

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

This Second Amendment to the Tax Abatement Agreement (“Amendment”) is entered into to be effective as of April 16, 2024, 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, the Parties have entered into a First Amendment to the Tax Abatement Agreement, which contains an Effective Date of June 7, 2023 (the “First Amendment”); 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, 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 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

Section 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, 2025, subject to extension due to Force Majeure.

Sections 5.B through 5.I of the Original Agreement have no Amendments

Section 6

Section 6.A of the Original Agreement have no Amendments

Section 6.B shall be amended to read (as underlined):

The period of abatement will be four (4) years, commencing on January 1, 2026 (the “Commencement Date”), and expiring after the fourth anniversary of the Commencement Date (January 1, 2030).

Sections 7-13 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

Executed on this _____ day of _____, 2023.

City of Seguin, Texas

By: _____

Name: Steve Parker

Title: City Manager