

**AMENDMENT NUMBER SIX TO WATER PARK GROUND LEASE
AND OPERATING AGREEMENT**

This Amendment Number Six to Water Park Ground Lease and Operating Agreement (this “**Amendment**”) is made and entered into this ____ day of _____, 2024 by and between the City of Mansfield, Texas, a Texas home-rule municipality (the “**City**”) and STORE Master Funding VIII, LLC, a Delaware limited liability company (“**STORE**”).

WITNESSETH:

WHEREAS, on April 24, 2007, the City Council of the City authorized entry into a Water Park Ground Lease and Operating Agreement (as previously amended and as amended hereby, the “**Agreement**”) by and between the City, as lessor, and Mansfield Family Entertainment, LLC, as lessee (“**MFE**”), as such Agreement was ultimately assigned by MFE to STORE in December, 2015, a copy of which Agreement is attached hereto as Exhibit A; and

WHEREAS, in order to continue to promote and operate the Water Park, STORE has requested, and the City has authorized STORE, to fund and construct new capital improvements and expenditures on the Premises (the “**2023/2024 Capital Improvements**”) in an aggregate amount up to Two Hundred Thousand and no/100 Dollars (\$200,000.00) (the “**CapEx Funding**”), which 2023/2024 Capital Improvements are more particularly set forth on Exhibit B; and

WHEREAS, as an inducement for the 2023/2024 Capital Improvements, among other requirements, the City has agreed to reimburse STORE for eighty percent (80%) of the CapEx Funding.

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 STORE 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. 2023/2024 Capital Improvements. The City hereby consents to the 2023/2024 Capital Improvements. STORE will fund the 2023/2024 Capital Improvements via the CapEx Funding and City will reimburse STORE in accordance with the terms of this Amendment.
3. Reimbursement. The City hereby acknowledges the CapEx Funding by STORE and, in consideration for the same, hereby agrees to reimburse STORE an amount of up to eighty percent (80%) of the CapEx Funding actually disbursed by STORE by first providing STORE with a total of up to Fourteen Thousand and no/100 Dollars (\$14,000.00) upfront and thereafter grants to STORE a credit against its rent payment obligations in Section 10.2 of the Agreement not to exceed One Hundred Forty Six Thousand and no/100 Dollars (\$146,000.00) (the “**Rent Credit**”). Provided the 2023/2024 Capital Improvements have been constructed and accepted by City no later than June 30, 2024 and the rental due on March 31, 2024 has been remitted to the City by PPW HF STORE Holdings, LLC as the operating tenant on the Premises, the Rent Credit will be

applied retroactively to the March 31, 2024 rental payment and to each rental payment thereafter on the applicable due date, based upon eighty percent (80%) of the CapEx Funding actually disbursed by STORE pursuant to this Amendment as of such due date towards the 2023/2024 Capital Improvements, provided that the Rent Credit available to be taken in any one year of the term under the Agreement shall not exceed One Hundred Thousand and no/100 Dollars (\$100,000.00) of the total annual lease payment due and payable to the City for such year. The parties agree further that the Rent Credit shall be taken and credited against the annual lease payment pursuant to the terms of this Amendment and Section 10.3 of the Agreement and shall be reconciled in accordance with the terms of Section 10.4 of the Agreement each year until the Rent Credit has inured fully to the benefit of STORE. At the time STORE makes its annual lease payments for which the Rent Credit applies, it will provide documentation to City, in a form reasonably acceptable to the City Manager or his designee, which states what the annual lease payment would have been but for the applicable Rent Credit and up front reimbursement. The parties agree that if the 2023/2024 Capital Improvements are not completed by June 30, 2024, STORE will not be entitled to the up front reimbursement or any further Rent Credit, and thereafter must pay the full and total annual lease payments due to City.

4. Title to Improvements. After completion of construction and City's acceptance of the 2023/2024 Capital Improvements, the City will have full title and ownership of the 2023/2024 Capital Improvements.

5. Additional Requirements. City's obligation to reimburse STORE for the 2023/2024 Capital Improvements in accordance with Section 3 above is contingent upon STORE completing the Structural Replacements set forth in Exhibit C by May 31, 2024.

6. Capital Expenditure Reserve. STORE shall provide City with documentation during the reconciliation period stated in Section 10.4 of the Agreement that they have paid three percent (3%) of Gross Revenues for said respective year into the Cap Ex Reserve as required by the lease agreement executed between STORE and MFE approximately on or about December 2015, as amended. A breach of such provision shall constitute a default by STORE under Section 28 of the Agreement.

7. Late Payments. Section 10.6 of the Agreement shall be deleted in its entirety and revised as follows:

In the event the annual rent payment is not made on December 31st in accordance with Section 10.3 and, if applicable, any additional rent balance due is not paid within one hundred and thirty-five (135) days of the close of the calendar year in accordance with Section 10.4, a late charge on all unpaid rental payments shall apply at a rate of .75 percent per month or the maximum rate permitted by law, whichever is greater, from and after the due date of each respective rental payment thereof until the date of such payment. For avoidance of doubt, the annual rental payment shall begin to accrue a late charge if not paid by December 31st until such payment is made, and any additional rental balance due as a result of the reconciliation described in Section 10.4, if any, shall begin to accrue a late charge if not paid within one hundred and thirty-five (135) days of the close of the calendar year.

8. Political Activity. STORE shall not allow any political activity, including canvassing, to occur on the Premises at any time or allow the Premises to be used for any political purposes.

9. Binding Nature of Amendment. This Amendment constitutes a legal and binding obligation of the parties, subject to and in accordance with its terms and conditions.

10. Counterpart Execution. This Amendment may be executed in any multiple counterparts.

11. Conflicts. To the extent there are any conflicts between this Amendment and the Agreement, the terms of this Amendment shall govern and control. In all other respects, the terms and conditions of the Agreement shall remain the same.

12. Lender Consent. The parties acknowledge that City and Mansfield Family Entertainment, LLC issued a Ground Lease Estoppel Certificate, Consent and Amendment (“**Estoppel**”) to STORE, and its lender, STORE Capital Corporation (“**Lender**”), and by the terms of the Estoppel, the Agreement may not be amended or modified without the prior written consent of Lender. By its signature below, Lender consents to this Amendment. The parties further agree that this Agreement will not become effective until Lender has executed this Amendment.

13. STORE Representations. Except for Citibank N.A., STORE represents and warrants to City that other than Lender, there are no other lenders or entities that require notice of this Amendment by the terms of the Estoppel, and STORE agrees to indemnify City against, and hold City harmless from, any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys’ fees, relating to, arising from, or in connection with City’s failure to deliver such required notice.

[Signatures appear on the following page.]

EXECUTED this the _____ day of _____, 2024.

STORE MASTER FUNDING VIII, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

CITY OF MANSFIELD, TEXAS

By: _____
Vanessa Ramirez, Assistant City Manager

ATTEST:

By: _____
Susana Marin, City Secretary

For the limited purpose of consent,

LENDER:

STORE Capital Corporation,
a Maryland corporation

By: _____

Name: _____

Title: _____

CITIBANK N.A.

By: STORE Capital Corporation, a Maryland corporation, its attorney-in-fact pursuant to the Limited Power of Attorney from Citibank, N.A. dated April 25, 2019


By: _____

Name: _____

Title: _____

Exhibit A

[Agreement attached in its entirety]

Original to CSO
3/3/17 

**ASSIGNMENT, CONSENT TO ASSIGNMENT AND ASSUMPTION OF
WATERPARK GROUND LEASE AND OPERATING AGREEMENT**

THIS ASSIGNMENT, CONSENT TO ASSIGNMENT AND ASSUMPTION OF WATERPARK GROUND LEASE AND OPERATING AGREEMENT ("Agreement"), made effective as of December 18, 2015 ("Assignment Effective Date") by and among MANSFIELD FAMILY ENTERTAINMENT, LLC, a Missouri limited liability company (the "Assignor"), and STORE MASTER FUNDING VIII, LLC, a Delaware limited liability company (the "Assignee"), HORIZON FAMILY HOLDINGS, LLC, a Missouri limited liability company ("HFH"), and the CITY OF MANSFIELD, TEXAS, a Texas home-rule municipality (the "City").

WITNESSETH:

WHEREAS, Assignor and City are parties to a Waterpark Ground Lease and Operating Agreement dated the 20th day of November, 2007, as amended by Amendment Number One to Water Park Ground Lease and Operating Agreement entered into on or about November 20, 2007, Addendum to Water Park Ground Lease and Operating Agreement dated October 27, 2009, Amendment Number Two to Water Park Ground Lease and Operating Agreement entered into on or about December 22, 2011, Amendment to Amendment Number Two to Water Park Ground Lease and Operating Agreement entered into on or about February 21, 2012, and Amendment Number Three to Ground Lease and Operating Agreement dated March 9, 2012, as evidenced by that certain Memorandum of Ground Lease dated November 19, 2007 and recorded under cc# D207415960, Real Property Records of Tarrant County, Texas (collectively, the "Lease"), whereby the City has leased to Assignor certain real property located in Tarrant County, Texas, more specifically described on Exhibit A attached hereto and incorporated herein by this reference (the "Leased Premises"). Any capitalized term used, but not specifically defined herein, shall have the meaning given to such term in the Lease; and

WHEREAS, under the terms of the Lease, any assignment by Assignor requires the City's consent; and

WHEREAS, (i) Assignor desires to assign all of its right, title and interest in and to the Lease to Assignee, (ii) Assignee desires to assume all obligations and liabilities of Assignor under the Lease and to, simultaneously therewith, sublease its interest in the Lease to HFH pursuant to a Master Lease Agreement between Assignee, as sublessor, and HFH, as sublessee (the "Sublease"); and (iii) HFH shall sub-sublease the Leased Premises to Assignor pursuant to a sub-sublease agreement (the "Sub-Sublease") and Assignor.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties by their execution hereof, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest, in, under and to the Lease.

2. **Assumption.** Assignee hereby assumes and agrees to keep, observe and perform, all of the covenants, terms and conditions required to be kept, observed and performed by Assignor as "MFE" pursuant to the Lease first arising from and after the Assignment Effective

Date. Assignor is not relieved of any liabilities or obligations under the Lease accruing prior to the date of this Agreement or not fully assumed by the Assignee.

3. Indemnification.

(a) Assignor hereby agrees to indemnify Assignee against, and hold Assignee harmless from, any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, first arising or accruing prior to the date hereof in connection with Assignor's performance or observance of, or the failure to perform or observe, any agreement or obligation of Assignor arising under the Lease.

(b) Assignor, Assignee, and HFH agree to indemnify City against, and hold City harmless from, any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, first arising or accruing prior to the date hereof in connection with Assignor, Assignee, or HFH's performance or observance of, or the failure to perform or observe, any agreement or obligation of Assignor, Assignee, or HFH arising under this Agreement, the Sublease, the Sub-Sublease, or the Lease.

4. City Consent. City, by the execution hereof, consents to (i) the assignment of Assignor's interest in the Lease to Assignee as provided for herein, (ii) the sublease of Assignee's interest in the Lease to HFH pursuant to the Sublease and subject to the terms and conditions of the Lease, and (iii) the sub-sublease of the Leased Premises by HFH to Assignor pursuant to the Sub-Sublease and subject to the terms and conditions of the Lease. Furthermore, City agrees that, from and after the Assignment Effective Date, (a) it shall recognize and treat Assignee as the tenant, "MFE," under the Lease, and (b) all obligations owed by City to Assignor under the Lease shall now run to Assignee. The City's foregoing consent is subject to all existing liens in the Lease and the Leased Premises (including without limitation the mortgage for the benefit of Capital One, National Association) being released. Any future assignment (other than the assignment to Assignee contemplated hereby) or sublease (other than the Sublease or the Sub-Sublease) will require the prior written consent of City. In addition, City certifies to Assignee that City's address for notices and payment of rent is:

The City of Mansfield
Attn: City Manager
1200 E. Broad St.
Mansfield, Texas 76063

5. Representations and Covenants.

(a) Assignor represents that it holds all right, title and interest of "MFE," the tenant, under the Lease and Assignor has the right to convey the same to Assignee;

(b) City and Assignor each represent that the Lease is in full force and effect and has not been amended or modified by City and Assignor except as indicated above. The Rent Commencement Date was May 28, 2009 and the Initial Term expires on May 28, 2049;

(c) City and Assignor each represent that it has not entered into any agreements of any nature (either written or oral) regarding the Leased Premises except the Lease and those certain Construction Agreements between City and Assignor dated

April 13, 2007 and February 24, 2012 (the "Construction Agreements"). City and Assignor each represent that Assignor satisfied its obligation to expend at least \$1,000,000 for Capital Improvements to the Water Park within the first seven (7) years of the Initial Term in accordance with the terms of the Lease and the Construction Agreements. City hereby acknowledges and agrees that Assignor satisfied all construction and construction-funding obligations pursuant to the terms of the Lease and the Construction Agreements and that all obligations with respect to or relating to the Leased Premises arising out of the Construction Agreements have been satisfied in full. City and Assignor each represent that the amount funded by Assignor on Capital Improvements prior to the Assignment Effective Date is \$3,500,000 and that the City is the owner of all Waterpark Improvements and Capital Improvements;

(d) City and Assignor each represent that to the best of its knowledge, there is no present default on the part of City or Assignor, and, there is no condition existing that could, given the passage of time or the giving of notice, ripen into a default thereunder; and

(e) City and Assignor each represent that no Rent due under the Lease has been paid in advance.

(f) City acknowledges and agrees that (i) the Sublease provides that all obligations of Assignee under the Lease shall be performed by HFH pursuant to the terms of the Sublease; and (ii) the Sub-Sublease provides that all obligations of HFH (and Assignee) with respect to the Lease shall be performed by Assignor. Upon Assignee giving City prior written notice of the exercise of Assignee's rights under the Sublease with respect to an event of default by HFH or that the Sublease or Sub-Sublease has been terminated, provided that Assignee is using commercially reasonable efforts to find a substitute operator acceptable to City (each, a "Substitute Sublessee"), Assignee shall have a period of time not to exceed seven (7) days during an Operating Season under the Lease (the "Reletting Period") in which to find a Substitute Sublessee and enter into a replacement Sublease prior to City declaring an event of default under the Lease. City and Assignee shall work together in identifying a suitable Substitute Sublessee, which may not be selected without the prior written consent of City. During the Reletting Period, Assignee shall maintain the Leased Premises in accordance with the Lease, including but not limited to maintaining the insurance required under the Lease, but in no event shall Assignee be responsible for keeping the Water Park open for business.

6. **Waiver of ROFR.** Pursuant to Section 18.3 of the Lease, the City has a right of first refusal (the "ROFR") with respect to any proposed assignment by Assignor of its interest as "MFE" and as the tenant under the Lease. The City has elected not to exercise the ROFR with respect to such assignment by Assignor to Assignee and hereby waives the ROFR with respect to such assignment. City does not waive its ROFR with respect to any future assignment or sublease, including any transaction with a Substitute Sublessee.

7. **Binding Effect and Benefits.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective lenders, successors and assigns.

8. **Further Assurances.** Each party hereto agrees to execute and deliver any further instruments and documents as the other party may reasonably request in order to fully effectuate the purpose and intent of this Agreement.

9. **Notices.** Pursuant to Section 16 of the Lease, notices to be provided to "MFE" under the Lease shall be addressed as follows and shall be provided in accordance with the terms of the Lease:

To Assignee at:

STORE Master Funding VIII, LLC
8501 E. Princess Drive, Suite 190
Scottsdale, AZ 85255
Attention: Michael T. Bennett
Executive Vice President – General Counsel

With a copy to:

Kutak Rock LLP
1801 California Street, Suite 3000
Denver, CO 80202
Attention: Nathan P. Humphrey, Esq.

With a copy to:

Horizon Family Holdings, LLC
75 Fourteenth St., Suite 2700
Atlanta, GA 30309
Attention: Ben Emmons, Chairman

and a copy to:

Dentons US LLP
303 Peachtree Street, NE, Suite 530
Atlanta, GA 30308-3265
Attention: Michael J. Cochran

10. **Governing Law/Venue.** This Agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of Texas. All parties to this Agreement expressly consent to the jurisdiction of the courts of the State of Texas and agree that any venue for any legal action in connection with this Agreement shall be exclusively in the District Courts of Tarrant County, Texas.

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES TO FOLLOW]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR:

MANSFIELD FAMILY ENTERTAINMENT, LLC, a Missouri limited liability company

By: [Signature]
Name: Matthew Scott
Title: Member

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 11 day of December, 2015, by _____, the _____ of **MANSFIELD FAMILY ENTERTAINMENT, LLC**, a Missouri limited liability company, on behalf of such limited liability company. He/she is personally known to me or has produced Drivers license as identification.

Notary Public [Signature]
Name: Catrina D. Neal
Commission No.: _____
My Commission Expires: October 17, 2018

(SEAL)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNEE:

STORE MASTER FUNDING VIII, LLC, a Delaware limited liability company

By: *Michael T. Bennett*
Name: Michael T. Bennett
Title: Executive Vice President - General Counsel

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 14 day of December, 2015, by Michael T. Bennett, as Executive Vice President – General Counsel of **STORE MASTER FUNDING VIII, LLC**, a Delaware limited liability company, on behalf of such company. He/she personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Carla Caye Thoman
Notary Public Signature

Carla Caye Thoman
(Name typed, printed or stamped)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HFH:

HORIZON FAMILY HOLDINGS, LLC, a Missouri limited liability company

By: [Signature]
Name: Wendell Smith
Title: Member

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 11 day of December, 2015, by _____, the _____ of **HORIZON FAMILY HOLDINGS, LLC**, a Missouri limited liability company, on behalf of such limited liability company. He/she is personally known to me or has produced Driver's license as identification.

Notary Public [Signature]
Name: Patricia D. News
Commission No.: _____
My Commission Expires: October 17, 2018

(SEAL)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CITY OF MANSFIELD, TEXAS, a Texas home-rule municipality

By: Chris Burkett
Name: Chris Burkett
Title: Assistant City Manager

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 15th day of December, 2015, by Chris Burkett, as Assistant City Manager of the CITY OF MANSFIELD, TEXAS, a Texas home-rule municipality, on behalf of such municipality. He/she is personally known to me or has produced _____ as identification.

Notary Public Nancy Cardinale
Name: Nancy Cardinale
Commission No.: 4-18-17
My Commission Expires:

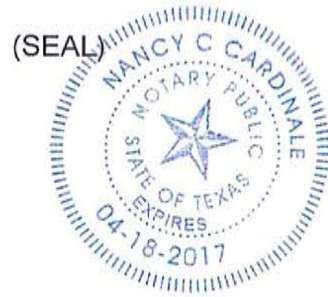


Exhibit "A"

Legal Description of Leased Premises

BEING 8.742 ACRES OF LAND LOCATED IN LOT 3R, BLOCK 1, BIG LEAGUE DREAMS ADDITION, TO THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 12186 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS. SAID 8.742 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT A ½ INCH IRON ROD SET AT THE NORTH CORNER OF SAID LOT 3R, BLOCK 1, BIG LEAGUE DREAMS ADDITION, AND SAID POINT OF BEGINNING ALSO BEING THE INTERSECTION OF THE SOUTHWEST RIGHT-OF-WAY LINE OF HERITAGE PARKWAY SOUTH, AND THE SOUTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 360; THENCE SOUTHEASTERLY 162.15 FEET, ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID HERITAGE PARKWAY SOUTH AND THE NORTHEAST BOUNDARY LINE OF SAID LOT 3R, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1401.82 FEET, A CENTRAL ANGLE OF 06° 37'39", AND A CHORD BEARING S 42°14'41" E 162.06 FEET, TO A POINT; THENCE S 57°47'24" W 54.82 FEET, SEVERING SAID LOT 3R, TO A POINT IN THE PROPOSED WEST EDGE OF A RETAINING WALL; THENCE ALONG THE WEST EDGE OF SAID PROPOSED RETAINING WALL, AS FOLLOWS:

1. S 32°12'36" E 61.49 FEET, TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT;
2. SOUTHWESTERLY 44.30 FEET, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 38.67 FEET, A CENTRAL ANGLE 65°38'25", AND A CHORD BEARING S 00°36'37" W 41.92 FEET, TO A POINT AT THE END OF SAID CURVE;
3. S 33°25'50" W 43.58 FEET, TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT;
4. SOUTHWESTERLY 26.43 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 56.33 FEET, A CENTRAL ANGLE OF 26°25'53", AND A CHORD BEARING S 19°59'23" W 26.19 FEET, TO A POINT AT THE END OF SAID CURVE;
5. S 06°32'56" W 64.41 FEET, TO A POINT;
6. S 14°51'18" E 28.76 FEET, TO A POINT;
7. S 27°10'57" E 24.02 FEET, TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT;
8. EASTERLY 69.26 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 31.33 FEET, A CENTRAL ANGLE OF 126°39'16", AND A CHORD BEARING N 89°29'26" E 56.00 FEET, TO A POINT AT THE END OF SAID CURVE;
9. N 26°09'48" E 26.48 FEET, TO A POINT;
10. N 30°22'15" E 54.58 FEET, TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT;

11. NORTHEASTERLY 46.07 FEET, ALONG THE SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 28.67 FEET, A CENTRAL ANGLE OF 92°05'03", AND A CHORD BEARING N 76°24'47" E 41.27 FEET, TO A POINT AT THE END OF SAID CURVE;

12. S 69°55'49" E 60.17 FEET, TO A ½ INCH IRON ROD SET AT THE MOST EASTERLY CORNER OF SAID LOT 3R, AND THE NORTH COMER OF LOT 4R, BLOCK 1, BIG LEAGUE DREAMS ADDITION, TO THE CITY OF MANSFIELD, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 12186 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, AND LYING IN THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID HERITAGE PARKWAY SOUTH;

THENCE S 60°40'52" W 195.78 FEET, ALONG THE NORTHWEST BOUNDARY LINE OF SAID LOT 4R, BLOCK 1, AND THE SOUTHEAST BOUNDARY IINE OF SAID LOT 3R, BLOCK 1, TO A ½ INCH IRON ROD SET; THENCE S 09°40'25" W 352.01 FEET, ALONG THE SOUTHEAST BOUNDARY LINE OF SAID LOT 3R, BLOCK 1, AND THE NORTHWEST BOUNDARY LINE OF SAID LOT 4R, BLOCK 1, TO A POINT IN THE PROPOSED NORTH EDGE OF A SIDEWALK;

THENCE ALONG THE NORTH EDGE OF SAID PROPOSED SIDEWALK, AS FOLLOWS:

1. NORTHWESTERLY 92.73 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 963.86 FEET, A CENTRAL ANGLE OF 05°30'44", AND A CHORD BEARING N 66°44'24" W 92.69 FEET, TO A POINT AT THE END OF SAID CURVE;

2. N 62°47'31" W 41.27 FEET, TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT;

3. NORTHWESTERLY 67.91 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 230.50 FEET, A CENTRAL ANGLE OF 16°52'51", AND A CHORD BEARING N 68°59'00" W 67.67 FEET, TO A POINT;

4. NORTHWESTERLY 2.69 ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3.50 FEET, A CENTRAL ANGLE OF 43°58'36", AND A CHORD BEARING N 55°26'07" WEST 2.62 FEET, TO A POINT AT THE END OF SAID CURVE;

5. N 33°26'49" W 7.98 FEET, TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT;

6. NORTHWESTERLY 14.10 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 16.50 FEET, A CENTRAL ANGLE OF 48°57'32", AND A CHORD BEARING N 57°55'35" W 13.67 FEET, TO THE POINT AT THE END OF CURVE, AND THE BEGINNING OF ANOTHER CURVE TO THE LEFT;

7. NORTHWESTERLY 59.16 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 242.50 FEET, A CENTRAL ANGLE OF 13°58'4", AND A CHORD BEARING N 89°23'41" W 59.01 FEET, TO A POINT AT THE END OF SAID CURVE;

8. S 83°36'59" W 73.43 FEET, TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT;

9. SOUTHWESTERLY 12.96 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 16.50 FEET, A CENTRAL ANGLE OF 45°00'00", AND A CHORD BEARING S 61°06'59" W 12.63 FEET, TO A POINT AT THE END OF SAID CURVE;

4845-8740-2026.7

STORE/Horizon Family

Assignment and Assumption of Lease

490 Heritage Pkwy. South, Mansfield, TX

File No. 7120/02-403.3

10. S 38°36'59" W 8.69 FEET, TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT;

11. SOUTHWESTERLY 2.75 FEET, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3.50 FEET, A CENTRAL ANGLE OF 44°59'31", AND A CHORD BEARING S 61°06'59" W 2.68 FEET, TO A POINT AT THE END OF SAID CURVE;

12. S 83°36'59" W 347.88 FEET, TO A POINT;

13. S 06°23'01" E 40.00 FEET, TO A POINT;

THENCE S 83°36'59" W 121.77 FEET, TO A POINT IN THE WEST BOUNDARY LINE OF SAID LOT 3R, AND THE SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID STATE HIGHWAY NO. 360; THENCE ALONG THE NORTHWEST BOUNDARY LINE OF SAID LOT 3R, AND THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 360, AS FOLLOWS:

1. NORTHEASTERLY 400.64 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 924.93 FEET, A CENTRAL ANGLE OF 24°49'05", AND A CHORD BEARING N 33°19'51 E 397.51 FEET, TO A ½ INCH IRON ROD SET AT THE LOCATION OF A FORMERLY LOCATED TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;

2. N 51°53'14" E 180.15 FEET, TO A ½ INCH IRON ROD SET AT THE LOCATION OF A FORMERLY LOCATED TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;

3. N 46°03'02" E 99.61 FEET, TO A ½ INCH IRON ROD SET AT THEE LOCATION OF A FORMERLY LOCATED TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;

4. N 34°25'08" E 51.17 FEET, TO A ½ INCH IRON ROD SET AT THE LOCATION OF A FORMERLY LOCATED TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;

5. N 45°33'53" E 75.06 FEET, TO A TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

6. NORTHEASTERLY 234.55 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 994.93 FEET, A CENTRAL ANGLE OF 13°30'26", AND A CHORD BEARING N 39°00'37" E 234.01 FEET, TO TEXAS DEPARTMENT OF TRANSPORTATION RIGHT- OF-WAY MONUMENT FOUND;

7. N 82°29'09" E 113.88 FEET, TO A TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT FOUND;

8. N 25°05'50" E 15.89 FEET, TO THE POINT OF BEGINNING, CONTAINING 8.742 ACRES (380,783 SQUARE FEET) OF LAND.

Exhibit B
Description of 2023/2024 Capital Improvements

Pavilion will be located in line with the Oasis Bar and will extend 85' long and 30' wide. Includes electrical, industrial fans, and lights. Includes relocation of existing shade. The park is in desperate need of shade and this addition provides a great location for in-park spending upgrades.

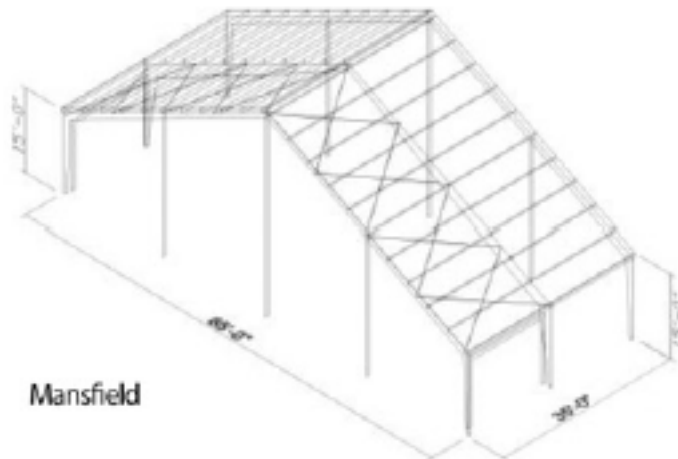


Exhibit C
Description of Structural Replacements

Torpedoes are inoperable. The existing drop system is completely defunct. White Water has sourced an aftermarket update that will allow the rides to operate as intended. Also includes a slide refurbishment.

