

**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 \_\_\_\_\_, 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:

## **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.

All other sections of the Tax Abatement Agreement remain unchanged and in full force and effect.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**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 \_\_\_\_\_, 2023,  
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 \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by Steve Parker for the City of Seguin, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's typed or printed name

\_\_\_\_\_  
My commission expires