

FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this “**Amendment**”) is dated and effective as of November 7, 2025, by and between **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS** (“**Purchaser**”), and **SETH E. DIZARD, ESQ.**, as Wis. Stats. Chapter 128 Receiver (“**Receiver**”) of **MOTOR CASTINGS COMPANY**, a Wisconsin corporation (“**Company**”).

RECITALS

WHEREAS, Purchaser and Company are parties to that certain Real Estate Purchase Agreement effective as of September 10, 2025 (the “**Purchase Agreement**”), pursuant to which Company agreed to sell, and Purchaser agreed to buy, approximately 5.98 acres of property in the City of West Allis, County of Milwaukee, as more particularly described in the Purchase Agreement (the “**Property**”);

WHEREAS, the initial Inspection Period expires on November 9, 2025; and

WHEREAS, the parties hereto now desire to amend the Purchase Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. Defined Terms. All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Purchase Agreement.

2. Extension of Inspection Period. Section 7(a)(iii) of the Purchase Agreement is hereby amended to provide that the first extension of the Inspection Period shall expire on January 8, 2026 (the “**First Extension Period**”); and the second extension of the Inspection Period, if exercised by Purchaser, shall expire on March 9, 2026 (the “**Second Extension Period**”).

3. Exercise of First Extension. Purchaser hereby exercises its right to extend the Inspection Period for the First Extension Period. Within three (3) business days from the effective date of this Amendment, Purchaser will deposit the first extension deposit of \$10,000.00 with Escrow Agent.

4. Effect of Amendment. In the event of any conflicts or inconsistencies between the terms and provisions of this Amendment and those of the Purchase Agreement, the terms and provisions of this Amendment shall govern and control to the extent of such conflict or inconsistency. Except as modified by this Amendment, the terms and conditions of the Purchase Agreement shall remain unchanged and shall remain in full force and effect and are hereby ratified and confirmed. All references to the Purchase Agreement shall be deemed to refer to the Purchase Agreement as amended by this Amendment.

5. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered (including by e-mail) shall be deemed an original, and all of which counterparts, taken together, shall be deemed one complete document. Facsimile, electronic, and scanned signatures on this Amendment shall be binding upon the parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

PURCHASER:

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS**

By: _____
Patrick Schloss, Executive Director

COMPANY:

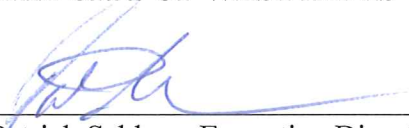
MOTOR CASTINGS COMPANY,
a Wisconsin corporation

By:  _____
Seth E. Dizard, Wis. Stats. Chapter 128
Receiver

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