

**FIRST AMENDMENT TO THE TAX ABATEMENT AGREEMENT BETWEEN THE
CITY OF SEGUIN, TEXAS AND YUKON VENTURE PARTNERS, LLC.**

This First Amendment to the Tax Abatement Agreement (“Amendment”) is entered into to be effective as of June 7, 2023, by and between the City of Seguin, Texas (hereinafter called the “City”), and Yukon Venture Partners, LLC (hereinafter called “YUKON”), collectively known as the “Parties” to this Amendment.

RECITALS

WHEREAS, the Parties have entered into a Tax Abatement Agreement which contains an Effective Date of May 3, 2022 (the “Agreement”) pursuant to Texas Tax Code Chapter 312, City of Seguin Ordinance No. 2021-22, designating YUKON’s real property within a Seguin Reinvestment Zone #6 (the “Reinvestment Zone”), City of Seguin Resolution No. 2021R-431, establishing guidelines and criteria for tax abatements (the “Guidelines and Criteria”), and City of Seguin Resolution No. 2022R-077, passed by the City Council of Seguin, Texas and approving this Agreement; and

WHEREAS, YUKON shall receive a tax abatement on Real Property and Personal Property pursuant to the Agreement for a period of four (4) years, commencing on January 1, 2025, and expiring on January 1, 2029; and

WHEREAS, YUKON has experienced progress delays due to administrative and timing requirements YUKON must realize in order to comply with City zoning regulations and compliance with the City Unified Development Code; YUKON therefore anticipates having difficulty meeting the deadline obligations provided in the Agreement; and

WHEREAS, due to the anticipated difficulty, YUKON has requested an amendment to the Agreement revising their obligations by modifying the deadlines for the performance obligations provided therein; and

WHEREAS, the City has reviewed the terms, conditions, incentives, and obligations provided in the Agreement, and has considered and evaluated the current progress YUKON has made towards finalization of the Project as defined in the Agreement, and has determined that it is in the best interests of the City and YUKON to so amend the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

THE ORIGINAL AGREEMENT BETWEEN THE PARTIES SHALL REMAIN IN FULL FORCE AND EFFECT, EXCEPT AS AMENDED HEREIN:

Sections 1-4 of the Original Agreement have no Amendments

Section 5

Paragraph 5.A shall be amended to read (as underlined):

YUKON agrees to complete the development of an at least approximately 150,000 square foot cold storage warehousing facility on the Land and to have such facility operational by December 31, 2024, subject to extension due to Force Majeure.

Sections 6-13 of the Original Agreement have no Amendments

[SIGNATURE PAGE FOLLOWS]

Executed on this 6 day of June, 2023.

YUKON VENTURE PARTNERS, LLC

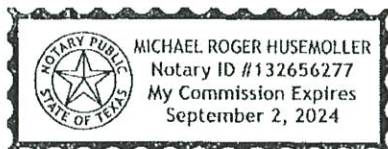
By: _____

Name: Martin Khait

Title: Managing Partner

STATE OF Texas }
COUNTY OF Travis }

This information was acknowledged before me on this 6th day of June, 2023,
by Martin Khait for YUKON VENTURE PARTNERS, LLC.



Notary Public, State of Texas
Michael Roger Husemoller
Notary's typed or printed name
09/02/2024
My commission expires

Executed on this 7th day of June, 2023.

City of Seguin, Texas

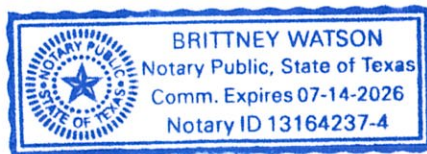
By: _____

Name: Steve Parker

Title: City Manager

STATE OF TEXAS }
COUNTY OF GUADALUPE }

This information was acknowledged before me on this 7th day of June, 2023,
by Steve Parker for the City of Seguin, Texas.



Notary Public, State of Texas
Brittney Watson
Notary's typed or printed name
7-14-2026
My commission expires