

**ADDENDUM TO WATER PARK GROUND LEASE
AND OPERATING AGREEMENT**

This Addendum to Water Park Ground Lease and Operating Agreement (the "Addendum") is made and entered into by and between the City of Mansfield, Texas, a Texas home-rule municipality (hereinafter called the "CITY"), and Mansfield Family Entertainment, LLC, a Missouri limited liability company (hereinafter called "MFE").

WITNESSETH:

WHEREAS, on April 24, 2007, the City Council of CITY authorized entry into a Water Park Ground Lease and Operating Agreement (as amended hereby, the "Agreement") by and between the CITY, as Lessor, and MFE, as Lessee, a copy of which is attached hereto as Exhibit A; and

WHEREAS, on November 19, 2007, the Agreement was amended by mutual consent of the CITY and MFE (the "First Amendment"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, Texans Credit Union, a Texas credit union ("LENDER"), has made a \$2,000,000 loan to MFE (the "Loan") in connection with MFE's leasehold interest in the Premises, which Loan is secured by, among other things, MFE's interest in the Premises and the Agreement; and

WHEREAS, MFE has requested that LENDER make an additional \$1,000,000 loan to MFE (the "Additional Loan") for the purpose of constructing a new water ride attraction on the Premises; and

WHEREAS, the First Amendment provided that MFE and LENDER shall not increase the principal amount of the Loan without the CITY's prior written consent; and

WHEREAS, the CITY approves of the Additional Loan and desires to execute this Addendum to reflect its approval of the Additional Loan and to satisfy the requirements of the First Amendment;

NOW, THEREFORE, in consideration of the Premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and MFE hereby certify, acknowledge and agree as follows:

1. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the meaning given to those terms in the Agreement.
2. Consent. The CITY hereby consents, subject to the condition described in section 3 below, to the increase in the principal amount of the Loan from \$2,000,000 to \$3,000,000, which consent satisfies all requirements of Section 18 of the Agreement. MFE and LENDER shall not increase the principal amount of the Loan of \$3,000,000 without the CITY's prior written consent.
3. Conditional Approval. The CITY's consent is hereby conditioned upon the \$1,000,000 increase in the principal amount of the Loan being used by MFE solely to fund the construction of the new water ride attraction described on Exhibit C attached hereto.
4. Controlling Document. To the extent there are any conflicts between this Addendum and the First Amendment or between this Addendum and the Agreement, this Addendum shall govern and control. In all other respects, the terms and conditions of the First Amendment and the Agreement shall remain in full force and effect.

5. Authority. The CITY and MFE hereby warrant and represent to each other that they have respectively approved this Addendum and that the persons signing this Addendum on behalf of their respective principals have been duly authorized to sign this Addendum by their respective principals.

EXECUTED to be effective this the ____ day of _____, 2009.

MANSFIELD FAMILY ENTERTAINMENT, LLC.,
a Missouri limited liability company

By: HORIZON FAMILY HOLDINGS, LLC,
a California limited liability company, Director

By: _____

Printed Name: _____

Title: _____

Attest:

CITY OF MANSFIELD, TEXAS

By: _____
Clayton W. Chandler
City Manager

Attest:

Vicki Collins, City Secretary