

SECOND AMENDMENT TO CONTRACT

This SECOND AMENDMENT TO CONTRACT (“Second Amendment”) is made and entered into as of May ____, 2024, by and between BASTROP ECONOMIC DEVELOPMENT CORPORATION (“Seller”) and ACUTRONIC REAL ESTATE INC., or assigns (“Buyer”).

RECITALS

A. Seller and Buyer entered into the Real Estate Purchase Contract (as amended, the “Contract”) dated effective January 10, 2024, providing for the purchase and sale of 13.84 acres in the Bastrop Business and Industrial Park in Bastrop County, Texas, and described in the Contract (the “Property”).

B. Seller and Buyer subsequently entered into an Amendment to Contract, which extended the Inspection Period under the Contract until May 9, 2024.

C. Seller and Buyer desire to amend the Contract a second time to provide for further extension of the Inspection Period.

D. All capitalized terms used but not defined herein shall have the same meaning and definition as those used in the Contract.

THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties hereto, Seller and Buyer agree as follows:

1. Inspection Period. The Inspection Period under the Contract is hereby extended to May 22, 2024; with one option to extend thereafter through June 5, 2024, if deemed necessary and approved by the Interim Director of the BEDC.

2. Ratification. Except as modified and amended by this Amendment, all of the other terms and conditions of the Contract are hereby ratified and confirmed.

3. Counterparts. This Amendment may be executed in two or more counterparts, and each counterpart shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. A scanned email version of any signature hereto shall be deemed an original for all purposes.

4. Titles of Sections. All titles or headings of sections or other divisions of this Amendment are only for the convenience of the parties hereto and shall be of no force and effect, and shall not be construed to add to, modify, clarify, or otherwise change the context of such sections of this Amendment as a whole.

EXECUTED as of the date first above written.

SELLER:

BASTROP ECONOMIC DEVELOPMENT
CORPORATION

By _____

Name: _____

Title: _____

BUYER:

ACUTRONIC REAL ESTATE INC.

By _____

Name: _____

Title: _____