

SECOND AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This Second Amendment to Economic Development Agreement (this “*Second Amendment*”) is entered into by and between the City of New Braunfels, Texas, a home-rule municipality (“*City*”), and Continental Autonomous Mobility US, LLC, a Delaware limited liability company (“*Company*,” and together with City, the “*Parties*”) to be effective as of the last date of execution by the Parties indicated below (the “*Effective Date*”).

RECITALS

A. Prior Agreements. The Parties entered into that certain Economic Development Agreement dated August 4, 2020 (the “*Original Agreement*”), as amended by that certain First Amendment to Economic Development Agreement dated January 2021 (the “*First Amendment*,” and together with the Original Agreement, the “*Agreement*”). Pursuant to an assignment, all rights and obligations of Continental Automotive Systems, Inc. under the Contract were assigned to Continental Autonomous Mobility US, LLC, a Delaware limited liability company, which is now the “Company” under the Agreement.

B. Tax Abatement Agreement. The Parties are entering into a certain Tax Abatement Agreement pursuant to Texas Tax Code Chapter 312 pertaining to the same property as the Agreement (the “*312 Tax Abatement Agreement*”). Capitalized terms used but not defined in this Second Amendment have the meanings assigned to them in the Agreement or, where so indicated, in the 312 Tax Abatement Agreement.

C. Desire to Consolidate. The Parties desire to coordinate and ultimately consolidate the incentive structure provided in the Agreement with the ad valorem tax abatement provided in the 312 Tax Abatement Agreement in order to streamline administration and avoid overlapping incentives.

D. Authority. Section 8(a) of the Agreement authorizes amendment of the Agreement by written instrument executed by both Parties.

E. Purpose. Accordingly, the Parties now desire to amend the Agreement to provide for the expiration of all payments and obligations under the Agreement upon the earlier of (i) the commencement of the tax abatement under the 312 Tax Abatement Agreement and (ii) December 31, 2033, all as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, the Parties agree as follows:

1. Termination Upon Abatement Commencing. Notwithstanding anything to the contrary contained in the Agreement, the Parties agree that all Tax Rebates, grant payments, and any other obligations of either Party under the Agreement shall automatically expire and terminate, without the necessity of further action by either Party, on the date that the earlier of (a) the expiration of the Term under the Agreement or (b) the first day of the “First Abatement Year,” as that term is defined in Article 1 of the 312 Tax Abatement Agreement. Upon such occurrence, the Agreement shall be deemed fully performed and of no further force or effect, and neither Party shall have any further rights, duties, or liabilities thereunder, except for those provisions that expressly survive termination.

2. Miscellaneous

a. No Other Amendments. Except as expressly modified by this Second Amendment, all terms, conditions, covenants, and provisions of the Agreement remain unmodified and in full force and effect and are hereby ratified and confirmed by the Parties.

b. Counterparts; Electronic Signatures. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Signatures delivered by facsimile, PDF, or other electronic means shall be deemed original signatures for all purposes.

c. Authority. Each individual executing this Second Amendment on behalf of a Party represents and warrants that he or she has full authority to do so and to bind such Party to the terms hereof.

d. Severability. If any provision of this Second Amendment is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

e. Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

[Signature page follows]

Executed to be effective as of the Effective Date stated above.

CITY OF NEW BRAUNFELS, TEXAS,
a home-rule municipality

By: _____

Name: Robert Camareno

Title: City Manager

Date: _____

Attest: _____

City Secretary

Approved as to Form: _____

City Attorney

CONTINENTAL AUTONOMOUS MOBILITY US, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____