee; fees for recording the deed and other documents desired to be recorded by Buyer shall be paid by Buyer; and any other expenses payable by Buyer under the terms of this contract.

10. ADJUSTMENTS AT CLOSING

A. Any ad valorem and similar taxes and assessments, if any, relating to the Property for the year of Closing shall be prorated between Seller and Buyer as of the Closing Date. If the actual amount of taxes, if any, for the calendar year in which the Closing shall occur is not known as of the Closing Date, the proration shall be based upon the most current assessed value and tax rates then in effect with respect to the Property at the date of Closing. Seller agrees to notify Buyer if Seller receives notice of any proposed increase in assessed valuation for the year of Closing. If the proration, if any, at Closing is based upon an estimate, then any difference between the actual and estimated taxes for the year of Closing shall be adjusted between the parties upon receipt of the tax bills for the year of Closing. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in assessments for periods prior to closing, the assessments will be the obligation of Seller. If Buyer's change in use of the Property after closing results in assessments for periods prior to closing, the assessments will be the obligation of Buyer. The provisions of this Section shall survive the Closing.

B. Seller shall pay at or before Closing all utility and other expenses attributable to the Property for all time periods up to and including the Closing Date. All service and maintenance agreements affecting the Property must be terminated by Seller at or before Closing at no cost or expense to Buyer.

11. CONDEMNATION; ENVIRONMENTAL CONTAMINATION; CASUALTY

A. Seller agrees to give Buyer prompt notice of any actual or threatened taking or condemnation of all or any portion of the Property. If, prior to the Closing, there shall occur (i) a threatened or actual taking or condemnation of all or any portion of the Property, or (ii) discovery of any environmental contamination of the Property, then, in any such event, Buyer shall have the right to terminate this Contract by written notice delivered to Seller within ten (10) days after Buyer has received notice from Seller of that event or the date on which Buyer learns of that event, whichever shall last occur. If Buyer does so terminate the Contract, the parties shall have no further obligations under this Contract, each to the other with respect to the subject matter of this Contract. If Buyer does not terminate this Contract because of such condemnation, then Buyer shall have the right to receive upon Closing all proceeds of any condemnation attributable to the Property.

B. If all or any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date, Seller must restore the Property to its previous condition as soon as reasonably possible not later than the Closing Date. If, without fault, Seller is unable to do so, Buyer may at its option: (i) terminate this Contract, (ii) extend the time for performance up to 15 days and Closing will be extended as necessary, or (iii) accept at Closing the Property in its damaged condition and the Purchase Price will be reduced by an amount equal to the costs of repair based upon an itemized bid received from a contractor chosen by mutual agreement of both Seller and Buyer.

12. DEFAULT AND REMEDIES

A. If Buyer fails or refuses to consummate the purchase of the Property pursuant to this Contract at the Closing for any reason other than termination of this Contract by Buyer pursuant to a right to so terminate expressly set forth in this Contract or Seller's failure to perform Seller's obligations under this Contract (with Seller having given Buyer written notice and at least five (5) days to cure), then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Contract and retain the Earnest Money as liquidated damages by giving written notice thereof to Buyer prior to or at the Closing, whereupon neither party hereto shall have any further rights or obligations hereunder, free of any claims by Buyer or any other person with respect thereto.

B. If Seller fails or refuses to consummate the sale of the Property pursuant to this Contract at the Closing or fails to perform any of Seller's other obligations hereunder either prior to or at the Closing for any reason other than Buyer's failure to perform Buyer's obligations under this Contract (with Buyer having given Seller written notice and at least five (5) days to cure), then Buyer shall have the right to (i) enforce specific performance of Seller's obligations under this Contract, (ii) seek such other relief available at law or in equity, or (iii) terminate this Contract and receive a full refund of the Earnest Money by giving written notice thereof to Seller prior to or at the Closing whereupon neither party

hereto shall have any further rights or obligations hereunder, free of any claims by Seller or any other person with respect thereto.

13. BROKERAGE COMMISSIONS

The Buyer and Seller agree that there are no brokers fees or other commissions owed in connection with this transaction and agree to hold one another harmless in this regard.

14. ASSIGNMENT

This Contract may not be assigned.

15. NOTICES

All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be effective on actual receipt by the intended recipient or on deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid, or by electronic transmission addressed as follows:

If to Seller: Laurie A. Fleiner
Mansfield Economic Development Corporation
301 S. Main St.
Mansfield, TX 76063
817-728-3653 office
laurie.fleiner@mansfield-texas.com

With a copy to: Drew Larkin
Taylor Olson Adkins Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107
817-332-2580
dlarkin@toase.com

If to Buyer: Richard Larkin
BCB Transport Holdings Company, LLC
221 Airport Drive
Mansfield, Texas 76063
Phone: _____
Email: _____

16. MISCELLANEOUS

A. The term "**Effective Date**" as used herein, shall mean the date the Title Company executes the receipt of this contract hereinbelow.

B. The prevailing party in any legal proceeding brought under or with relation to this Contract or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

C. THIS CONTRACT CONTAINS THE COMPLETE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SALE AND PURCHASE OF THE PROPERTY AND CANNOT BE VARIED EXCEPT BY WRITTEN AGREEMENT. THE PARTIES AGREE THAT THERE ARE NO WRITTEN OR ORAL AGREEMENTS, UNDERSTANDINGS OR REPRESENTATIONS OR WARRANTIES MADE BY THE PARTIES REGARDING THE SALE AND PURCHASE OF THE PROPERTY WHICH ARE NOT EXPRESSLY SET FORTH HEREIN.

D. This Contract shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

E. It is expressly agreed by Buyer and Seller that time is of the essence with respect to this Contract. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Contract.

F. If any date of performance hereunder falls on a Saturday, Sunday or legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday or legal holiday.

G. THIS CONTRACT SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TARRANT COUNTY, TEXAS.

H. In case any one or more of the provisions contained in this Contract shall be, for any reason, held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision is severed and deleted from this Contract.

I. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either of the parties hereto may execute this Contract by signing such counterpart.

EXECUTED on behalf of Buyer on the _____ day of _____, 2022:

BUYER:

BCB Transport Holdings Company, LLC

Richard Larkin, Manager

EXECUTED on behalf of Seller on the _____ day of _____, 2022:

SELLER:

Mansfield Economic Development Corporation

Larry Klos, President

TITLE COMPANY RECEIPT

ON THIS _____ DAY OF _____ 2022, THE UNDERSIGNED
TITLE COMPANY ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THIS
CONTRACT.

ESCROW AGENT:

REUNION TITLE

By: _____

Name Printed: _____

Title: _____

Title Company contact information:

Reunion Title
Attn: Erin Bell
1000 N Walnut Creek Drive, Suite 120
Mansfield, Texas 76063
(P) 817-473-1531
(F) 817-473-1532
ebell@reuniontitle.com

