

REINSTATEMENT AND FIRST AMENDMENT TO CONTRACT OF SALE

This Reinstatement and First Amendment to Contract of Sale (this “**Amendment**”) is entered into effective as of the _____ day of _____, 2023, by City of Mansfield, Texas (“**Seller**”) and HGRC Mansfield, LP, a Delaware limited partnership (“**Buyer**”).

BACKGROUND

- A. Seller and Buyer entered into that certain Contract of Sale (the “**Contract**”) covering approximately 3.924 acres of real property located in Tarrant County, Texas, as more particularly described in the Contract (the “**Property**”).
- B. Seller and Buyer desire to reinstate and amend the Contract as specified below.

AGREEMENT

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Seller and Buyer agree as follows:

- 1. Defined Terms. Except as specified to the contrary in this Amendment, all defined terms in the Contract have the same meanings in this Amendment.
- 2. Reinstatement. The Contract is reinstated and is in full force and effect as modified by this Amendment.
- 3. Effective Date. Buyer and Seller hereby acknowledge and agree that the “**Effective Date**” of the Contract is September 21, 2022 for all purposes under the Contract.
- 4. Title Company. Buyer and Seller hereby acknowledge and agree that the “**Title Company**” under the Contract is Yellowstone Title Company, 309 East Broad Street, Mansfield, Texas 76063 for all purposes under the Contract.
- 5. Purchase Price. Section 3(a) of the Contract is hereby amended to provide that the Purchase Price for the Property is \$2,000,000.00.
- 6. Closing. Section 10(a) of the Contract is hereby amended to provide that the Closing Date shall occur on or before December 30, 2023.
- 7. Buyer’s Pre-Closing Work. Seller desires Buyer to enter the Property to conduct Buyer’s Pre-Closing Work (as hereinafter defined) prior to the Closing. Seller hereby grants to Buyer the right to enter onto the Property to conduct the following prior to Closing (collectively, “**Buyer’s Pre-Closing Work**”): (a) demolition work on the Property, including the demolition and removal of any existing improvements located on the Property; (b) a Phase I; and (c) a Phase II. Buyer will commence Buyer’s Pre-Closing Work

on or before October 30, 2023. Seller hereby represents, warrants, and covenants to Buyer that Seller owns the existing improvements located on the Property, and Seller has the right to grant and allow Buyer to demolish and remove the same without the joinder of any other person or entity. Prior to the commencement of the Buyer's Pre-Closing Work, Seller shall remove the contents of any improvements, buildings, or structures, and remove any vehicles or other items on the Property. After the commencement of Buyer's Pre-Closing Work, Seller acknowledges and agrees that Seller shall be deemed to have released any and all of Seller's rights with respect to any items or improvements on the Property, whether or not Seller has removed the same from the Property. The provisions of this paragraph shall survive Closing or the termination of the Contract.

8. Credit for Buyer's Pre-Closing Work. At Closing, Buyer shall receive a credit against the Purchaser Price for the costs associated with Buyer's Pre-Closing Work.
9. Deed. Exhibit B to the Contract is hereby deleted in its entirety and replaced with the Exhibit B attached hereto.
10. Ratification. The Contract is reinstated and, except as expressly modified hereby, all other terms and provisions of the Contract shall remain in full force and effect, are incorporated herein by this reference and shall govern the conduct of the parties; provided, however, to the extent of any inconsistency between the provisions of the Contract and the provisions of this Amendment, the provisions of this Amendment shall control.
11. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which is considered an original, but together are one agreement. Facsimile, pdf and email signatures are binding on the party providing the facsimile, pdf or email signatures.

[SIGNATURES ON FOLLOWING PAGE]

This Amendment is executed as of the date and year first written above.

SELLER:

CITY OF MANSFIELD, TEXAS
a Texas home rule municipality

By: _____
Joe Smolinski, City Manager

BUYER:

HGRC MANSFIELD, LP,
a Delaware limited partnership

By: HGRC Mansfield GP, LLC,
a Texas limited partnership,
its general partner

By: _____
Steven Shelley, Vice President

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

_____, a _____ ("**Grantor**"), for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor paid by HGRC MANSFIELD, LP, a Delaware limited partnership ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and easements described below, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee the real property located in Tarrant County, Texas, described on **EXHIBIT A** (the "**Property**"), together with Grantor's rights, title, and interest in all rights, privileges, and appurtenances pertaining thereto (the "**Ancillary Rights**"). The Ancillary Rights are conveyed without warranty of title, express or implied, including, without limitation, the implied warranties in Section 5.023 of the Texas Property Code.

This conveyance is made by Grantor and accepted by Grantee subject to the matters listed on **EXHIBIT B** attached hereto, and the repurchase rights described on **EXHIBIT C** attached hereto (the "**Repurchase Rights**").

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of all oil, gas, and other minerals in and 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. Grantor, and its successors and assigns, waives and conveys to Grantee, and its successors and assigns, the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or 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 surface of the Property at depths of and below five hundred feet (500').

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of a perpetual subsurface easement under and through the Property at depths of and below five hundred feet (500') for the placement of an unlimited number of well bores from oil or gas wells the surface locations of which are situated on tracts of land other than the Property, for the purpose of developing oil, gas and other minerals in and under the Property and/or any other lands, regardless of whether such other lands are pooled with or located near the Property.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made for the rights to use subsurface reservoirs and pore space in which to inject, dispose, sequester and/or store oil, gas and other minerals located in, on or under the Property but only to the extent, in each case that any such

use, injection, disposal, storage, sequestration or storage must be accomplished without disturbing the surface of the Property or any improvements now or hereafter situated thereon and in compliance with all applicable laws.

All taxes and other assessments assessed against the Property for the year _____ have been prorated or otherwise settled between the parties, and Grantee assumes and agrees to pay such taxes and assessments in full. If this Special Warranty Deed or Grantee's use of the Property after the date hereof results in additional taxes or assessments for periods before the date hereof, such taxes and assessments shall be the obligation of and paid by Grantee.

TO HAVE AND TO HOLD the Property, subject to the matters set forth above, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Add:

Grantor's Signature / Acknowledgment Page

Grantee's Signature / Acknowledgment Page

Exhibit A – Legal Description

Exhibit B – Permitted Encumbrances

EXHIBIT C

REPURCHASE RIGHTS

Subject to the terms and conditions set forth below, Grantor reserves, and Grantor shall have the right and option, but not the obligation, to repurchase the Property, all as described in this Exhibit C.

1. As used in this Exhibit C, “**Commencement of Construction**” shall have the same meaning as the term is defined in the TIRZ Development Agreement entered in by the City of Mansfield, Texas, the Board of Directors of Reinvestment Zone Number Two, City of Mansfield, and HGRC Mansfield, LP effective September 14, 2022 as amended by the First Amendment to TIRZ Development Agreement, dated _____ (collectively the “Agreement”). As used in this Exhibit C, “**Commencement Date**” shall mean December 30, 2024.

2. Subject to the terms and conditions set forth below, Grantee grants to Grantor, and Grantor shall have, the right and option, but not the obligation, to repurchase the Property (the “**Repurchase Right**”) if the Commencement of Construction on the Property has not occurred by the Commencement Date or upon Grantee’s default of any other provision of the Agreement (the “**Repurchase Event**”).

(a) In order to exercise the Repurchase Right, Grantor must deliver written notice to Grantee within thirty (30) days after the Repurchase Event with the closing to be held on a date designated by Grantor no later than ninety (90) days after the Repurchase Event.

(b) If Grantor exercises the Repurchase Right, Grantee shall reconvey the Property to Grantor, at no cost to Grantor, by special warranty deed free and clear of all liens and encumbrances, with no title exceptions other than those existing on the date Grantor conveyed the Property to Grantee, and the lien for any ad valorem taxes for the year of reconveyance which are not then due and payable. Taxes shall be prorated for the year of reconveyance as of the date of the repurchase.

(c) If Grantor exercises the Repurchase Right, the repurchase price for the Property and all improvements then located thereon shall be one hundred percent (100%) of the gross purchase price paid by Grantee for the conveyance of the Property from Grantor to Grantee payable in cash or other immediately available funds on the date of repurchase.

(d) If a Repurchase Event described in Paragraph 2 above occurs, and thereafter Grantor does not give the written exercise notice within the time period specified in Paragraph 2(a) or, if having given such notice, fails to close such repurchase (for reasons other than Grantee’s failure to comply with the provisions of this Paragraph 2) within the time period specified in Paragraph 2(a) for closing, then in such event, the Repurchase Right shall automatically terminate and either party may record a notice of termination of the Repurchase Right in the appropriate public records.

3. The illegality, invalidity or unenforceability of any provision of this Exhibit C shall not affect the legality, validity or enforceability of any other provision of this Exhibit C.

4. Any notice, demand or other communication required to be given or to be served upon any party hereunder shall be void and of no effect unless given in accordance with the provisions of this section. All notices, demands or other communications must be in writing and delivered to the person to whom it is directed, either (i) in person or (ii) delivered by a reputable delivery service that provides a delivery receipt. Any notice, demand or other communication shall be deemed to have been given and received when delivered to the below stated address of the party to whom it is addressed. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

Grantor: _____
Attn: _____

with copy to: _____
Attn: _____

with copy to: _____
Attn: _____

Grantee: _____
Attn: _____

with copy to: _____
Attn: _____

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other party ten days' advance written notice of such change of address.

7. **THIS EXHIBIT C MAY NOT BE AMENDED EXCEPT BY WRITTEN DOCUMENT SIGNED BY THE THEN CURRENT OWNER OF THE PROPERTY AND GRANTEE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS BINDING ON THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**

8. The prevailing party in any legal proceeding regarding this Exhibit C shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred in connection with such proceeding.