

**FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT PERFORMANCE
AGREEMENT BETWEEN THE SEGUIN ECONOMIC DEVELOPMENT
CORPORATION AND YUKON VENTURE PARTNERS, LLC.**

This Second Amendment to the Performance Agreement (“Amendment”) is entered into to be effective as of _____, by and between the Seguin Economic Development Corporation, located in Seguin, Guadalupe County, Texas (hereinafter called “SEDC”), a Texas non-profit economic development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 504 and the Texas Non-Profit Corporation Act and Yukon Venture Partners, LLC (hereinafter called “YUKON”), collectively known as the “Parties” to this Amendment.

RECITALS

WHEREAS, the Parties have entered into a Performance Agreement pursuant to the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”), and which contains an Effective Date of May 5, 2022 (the “Agreement”); and

WHEREAS, the Parties have entered into a First Amendment to the Performance Agreement, which contains an Effective Date of June 7, 2023 (the “First Amendment”); and

WHEREAS, pursuant to the Agreement and First Amendment, the SEDC had authorized a performance-based cash grant to YUKON in the amount of \$250,000.00, to be distributed in three equal payments, and in exchange for YUKON meeting certain performance obligations as outlined in the Agreement; and

WHEREAS, due to the anticipated difficulty meeting the deadline obligations provided in the Agreement and First Amendment, YUKON has requested a Second Amendment to the Agreement revising their obligations by modifying the deadlines for the performance obligations provided therein; and

WHEREAS, the SEDC 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 SEDC 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:

Section 1

Paragraph 1 b) shall be amended to read (as underlined):

b) Building Permit. Commencement of construction of the Facility will occur no later than December 31, 2024. The commencement of construction must be supported by a joint affidavit from Yukon and its General Contractor containing the date construction commenced and a general description of the improvements, and receipt of a Building Permit by the City of Seguin, for which approval of a Building Permit shall not be unreasonably withheld, conditioned or delayed.

Paragraph 1 c) shall be amended to read (as underlined):

c) Certificate of Occupancy. Yukon further covenants that the Capital Investments in the Property, and the construction of the Facility will be completed as evidenced by the receipt of a temporary or final Certificate of Occupancy from the City of Seguin no later than December 31, 2025.

Section 2

No Amendments

Section 3

Paragraph 3 a) shall be amended to read (as underlined):

a) Should Yukon fail to acquire a building permit by December 31, 2024, then Yukon shall be in default under this Agreement and shall be required to repay the Grant, or any portion thereof as determined by the SEDC within their sole discretion, within forty-five (45) days after written demand is served upon Yukon and the SEDC shall have the right to terminate this Agreement.

Paragraph 3 b) shall be amended to read (as underlined):

b) Should Yukon fail to acquire a temporary or final certificate of occupancy for the Facility and comply with the Capital Investment by December 31, 2025, subject to Force Majeure, then Yukon shall be in default under this Agreement if such conditions are not satisfied within sixty (60) days following receipt of written notice from SEDC, and thereafter shall be required to repay the Grant, or any portion thereof as determined by the SEDC within their sole discretion, within forty-five (45) days after written demand is served upon Yukon and the SEDC shall have the right to terminate this Agreement.

Sections 4-15 of the Original Agreement have no Amendments

[SIGNATURE PAGE FOLLOWS]

Executed on this _____ day of _____, 2024.

YUKON VENTURE PARTNERS, LLC

By: _____

Name: **Martin Khait**

Title: **Managing Partner**

STATE OF _____ }

COUNTY OF _____ }

This information was acknowledged before me on this _____ day of _____, 2024,
by Martin Khait for YUKON VENTURE PARTNERS, LLC.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Executed on this _____ day of _____, 2024.

**SEGUIN ECONOMIC
DEVELOPMENT CORPORATION (SEDC)**

By: _____

Name: **Joshua Schneuker**

Title: **Executive Director**

STATE OF TEXAS }

COUNTY OF GUADALUPE }

This information was acknowledged before me on this _____ day of _____, 2024,
by Joshua Schneuker for the Seguin Economic Development Corporation, a Texas municipal
economic development corporation, on behalf of said corporation.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires