

**FIRST ADDENDUM TO
PERFORMANCE AGREEMENT
BETWEEN
LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.
AND
DURA-LINE LLC**

WHEREAS, Recipient has elected, for business purposes, to delay the request for tax abatement from Lubbock County;

WHEREAS, LEDA has diligently advocated with Lubbock County to award a tax abatement to Recipient;

WHEREAS, Recipient intends to resume the pursuit to obtain a tax abatement for the project at a time yet to be determined;

NOW THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties hereby agree as follows:

The following provisions are intended by the parties to modify, amend, or clarify the Performance Agreement between LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC. (“LEDA”) and DURA-LINE, LLC (“Recipient”) dated March 31, 2023, and attached hereto as Exhibit A. In the event it should be determined that any of the following provisions conflict with the language in the attached Performance Agreement, the language in the Addendum shall govern as if the conflicting language in the printed document had been deleted.

Delete Section 8.B.2. (Capital Investment) in its entirety and replace with the following:

2. “If the City of Lubbock and Lubbock County do not grant a tax abatement for this Project to Recipient, as further specified in subsection (c) below, LEDA agrees to:
 - a. Pay to Recipient up to a maximum of \$1,000,000 as a Capital Investment incentive. This incentive will be calculated and paid pro-rata annually over a period of five (5) years based on the same abatement level as would have been calculated and credited for each year by the City of Lubbock and Lubbock County.
 - b. The annual Capital Investment incentive payments shall be payable to Recipient by January 31st of Year Two and subsequently by each January 31st through January 31st following the end of Year Five, in an amount not to exceed \$1,000,000 in the aggregate.
 - c. LEDA’s obligation to make payment of the aforesaid incentive will be triggered by the first to occur of (I) no offer of tax abatement being made by City of Lubbock and Lubbock County by December 31, 2024, or (II) an official rejection of the requested tax abatement being issued

by City of Lubbock or Lubbock County prior to that date, or (III) the failure of City of Lubbock or Lubbock County to ultimately provide a granted tax abatement in accordance with the terms of grant. However, should the process of requesting and commencing such abatement be delayed beyond December 31, 2024, by Recipient through no fault of LEDA, City of Lubbock or Lubbock County, then LEDA will be released of the obligation to pay the Capital Investment incentive.”

Except as otherwise expressly provided in this Addendum, nothing herein shall be deemed to amend or modify any provision of the Performance Agreement, each of which shall remain in full force and effect. This Addendum is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction of the Performance Agreement.

By execution hereof, LEDA and Recipient agree to all of the above terms and conditions.

SIGNED ON THE DATES SHOWN BELOW:

Date: 12/27/23



By: John Osborne, CEO & President
LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

Date: 12/26/2023

DocuSigned by:
Sally Rawlinson
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By: Sally Rawlinson, CFO
DURA-LINE LLC