

FIRST AMENDMENT TO PERFORMANCE AGREEMENT

THIS FIRST AMENDMENT TO PERFORMANCE AGREEMENT (“First Amendment”) is made and entered as of the _____ day of _____, 2026 (the “Effective Date”), by and between **Sweeny Economic Development Corporation**, a Texas non-profit corporation (“EDC”), and **EquipmentShare.com Inc**, a Texas corporation (“Developer”).

RECITALS

A. EDC and Developer entered into that certain Performance Agreement dated October 17, 2025 (the “Performance Agreement”), for the economic development assistance of property located at the 6.743 acre tract of land in the Sweeny Economic Development Park addition, an addition to the City of Sweeny, Brazoria County, Texas, also known as 136 Calvie Brown Road, Sweeny, TX 77480 (the “Property”).

B. The parties agree to amend the Performance Agreement as set forth herein.

NOW, in consideration of ten dollars (\$10) and other good and valuable consideration, the parties hereto do hereby agree as follows:

1. Defined Terms. All capitalized terms referred to herein shall have the same meaning provided in the Performance Agreement, except where expressly defined to the contrary herein.
2. Incorporation of Recitals. The Recitals above are hereby incorporated herein.
3. Modification to Section 4(a). Section 4(a) is hereby amended to reflect that the Developer will commence construction of the Qualified Expenditures no later than July 15, 2026.
4. Controlling Terms. To the extent that this First Amendment contradicts the Performance Agreement, this First Amendment shall control. In all other respects, the Performance Agreement is ratified and affirmed.
5. Execution. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same First Amendment. Furthermore, the undersigned agree that the transmission of this First Amendment via e-mail in a “.pdf” or other electronic format shall be deemed transmission of the original First Amendment for all purposes. The parties further consent and agree that this First Amendment may be signed by a properly authorized individual using electronic signature technology (e.g., via DocuSign or similar electronic signature method) and transmitted by e-mail of a .pdf document and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party’s handwritten signature. An electronic signature transmitted in accordance herewith, shall be deemed in compliance with the U.S. Electronic Signatures in Global and National Commerce Act (“ESIGN”) and the Uniform Electronic Transactions Act (“UETA”).

[INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date and year first above written.

DEVELOPER:

EQUIPMENTSHARE.COM INC

By: _____

Name: _____

Title:_____

Date: _____

EDC:

SWEENY ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title:_____

Date: _____