

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

This Amendment Number Three to Water Park Ground Lease and Operating Agreement (the "Amendment") 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 previously amended and 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 CITY and MFE entered into Amendment Number One to Water Park Ground Lease and Operating Agreement, a copy of which is attached hereto as Exhibit B, to accommodate a loan in the amount of \$2,000,000 from Texans Credit Union, a Texas credit union ("TCU") to MFE (the "TCU Loan"); and

**WHEREAS**, MFE has requested that Capital One, National Association ("LENDER"), make a \$9,200,000 loan to MFE's parent company, Horizon Family Holdings, LLC ("Borrower") to refinance the TCU Loan and to make other financial accommodations to Borrower in connection with its operations (the "Loan"), which Loan will be secured by, among other things, MFE's interest in the Premises and the Agreement; and

**WHEREAS**, MFE has requested the addition of certain terms and conditions to the Agreement as an inducement for LENDER to enter into the Loan with Borrower; and

**WHEREAS**, the CITY has agreed to the addition of such terms and conditions to the Agreement as provided herein;

**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 to the granting of the Leasehold Mortgage by MFE to LENDER, which consent satisfies all requirements of Section 18 of the Agreement. Borrower and LENDER shall not increase the principal amount of the Loan of \$9,200,000 without the CITY's prior written consent.

3. Amendments to the Agreement. The CITY and MFE hereby agree that, effective from and after the execution of this Amendment, the Agreement is modified and amended as follows:

(a) Leasehold Mortgage. The definition of "Leasehold Mortgage" in Section 1.1 of the Agreement is amended to read as follows:

*“Leasehold Mortgage” means that certain Deed of Trust, Security Agreement, and Assignment of Rents executed by MFE in favor of LENDER dated as of \_\_\_\_\_ 2012.”*

(b) LENDER. The definition of “LENDER” in Section 1.1 of the Agreement is amended to read as follows:

*“LENDER” means Capital One, National Association, a national banking association, and its successors and assigns.”*

(c) Notices. The address for notice to LENDER in Section 16 of the Agreement is amended to be:

“To LENDER at:

Capital One, National Association  
505 Main Street, Suite 303  
Fort Worth, Texas 76102  
Attention: Michael Q. Barber”

4. 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, and the Agreement has not heretofore been amended or modified in any manner except as amended hereby.

5. Counterpart Execution. This Amendment may be executed any multiple counterparts.

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

SIGNATURE PAGE TO IMMEDIATELY FOLLOW

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2012.

MANSFIELD FAMILY  
ENTERTAINMENT, LLC.

CITY OF MANSFIELD

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Attest:  
  
\_\_\_\_\_  
\_\_\_\_\_

Attest:  
  
\_\_\_\_\_  
\_\_\_\_\_, City Secretary

ACKNOWLEDGED AND ACCEPTED BY LENDER:

CAPITAL ONE, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:  
  
\_\_\_\_\_  
\_\_\_\_\_