

## **SECOND AMENDMENT TO PERFORMANCE AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2019, by and among the **COUNTY OF SPOTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("County") **HUNTER DEFENSE TECHNOLOGIES, INC.**, a Delaware corporation ("Hunter"), and **HDT EXPEDITIONARY SYSTEMS, INC.**, a Delaware corporation ("HDT"), and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Authority"), collectively referred to as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the County, the Authority, and HDT entered into a Performance Agreement dated January 26, 2017 for the provision of certain economic development incentive grants to HDT in exchange for HDT meeting certain criteria relating to the new investment and new and retained jobs in Spotsylvania County; and

**WHEREAS**, the County, the Authority, and HDT amended the Performance Agreement dated January 26, 2017 by executing the First Amendment to Performance Agreement dated March 29, 2018 (hereinafter the Performance Agreement, as amended by the First Amendment to the Performance Agreement, shall be referred to as the "Performance Agreement"); and

**WHEREAS**, the County, the Authority, and HDT desire to further amend the Performance Agreement to include Hunter as a party to the Performance Agreement and to allow Hunter to meet the requirements of the Performance Agreement together with HDT as HDT is wholly owned by Hunter with both HDT and Hunter operating to meet the goals of the other including meeting all of the requirements of the Performance Agreement thereby providing the County and the Authority all of the benefits guaranteed therein; and

**WHEREAS**, the County, the Authority, and HDT desire to further amend the Performance Agreement to reflect that the "Company" shall refer to HDT and Hunter jointly and separately and that both HDT and Hunter shall jointly and separately be obligated to perform and accept all liabilities under the Performance Agreement; but that any amounts owed by the Authority under the terms of the Performance Agreement shall remain the same and shall not increase beyond the limits established therein and that the obligations of the Company shall also not increase beyond the terms currently set forth in the Performance Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. The Performance Agreement is hereby further amended to incorporate the recitals above therein by reference.
2. The Performance Agreement is hereby further amended to include Hunter as a party to the Performance Agreement.

3. The Performance Agreement is hereby further amended to include Hunter jointly and separately with HDT in all references to the "Company" therein and Hunter shall hereby assume jointly and separately all liabilities under the Performance Agreement; but that any amounts owed by the Authority under the terms of the Performance Agreement to the Company shall remain the same and shall not increase beyond the limits established therein so that should the Authority pay either HDT or Hunter, or some combination thereof, all amounts owed to the Company under the Performance Agreement said payment shall fulfill all amounts owed under the Performance Agreement to Hunter, HDT, either, or both; and that the obligations of the Company shall also remain the same and not increase beyond the terms currently set forth in the Performance Agreement; and that HDT and Hunter may meet the other's obligations under the Performance Agreement so long as the entirety of the obligations owed to the Authority and the County are met.
4. Except as modified above, all other terms and conditions of the Performance Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, hereto agree and have executed this Second Amendment as of the date first written above.

**COUNTY OF SPOTSYLVANIA, VIRGINIA** a  
political subdivision of the Commonwealth of  
Virginia

By: \_\_\_\_\_  
\_\_\_\_\_  
(name),  
Interim County Administrator

Approved as to Form:

By: \_\_\_\_\_  
County Attorney

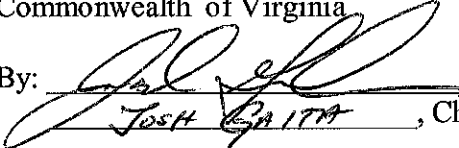
**HDT EXPEDITIONARY SYSTEMS, INC.,** a  
Delaware corporation

By: Carl S. Parks  
Name: Carl S. Parks  
Title: SVP

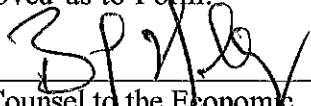
**HUNTER DEFENSE TECHNOLOGIES, INC.,** a  
Delaware corporation

By: Barry A. Sullivan  
Name: Barry A. Sullivan  
Title: CEO

**ECONOMIC DEVELOPMENT AUTHORITY  
OF THE COUNTY OF SPOTSYLVANIA,  
VIRGINIA**, a political subdivision of the  
Commonwealth of Virginia

By: , Chairman  
Josh Gaither

Approved as to Form:

By:   
Counsel to the Economic  
Development Authority of  
The County of Spotsylvania