

## FIRST AMENDMENT TO PERFORMANCE AGREEMENT

THIS FIRST AMENDMENT TO PERFORMANCE AGREEMENT (this “First Amendment”), is entered into and is effective as of the \_\_\_\_ day of January, 2025 (the “Effective Date”) by and among the WYLIE ECONOMIC DEVELOPMENT CORPORATION a Texas economic development corporation (the “WEDC”), and PHOENIX ASCENDING INVESTMENTS, LLC, a Texas limited liability company (“Company”).

### W I T N E S S E T H:

WHEREAS, WEDC Board of Directors and the Company entered into that certain Performance Agreement dated November 2, 2023 (the “Performance Agreement”) to facilitate the Company’s proposed construction of a new building on the Property (the “Facility”) containing at least 5,914 square feet of space (the “Project”) and an estimated construction cost of Six Hundred Fifty Thousand Dollars (\$650,000.00); and

WHEREAS, the parties desire to amend the terms of the Performance Agreement by extending the CO Deadline timeframe as relates to the Year One Performance Obligations set forth in the Performance Agreement; and

WHEREAS, WEDC and Company desire to modify and amend the Performance Agreement in certain respects, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in an effort to address unforeseen delays in the construction timeline, WEDC and Company agree to amend and modify the Performance Agreement as follows:

1. Defined Terms. Capitalized terms used but not defined in this First Amendment will have the meanings given to them in the Performance Agreement.
2. Modification of Section 2.(a)i. Notwithstanding anything to the contrary contained in the Performance Agreement, Section 2.(a)i of the Performance Agreement is hereby amended to modify the CO Deadline by deleting the reference to “15 months” and replacing it with “18 months.”
3. Ratification. Except as expressly amended herein, the Performance Agreement remains unchanged, and is a valid and binding obligation of WEDC and the Company.
4. Counterparts; Transmission. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Transmission of an executed signature page of this First Amendment by email will be effective to create a binding agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to be effective as of the Effective Date.

**WEDC:**

Wylie Economic Development Corporation,  
a Texas Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMPANY:**

Phoenix Ascending Investments, LLC,  
a Texas limited liability company

By: \_\_\_\_\_

Ashley Day, Managing Member