

**FIRST AMENDMENT
TO
PERFORMANCE AGREEMENT**

This **FIRST AMENDMENT TO PERFORMANCE AGREEMENT** (hereinafter referred to as the “First Amendment”) is made and entered into by and between the **SWEENEY ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “SEDC”), and **TRILOGY RESOURCES, LLC**, a Texas limited liability company (hereinafter referred to as the “Developer”):

RECITALS:

WHEREAS, on or about August 2, 2023, the SEDC and Developer entered into the original Performance Agreement (hereinafter referred to as the “Original Agreement”) regarding financial assistance necessary to construct and operate a manufacturing facility to be located at Brazoria County Clerk’s File No. 2010001263 and being located in the Charles Breen League, Abstract Number 46, in the City of Sweeny, Brazoria County, Texas; and

WHEREAS, the SEDC and Developer now desire to amend Sections 4(a), 4(b), and 4(c) of the Original Agreement to grant an extension through October 31, 2026 to complete construction of the manufacturing facility.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this First Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT.

(a) **Amendment to Original Agreement.** That Section 4(a) of the Original Agreement is hereby amended to read as follows:

“(a) **Qualified Expenditures.** Developer covenants and agrees to commence construction of the Qualified Expenditures within 120 days of the EDC’s completion of the road and utilities leading to the Property. Further, Developer covenants and agrees to complete construction of the Trilogy Resources manufacturing facility by **October 31, 2026.**”

(b) **Amendment to Original Agreement.** That Section 4(b) of the Original Agreement is hereby amended to read as follows:

“(b) **Certificate of Occupancy.** Developer covenants and agrees to apply for or cause to be obtained by **October 31, 2026**, a certificate of occupancy from the City of

Sweeny, Texas, for a manufacturing facility located on the Property.”

- (c) **Amendment to Original Agreement.** That Section 4(c) of the Original Agreement is hereby amended to read as follows:

“(c) **Operate Manufacturing Facility.** Developer covenants and agrees to maintain and operate manufacturing facility located on the Property by **October 31, 2026**, and during the Term of this Agreement.”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this First Amendment:

- (a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas. Venue for any action arising under this First Amendment shall lie in the state district courts of Brazoria County, Texas.
- (c) **Assignment.** This First Amendment may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This First Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. SEDC warrants and represents that the individual executing this First Amendment on behalf of the SEDC has full authority to execute this First Amendment and bind the SEDC to the same. Developer warrants and represents that the individual executing this First Amendment on Developer’s behalf has full authority to execute this First Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the First Amendment.
- (f) **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the “Effective Date”) of this First Amendment shall be the date of the latter to execute this First Amendment by and between the SEDC and Developer.

- (h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this First Amendment.
- (i) **Severability.** The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the First Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this First Amendment.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

SEDC:

**SWEENY ECONOMIC
DEVELOPMENT CORPORATION,**
a Texas non-profit corporation

By: _____

Jenny Massey, President

Date Signed: _____

ATTEST:

Katie Goff, Secretary

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Juanita Christie, President of the Sweeny Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

DEVELOPER:

TRILOGY RESOURCES, LLC,
a Texas limited liability company,

By: _____

Dusty Hopkins, President

Date Signed: _____

STATE OF TEXAS

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COUNTY OF BRAZORIA

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This instrument was acknowledged before me on the ____ day of _____, 2026,
by Dusty Hopkins, President of the Trilogy Resources, LLC, a Texas limited liability company,
on behalf of said Texas company.

Notary Public, State of Texas