

AMENDMENT TO EXTENSION OF CONCESSION AGREEMENT

This Amendment to Extension of Concession Agreement (this "Amendment") is entered into as of October ____, 2025 (the "Effective Date") by and between **THE CITY OF LEWISVILLE, TEXAS**, a home rule city (herein referred to as the "City"), and **LJH, LTD.**, a Texas limited partnership (f/k/a L.J.H. Corporation) (herein referred to as "Concessionaire") and together with the City, each a "Party" and collectively, the "Parties").

RECITALS

A. Pursuant to that certain Extension of Concession Agreement dated as of April 9, 2025, by and between the City and the Concessionaire (the "Extension"), the City agreed, among other things, to extend the term of the Concession Agreement (as defined in the Extension) for the Extension Term (as defined in the Extension).

B. The City and the Concessionaire desire to amend the Extension in accordance with the terms set forth herein.

C. All terms used in this Amendment which are not expressly defined herein shall have the same meanings ascribed to such terms in the Extension.

AGREEMENT:

In consideration of the mutual covenants and agreements contained herein and in the Extension, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated by reference herein.

2. **Amendments.** The Extension is hereby amended as follows:

(a) The second sentence of Section 3 of the Extension is hereby deleted and replaced with the following:

"As used herein, "Extension Term" shall mean the period commencing on April 15, 2025 and expiring on the earlier of (such date, the "Expiration Date"): (a) the date that the closing of the Suntex Transaction occurs (which, for the avoidance of doubt, shall mean the date that the Concessionaire and Trett convey all of their rights, title, and interests in and to the Premises, all improvements, fixtures and personal property located thereon and all commercial activities operated thereon to Suntex), (b) the date the Concessionaire and/or Trett terminate or breach the Suntex Contract prior to the closing of the Suntex Transaction, and (c) November 28, 2025."

3. **No Further Change.** The parties affirm that in all other respects, the Extension remains unmodified and in full force and effect.

4. **Miscellaneous.** This Amendment shall become effective when it is executed by the City and the Concessionaire. This Amendment contains the Parties' entire agreement regarding the subject matter covered by this Amendment, and supersedes all prior correspondence, negotiations, and agreements, if any, whether oral or written, between the Parties concerning such subject matter. Except as expressly modified or amended by this Amendment, the terms and provisions of the Extension shall remain in full force and effect, are incorporated by reference herein as if the same were expressly set forth herein, and shall be binding upon and shall inure to the benefit of the Parties hereto, their successors and permitted assigns. From and after the Effective Date, all references to the Extension shall be deemed to refer to the Extension as modified by this Amendment.

5. **Modifications.** Any further modification, amendment or supplementation of the Concession Agreement, the Extension and/or this Amendment shall be in writing and signed by the Parties hereto, and each and every waiver of, or consent to, or departure from any representation, warranty, covenant, or other term of the Concession Agreement, the Extension and/or this Amendment shall be in writing and signed by the affected Party thereto.

6. **Authority.** Each Party represents and warrants to the other that it has full authority and power to enter into and perform its obligations under this Amendment, that the person executing this Amendment is fully empowered to do so, and that no consent or authorization is necessary from any third party.

7. **Counterparts.** This Amendment may be executed in duplicates or counterparts, or both, and such duplicates or counterparts together shall constitute but one and the same instrument. Each duplicate and counterpart shall be equally admissible in evidence, and each original shall fully bind each Party who has executed it.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

CITY:

THE CITY OF LEWISVILLE, TEXAS,
a home rule city

By: 
Name: CLAIRE POWELL
Title: CITY MANAGER

CONCESSIONAIRE:

LJH, LTD.,
a Texas limited partnership

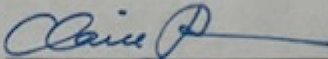
By: _____
Name: _____
Title: _____

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CITY:

THE CITY OF LEWISVILLE, TEXAS,
a home rule city

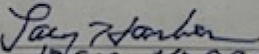
By:


Name: CLAIRE Poudel
Title: CITY MANAGER

CONCESSIONAIRE:

LJH, LTD.,
a Texas limited partnership

By:


Name: JACY HARPER
Title: PRESIDENT