

SECOND AMENDMENT TO PERFORMANCE AGREEMENT

THIS SECOND AMENDMENT TO PERFORMANCE AGREEMENT (this “Second Amendment”), is entered into and is effective as of the 6th day of November, 2023, by and among the **WYLIE ECONOMIC DEVELOPMENT CORPORATION** (the “WEDC”, a Texas economic development corporation, and **GLEN ECHO BREWING LLC**, a Texas limited liability company (“Company”).

W I T N E S S E T H:

WHEREAS, WEDC Board of Directors approved that certain Performance Agreement between WEDC and Company on February 15, 2023 (the “Agreement”) and a First Amendment to the Performance Agreement on June 27, 2023 (the “First Amendment”) to facilitate real and personal property improvements to an existing 4,125-square foot building (the “Project”) purchased from the WEDC and located at 106 N. Birmingham Street in Wylie, Texas (the “Facility”); and

WHEREAS, the Company paid \$190,000 in cash to the WEDC, with the balance of the purchase price being in the form of a promissory note executed by Company and payable to WEDC in the amount of \$100,000 (the “Seller Note”), which is secured by a Deed of Trust upon the property (the “Deed of Trust”); and

WHEREAS, the Company will add several new Full-Time Employees at the Facility over the next three years as part of this Project which will have an estimated construction cost of One Million Dollars (\$1,000,000); and

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

NOW, THEREFORE, in an effort to address unforeseen delays in the construction timeline related to the installation of the fire hydrant and fire suppression system, WEDC and Company agree to amend and modify the Agreement as follows:

1. Defined Terms. Capitalized terms used but not defined in this Second Amendment will have the meanings given to them in the Agreement.
2. Modification of Section 2.(a)i. Notwithstanding anything to the contrary contained in the Agreement, the CO Deadline in Section 2.(a)i is hereby modified to delete the reference to “270 days” and replace it with “360 days.”
3. Ratification. As expressly modified by this Second Amendment, the Agreement is hereby ratified and confirmed by WEDC and Company.
4. Counterparts; Transmission. This Second 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 Second Amendment by email will be effective to create a binding agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment the day and year first above written.

WEDC:

Wylie Economic Development Corporation, a Texas Corporation

By: _____

Name: _____

Title: _____

COMPANY:

GLEN ECHO BREWING LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____