

General 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 this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: October 3, 2023

GRANTOR: Crockett Economic and Industrial Development Corporation

GRANTOR'S MAILING ADDRESS: 1100 Edmiston Drive, Crockett, Texas 75835

GRANTEE: A & A Texas Capital, L.P.

GRANTEE'S MAILING ADDRESS: 5415 Lawndale St. #9039, Houston, TX 77023

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Real Property: 10.919 acre tract more fully described in Exhibit "A" and 1 acre tract described in Exhibit "B" attached hereto and incorporated herein by reference.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: Any and all restrictions, covenants, conditions, easements and all outstanding mineral reservations and/or conveyances, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

Fee Simple Determinable Conditions:

Grantee shall 1) Commence construction of improvements on the Real Property within 12 months following the date of this Deed; 2) Demonstrate through an audited fixed asset ledger a total capital investment in the Project of at least Three Million Six Hundred Thirty Thousand Dollars (\$3,630,000.00) in capital improvements within 36 months from the date of this Deed; and ~~3) Use the Real Property exclusively for a functioning facility to manufacture materials which enhance the durability of wood products (the "Project"), for a period of at least ten (10) consecutive years (the "Fee Simple Determinable Conditions").~~ If the Fee Simple Determinable Conditions are not satisfied, provided that no acts of force majeure prevent or delay the Project, the Real Property will automatically revert to and be owned by Crockett Economic and Industrial Development Corporation (CEIDC) without the necessity of any further act on the part of Crockett Economic and Industrial Development Corporation (CEIDC).

Grantor, for the Consideration and subject to the Reservations from Conveyance, the Exceptions from Conveyance and Warranty and the Fee Simple Determinable Conditions, grants, sells, and conveys to Grantee the Real Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance, Exceptions from Conveyance and Warranty and the Fee Simple Determinable Conditions.

When the context requires, singular nouns and pronouns include the plural.

CROCKETT ECONOMIC AND INDUSTRIAL
DEVELOPMENT CORPORATION

By: _____
DR. IANTHIA FISHER,
PRESIDENT

THE STATE OF TEXAS *

COUNTY OF HOUSTON *

This instrument was acknowledged before me by Dr. Ianthia Fisher, President, by and on behalf of said entity, this __ day of _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS