

SECOND AMENDMENT TO CONTRACT OF SALE

This Second Amendment to Contract of Sale (this “**Amendment**”), dated effective as of February __, 2024, is entered into by and between CRYSTAL WINDOW AND DOOR SYSTEMS TX, LTD., a Texas corporation (“**Buyer**”) and CITY OF MANSFIELD, TEXAS (“**Seller**”).

WHEREAS, Buyer and Seller entered into a Contract of Sale with an Effective Date of June 15, 2023, as amended by that certain First Amendment to Contract of Sale, dated as of January 10, 2024 (as amended, the “**Agreement**”), with respect to the purchase and sale of approximately 43.661 acres of real property located in Tarrant County, Texas as more particularly described in the Agreement; and

WHEREAS, Seller and Buyer wish to extend the Closing Date, address the reimbursement of Buyer’s costs related to the mineral interests in, on or under the Property, and update the Title Company as provided herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and agreed by each of the Parties, Seller and Buyer hereby agree as follows:

1. **Recitals.** Seller and Buyer hereby mutually represent that the foregoing recitals are true and correct, and said recitals are hereby ratified, confirmed, and incorporated into the body of this Amendment.
2. **Defined Terms.** Any capitalized terms utilized but not defined in this Amendment shall have the meaning ascribed thereto in the Agreement.
3. **Extension of the Closing Date.** Section 10(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

(a) **The Closing Date.** The closing (the “**Closing**”) shall take place at the Title Company’s office or at such other location as may be mutually agreed to by the Parties on a date (the “**Closing Date**”) that is the ninetieth (90th) day after the expiration of the Inspection Period or another date mutually agreed to by the Parties. All documents and payments shall be delivered on the Closing Date in escrow at the place of Closing specified herein. Notwithstanding any provision of this Agreement to the contrary, Buyer will have no obligation to purchase the Property unless each and all of the following conditions precedent are satisfied (or waived by Buyer in writing) on or prior to the Closing Date (collectively, the “**Conditions**”): (i) Seller’s representations and warranties under this Agreement shall have been true and correct when made and remain so at Closing, and Seller shall be in compliance with all its material obligations hereunder; (ii) Title Company shall be irrevocably committed to issue to Buyer the Title Policy, with coverage in the amount of the Purchase Price, dated no earlier than the Closing Date, and insuring Buyer as the fee simple owner of the Property, subject only to the Permitted Exceptions and payment of premiums therefor; (iii) the physical and regulatory condition of the Property shall not have materially changed (except in connection with Buyer’s efforts to obtain

necessary Approvals for the Commencement of Construction of Phase 1 of the Facility) between the end of the Inspection Period and the Closing Date, (iv) Buyer and the County have entered into a tax abatement agreement; (v) Buyer and the State of Texas have entered into an agreement whereby the State of Texas agrees to provide a Texas Enterprise Fund Grant and a Texas Skills Development Fund Grant payable to Buyer; and (vi) Seller has approved Buyer's site plans and building plans and has issued permits, and Buyer has obtained all of the Approvals, necessary for the Commencement of Construction of Phase 1 of the Facility. The Parties agree that the Closing Date will be automatically extended until all of the Conditions are satisfied; provided, however, that in the event any one of the Conditions is not satisfied within ninety (90) days after the expiration of the Inspection Period, Buyer shall have the right to terminate this Agreement. If Buyer delivers such notice of termination, then this Agreement shall terminate and have no further force or effect except for those that expressly survive the termination of this Agreement, and the Title Company shall promptly return the Earnest Money (less the Independent Consideration) to Buyer.

4. **Mineral Interest Costs.** Notwithstanding Section 8(a)(vii) of the Agreement, the City does not own any oil, gas or other minerals located in, on or under the Property. During the Inspection Period, Buyer has incurred costs to conduct mineral title searches on the Property and the Additional Property. Based on the mineral title search results, Buyer plans to seek a surface waiver from, or otherwise enter into an agreement with, the owners of oil, gas and other minerals located in, on or under the Property to mitigate the potential risks to the Property due to the mineral interest owners' rights, if any, to access the surface of the Property, resulting in additional costs to Buyer. All the foregoing costs and any additional costs that Buyer may incur in connection with the oil, gas or other minerals located in, on or under the Property are hereby referred to collectively as the "***Mineral Interest Costs***". Seller hereby agrees that at Closing Buyer shall receive a credit in the total amount of up to One Hundred Thousand U.S. Dollars (\$100,000) against the Purchase Price of the Property as reimbursement of the foregoing Mineral Interest Costs.
5. **Deletion of Reservation of Mineral Rights.** Section 2 of the Agreement is hereby deleted in its entirety and replaced with "2. **Intentionally Omitted.**"
6. **Deletion of Representation regarding Mineral Rights.** Section 8(a)(vii) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(vii) To the best of Seller’s knowledge, Seller does not own any oil, gas or other minerals located in, on or under the Land that may be produced therefrom.”
7. **Replacement of Exhibit C.** Exhibit C to the Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto.
8. **Change of Title Company and Transfer of Earnest Money.** Buyer timely deposited the sum of \$100,000.00 in the form of immediately available funds as Earnest Money with Yellowstone National Title LLC, 309 East Broad Street, Mansfield, Texas 76063 (the "***Prior Title Company***"). The Earnest Money was deposited by the Prior Title Company in an interest-bearing account for the benefit of Buyer. The Parties agree that as of the date

of this Agreement Anchora Title, LLC, d/b/a Yellowstone Title, 309 East Broad Street, Mansfield, Texas 76063 (the “**New Title Company**”) shall be substituted for the Prior Title Company as the Title Company under the Agreement. Further, the Parties hereby authorize and direct the Prior Title Company to immediately transfer the entire Earnest Money (together with all interest earned thereon) held by it in escrow for the transaction pursuant to the Agreement to the New Title Company. From and after the date hereof, all references to the Title Company in the Agreement shall mean the New Title Company.

9. **Acknowledgement of Prior Title Company and New Title Company.** By their signatures hereon, each of the Prior Title Company and the New Title Company hereby acknowledges the receipt of the Agreement and this Amendment. The Prior Title Company further agrees and acknowledges that it signed the Agreement as “Yellowstone Title Company” and that “Yellowstone Title Company” is the same entity as the Prior Title Company. The New Title Company hereby agrees to act as the Title Company under the Agreement (as amended by this Agreement) and hold the Earnest Money and perform its obligations in accordance with the terms of the Agreement (as amended by this Amendment).
10. **Effect of Amendment.** Except as modified by this Amendment, the terms and conditions of the Agreement are hereby ratified and confirmed and shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall govern.
11. **Counterparts; Facsimile.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A facsimile or pdf copy of this Amendment and any signatures hereon shall be considered for all purposes as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first written above.

SELLER:

CITY OF MANSFIELD, TEXAS

By: _____

Name: _____

Title: _____

BUYER:

**CRYSTAL WINDOW AND DOOR
SYSTEMS TX, LTD.,** a Texas corporation

By: _____

Thomas Chen, Chairman

**ACKNOWLEDGED AND AGREED TO BY:
PRIOR TITLE COMPANY:**

**YELLOWSTONE NATIONAL TITLE LLC
YELLOWSTONE TITLE COMPANY**

By: _____

Name: _____

Title: _____

NEW TITLE COMPANY:

ANCHORA TITLE, LLC (d/b/a YELLOWSTONE TITLE)

By: _____

Name: _____

Title: _____

ERNEST MONEY RECEIPT

The New Title Company hereby acknowledges the receipt of the Earnest Money from the Prior Title Company in the amount of \$_____ in the form of immediately available funds on February ___, 2024.

ANCHORA TITLE, LLC (d/b/a YELLOWSTONE TITLE)

By: _____
Name: _____
Title: _____

EXHIBIT C

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 TARRANT §

THE CITY OF MANSFIELD, A TEXAS HOME-RULE MUNICIPALITY (“**Grantor**”), for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration to Grantor paid by **CRYSTAL WINDOW AND DOOR SYSTEMS TX, LTD., A TEXAS CORPORATION** (“**Grantee**”), the receipt and sufficiency of which are hereby acknowledged, 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 attached hereto and incorporated herein by reference (the “**Land**”), together with all and singular any improvements, structures and fixtures located on the Land and Grantor’s right, title and interest in and to any rights, privileges, tenements, hereditaments, appurtenances, and easement rights (but not including any currently existing public infrastructure, rights-of-way, streets, or public utilities, meter vaults, or other related public utility appurtenances that are owned, operated, or held in trust by the Grantor in the exercise of Grantor’s governmental functions for the benefit of the general public) which belong or in anywise appertain thereto (collectively called the “**Property**”).

This conveyance is made by Grantor and accepted by Grantee subject to the matters listed on EXHIBIT B attached hereto and incorporated herein by reference.

Grantor is a home-rule municipality and is tax exempt. If applicable, 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 Grantor.

TO HAVE AND TO HOLD the Property, subject to the matters set forth above, together with all and singular the rights and appurtenances in anywise belonging thereto, unto Grantee and Grantee’s 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.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED to be effective the ____ day of _____.

GRANTOR:

CITY OF MANSFIELD, TEXAS

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the City of Mansfield, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 202__.

[SEAL]

Notary Public in and for the State of Texas

Printed/Typed Name of Notary

My Commission Expires: _____