



## **CITY COUNCIL SPECIAL SESSION JOINT MEETING WITH SWEENY ECONOMIC DEVELOPMENT CORPORATION - 4B**

**Tuesday, June 02, 2026, at 6:00 PM**

**City Hall, 102 W. Ashley Wilson Rd., Sweeny, Texas 77480**

### **AGENDA**

BE IT KNOWN that the City Council and the Sweeny Economic Development Corporation – 4B of the City of Sweeny will meet in **Special Session** on **Tuesday, June 02, 2026, at 6:00 PM** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas 77480, with the following agenda. Council is conducted under modified Roberts Rules of Order as approved by Resolution 102-16; July 19, 2016. In accordance with Chapter §551 of the Texas Government Code, if required, the Council may conduct an executive session on any of the agenda items provided the City Attorney is present.

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#### **CALL TO ORDER/ROLL CALL- CITY COUNCIL**

#### **CALL TO ORDER/ROLL CALL- SWEENY ECONOMIC DEVELOPMENT CORPORATION - 4B**

#### **PLEDGES & INVOCATION**

#### **CITIZENS WISHING TO ADDRESS**

*This item is available for those citizens wishing to address City Council or the Sweeny Economic Development Corporation - 4B on an issue not on the agenda. Any item discussed cannot be voted on but could be considered for placement on the agenda of the next regularly scheduled meeting. Limited to three (3) minutes.*

#### **EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE SECTION 551.072, 551.087 (1), (2)**

*The City Council and Sweeny Economic Development Corporation – 4B will now convene into executive session pursuant to the provision of Chapter 551 Texas Government Code, in accordance with the authority contained therein:*

1. Deliberation regarding the purchase, exchange, lease or value of real property pursuant to Section 551.072 of the Texas Government Code.
2. Deliberation regarding economic development negotiations- (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect, pursuant to Section 551.087 of the Texas Government Code (1), (2).

## **OPEN SESSION**

*The City Council and Sweeny Economic Development Corporation 4B will now adjourn Executive Session, reconvene into Open Session pursuant to the Provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session; §551.072, §551.087 (1), (2).*

## **SWEENY ECONOMIC DEVELOPMENT CORPORATION - 4B**

3. Action, if any, pursuant to Executive Session Item 1; Deliberation regarding the purchase, exchange, lease or value of real property pursuant to Section 551.072 of the Texas Government Code.
4. Action, if any, pursuant to Executive Session Item 2; Deliberation regarding economic development negotiations- (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect, pursuant to Section 551.087 of the Texas Government Code, (1), (2).

## **CITY COUNCIL**

5. Action, if any, pursuant to Executive Session Item 1; Deliberation regarding the purchase, exchange, lease or value of real property pursuant to Section 551.072 of the Texas Government Code.
6. Action, if any, pursuant to Executive Session Item 2; Deliberation regarding economic development negotiations- (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect, pursuant to Section 551.087 of the Texas Government Code, (1), (2).

## **REGULAR AGENDA- SWEENY ECONOMIC DEVELOPMENT CORPORATION – 4B**

7. Discussion and possible action to updating and amending the Performance Agreement for Equipmentsshare.com Inc.
8. Discussion and possible action regarding proposed budget amendments.

## **REGULAR AGENDA- CITY COUNCIL**

9. Discussion and possible action to approving the amendments requested by Sweeny EDC for the Performance Agreement with Equipmentsshare.com Inc.
10. Discussion and possible action to approve budget amendments requested by the Sweeny Economic Development Corporation (EDC).

11. Discussion and first reading of Resolution 26-R109, amending the development project and performance agreement by and between the Sweeny Economic Development Corporation and Trilogy Resources, LLC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SWEENY, TEXAS, APPROVING AN AMENDMENT TO A TYPE B ECONOMIC DEVELOPMENT PROJECT AND PERFORMANCE AGREEMENT BY AND BETWEEN THE SWEENY ECONOMIC DEVELOPMENT CORPORATION AND TRILOGY RESOURCES, LLC, AUTHORIZED PURSUANT TO SECTION 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

**ITEMS OF COMMUNITY INTEREST- SWEENY ECONOMIC DEVELOPMENT CORPORATION – 4B**

**ITEMS OF COMMUNITY INTEREST- CITY COUNCIL**

**ADJOURN REGULAR SESSION**

I certify that the notice and agenda of items to be considered by the Sweeny City Council and Sweeny Economic Development Corporation – 4B on **June 02, 2026**, was posted on the City Hall bulletin board on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, at approximately \_\_\_\_\_AM / PM.

\_\_\_\_\_  
Kaydi Smith, City Secretary

I hereby certify that this Public Notice was removed from the City Hall bulletin board on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 at approximately \_\_\_\_\_AM / PM.

\_\_\_\_\_  
Kaydi Smith, City Secretary

## **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: \_\_\_\_\_

**Sweeny Economic Development Corp**  
**Proposed Budget**  
**FY 2025 - 2026**

Category	ADOPTED 2024 - 2025	PROPOSED 2025 - 2026	AMEND 2025-2026
<b>INCOME</b>			
Sales Tax Revenue	\$ 150,000.00	\$ 170,000.00	
Interest Income	\$ 5,000.00	\$ 5,000.00	
Block Grant Reimbursement	\$ 9,990.00		
TexPool Transfer		\$ 2,854.24	
<b>Total Income</b>	<b>\$ 164,990.00</b>	<b>\$ 177,854.24</b>	
<b>EXPENSES</b>			
<b>Office</b>			
Phone/Internet	\$ 2,200.00	\$ -	
Rent - Storage	\$ 1,680.00	\$ -	
Postage	\$ 100.00	\$ 100.00	
Office Supplies	\$ 1,000.00	\$ 500.00	
Quickbooks for Payroll and monthly employee charge	\$ 900.00	\$ -	
<b>Total Office Expense</b>	<b>\$ 5,880.00</b>	<b>\$ 600.00</b>	
<b>Employee/Personnel</b>			
Employee Salary without insurance - 1714.70 x 24	\$ 41,152.80		
Medical Insurance -- \$130.72 x 24	\$ 3,137.28		
Federal Income Tax -- \$138.78 x 24			
Medicare -- \$26.76 x 24	\$ 642.24		
Social Security -- \$114.41 x 24	\$ 2,745.84		
Payroll Liabilities			
Wages		\$ 22,849.00	
OT (3 hours/month for meetings)		\$ 1,134.00	
FICA		\$ 1,770.00	
TMRS (retirement)		\$ 3,318.00	
Unemployment Tax		\$ 32.00	
Group Health		\$ 5,769.00	
Workers Comp Ins		\$ 72.00	
Longevity		\$ 60.00	
<b>Total Personnel Expense</b>	<b>\$ 47,678.16</b>	<b>\$ 35,004.00</b>	
<b>Contract Services</b>			
Legal Services	\$ 5,000.00	\$ 3,000.00	
Mowing Industrial Park	\$ 5,000.00		
<b>Tota Contract Services Expense</b>	<b>\$ 10,000.00</b>	<b>\$ 3,000.00</b>	
<b>Advertising</b>			

Public Hearing Notices	\$	500.00	\$	300.00
City Publication	\$	5,000.00	\$	-
<b>Total Advertising Expense</b>	<b>\$</b>	<b>5,500.00</b>	<b>\$</b>	<b>300.00</b>

### Training/Education/Conferences

Sales Tax Training	\$	200.00	\$	400.00
Executive Director Training	\$	500.00	\$	500.00
Mileage Reimbursement	\$	500.00	\$	300.00
Conference			\$	2,000.00
Alliance Meetings	\$	400.00	\$	500.00
<b>Total Training/Education/Conferences Expense</b>	<b>\$</b>	<b>1,600.00</b>	<b>\$</b>	<b>3,700.00</b>

### Memberships

The Economic Development Alliance	\$	500.00	\$	500.00
Texas Economic Development Council	\$	550.00	\$	600.00
<b>Total Memberships Expense</b>	<b>\$</b>	<b>1,050.00</b>	<b>\$</b>	<b>1,100.00</b>

### Debt Obligations

Principal	\$	16,271.72	\$	17,211.83
Interest	\$	43,639.84	\$	42,699.73
<b>Total Debt Obligations</b>	<b>\$</b>	<b>59,911.56</b>	<b>\$</b>	<b>59,911.56</b>

### Projects

Quality of Life Projects			\$	20,000.00	
Infrastructure/Roads			\$	41,384.44	\$ 10,384.44
Matching Grant			\$	10,000.00	\$ 5,000.00
Block Grant	\$	19,990.00			
<b>Total Projects Expense</b>	<b>\$</b>	<b>19,990.00</b>	<b>\$</b>	<b>71,384.44</b>	<b>\$ 15,384.44</b>

### Promotions

Fireworks - 4th of July	\$	10,000.00			\$ 12,000.00
Water for Thanksgiving Feast			\$	2,854.24	
Entry Sign for the City					\$ 24,000.00
<b>Total Promotions Expense</b>	<b>\$</b>	<b>10,000.00</b>	<b>\$</b>	<b>2,854.24</b>	<b>\$ 36,000.00</b>

**EXPENSES TOTAL** \$ 161,609.72 \$ 177,854.24

**REVENUE TOTAL** \$ 164,990.00 \$ 177,854.24

**BALANCE** \$ 3,380.28 \$ -

### CAPITAL IMPROVEMENT PROJECT(S)

### FUND BALANCE TRANSFER

TexPool Funds Transfer	\$	255,871.88	\$	185,799.58
<b>Total Fund Balance Transfer</b>	<b>\$</b>	<b>255,871.88</b>	<b>\$</b>	<b>185,799.58</b>
<b>EXPENSES</b>				
<b>INDUSTRIAL PARK</b>				
Industrial Park	\$	259,252.05	\$	182,945.34
Electricity				
Infrastructure				
Building				
<b>Total Capital Improvement Project(s) Expense</b>	<b>\$</b>	<b>259,252.05</b>	<b>\$</b>	<b>182,945.34</b>
<b>CIP EXPENSES TOTAL</b>	<b>\$</b>	<b>259,252.05</b>	<b>\$</b>	<b>182,945.34</b>
<b>REVENUE TOTAL</b>	<b>\$</b>	<b>255,871.88</b>	<b>\$</b>	<b>185,799.58</b>
<b>BALANCE</b>	<b>\$</b>	<b>(3,380.17)</b>	<b>\$</b>	<b>2,854.24</b>



# AGENDA MEMO

## Business of the City Council City of Sweeny, Texas

<b>Meeting Date</b>	06/02/2026	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	EDC
<b>Reviewed by City Attorney</b>	Yes	<b>Department</b>	EDC
<b>Subject</b>	Discussion and possible action to approving the amendments requested by Sweeny EDC for the Performance Agreement with Equipmentsshare.com Inc.		
<b>Attachments / Supporting documents</b>	Amendment Proposed		
<b>Financial Information</b>	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

### Executive Summary

If EDC approves the amendment for Council consideration, a resolution will be prepared for final approval at the next regular meeting.

### Recommended Action

To Approve the amendment to the Performance Agreement for Equipmentsshare.com Inc.as presented and recommended by SEDC.

**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: \_\_\_\_\_



# AGENDA MEMO

## Business of the City Council City of Sweeny, Texas

<b>Meeting Date</b>	06/02/2026	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Michelle Medina, Jenny Massey
<b>Reviewed by City Attorney</b>		<b>Department</b>	SEDC
<b>Subject</b>	Discussion and possible action to approve budget amendments requested by the Sweeny Economic Development Corporation (EDC).		
<b>Attachments / Supporting documents</b>			
<b>Financial Information</b>	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

### Executive Summary

The Sweeny Economic Development Corporation previously presented its proposed amendments to its board during this meeting. If the board approves the requested budget changes, the Council will then be responsible for reviewing the amendments and may either approve or deny them. This process ensures that both the EDC and the Council have the opportunity to evaluate and make informed decisions regarding the proposed budget adjustments.



# AGENDA MEMO

## Business of the City Council City of Sweeny, Texas

<b>Meeting Date</b>	06/02/2026	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	City Secretary
<b>Reviewed by City Attorney</b>	Yes	<b>Department</b>	Resolutions/Ordinances
<b>Subject</b>	Discussion and first reading of Resolution 26-R109, amending the development project and performance agreement by and between the Sweeny Economic Development Corporation and Trilogy Resources, LLC.		
<b>Attachments / Supporting documents</b>	Performance Agreement Approved at 05/19 Regular meeting		
<b>Financial Information</b>	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

### Executive Summary

At the Regular Council meeting held on May 19, 2026, the Council approved the proposed amendment to the performance agreement between the Sweeny Economic Development Corporation and Trilogy Resources LLC.

Pursuant to applicable requirements, the resolution authorizing such amendment must be adopted following two separate readings.

This agenda item is presented solely for the purpose of conducting the first reading of the proposed resolution.

The item will additionally be placed on the June Regular Council meeting agenda for the second reading and consideration for final approval.

### No Action Required

Reading of Resolution ONLY; no action.

**RESOLUTION NO. 26-R109**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SWEENY, TEXAS, APPROVING AN AMENDMENT TO A TYPE B ECONOMIC DEVELOPMENT PROJECT AND PERFORMANCE AGREEMENT BY AND BETWEEN THE SWEENY ECONOMIC DEVELOPMENT CORPORATION AND TRILOGY RESOURCES, LLC, AUTHORIZED PURSUANT TO SECTION 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS,** the Sweeny Economic Development Corporation (hereinafter referred to as the “SEDC”) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS,** Section 505.158 of the Texas Local Government Code provides that “for a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

**WHEREAS,** SEDC has approved a project and Performance Agreement with **Trilogy Resources, LLC**, and now desires to amend that agreement as shown on the attached ***Exhibit A***; and

**WHEREAS,** the City Council of the City of Sweeny, Texas, finds and determines that the economic development assistance as specified in the Performance Agreement amendment, attached hereto as ***Exhibit A***, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Section 505.158 of the Texas Local Government Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SWEENY, TEXAS, AS FOLLOWS:**

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the City of Sweeny, Texas, and are fully incorporated into the body of this Resolution.

**Section 2.** That the City Council of the City of Sweeny, Texas, finds and determines that the project and Performance Agreement amendment, attached hereto as ***Exhibit A***, will promote new and expanded business development, and is otherwise consistent with Section 505.158 of the Texas Local Government Code.

**Section 3.** That the City Council of the City of Sweeny, Texas, authorizes the project

and Performance Agreement amendment, attached hereto as *Exhibit A*, and authorizes the Mayor to execute this Resolution.

**Section 4.** That this Resolution shall become effective from and after its passage.

**DULY RESOLVED** by the City Council of the City of Sweeny, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
DUSTY HOPKINS, Mayor

**ATTEST:**

\_\_\_\_\_  
KAYDI SMITH, City Secretary

*Exhibit A*

[Performance Agreement]

**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]**



**DEVELOPER:**

**TRILOGY RESOURCES, LLC,**  
a Texas limited liability company,

By: \_\_\_\_\_  
Dusty Hopkins, President

Date Signed: \_\_\_\_\_

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF BRAZORIA**

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