

GROUND LEASE ESTOPPEL CERTIFICATE, CONSENT AND AMENDMENT

TO: STORE Capital Corporation
STORE Master Funding VIII, LLC
8501 E. Princess Drive, Suite 190
Scottsdale, Arizona 85255

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

RE: Ground Lease relating to property at 490 Heritage Pkwy. South, Mansfield, TX

CITY OF MANSFIELD, TEXAS, a Texas home-rule municipality ("Ground Lessor") and MANSFIELD FAMILY ENTERTAINMENT, LLC, a Missouri limited liability company ("Ground Lessee"), are parties to that certain Water Park Ground Lease and Operating Agreement dated as of November 20, 2007 (together with all amendments, modifications, letter agreements and assignments, if applicable, described on Exhibit B attached hereto, the "Ground Lease"), with respect to the real property legally described on the attached Exhibit A (the "Premises").

Ground Lessee desires to assign its leasehold interest (the "Assignment") in the Ground Lease to STORE MASTER FUNDING VIII, LLC ("STORE"), an affiliate of STORE Capital Corporation, and STORE is desirous of obtaining from a third party lender (which lender shall initially be STORE Capital Corporation) (together with its successors and assigns, "Lender") a loan, either at the time of the Assignment or in the future (the "Loan") secured by a first leasehold mortgage upon STORE's interest as tenant under the Ground Lease. In connection with the Assignment and the Loan, STORE requests that Ground Lessor execute and deliver this Ground Lease Estoppel Certificate, Consent and Amendment (the "Certificate").

Ground Lessor hereby certifies, acknowledges and agrees as follows:

1. An accurate and complete description of the Ground Lease and all the modifications to the Ground Lease, if any, appears on Exhibit B. The Ground Lease is the only lease or agreement between Ground Lessor and Ground Lessee with respect to the Premises.
2. The Ground Lease is in full force and effect and is valid and enforceable against Ground Lessor.
3. The current expiration date of the Ground Lease is May 28, 2049.
4. The annual rent under the Ground Lease is stipulated in Section 10.2 of the Ground Lease, and has been paid through December 31, 2014.
5. Ground Lessee is not in default under the Ground Lease and no event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, would constitute a default under the Ground Lease.
6. Upon the Assignment, Ground Lessor hereby consents to STORE, as tenant under the Ground Lease, executing a mortgage or deed of trust in favor of Lender (the "Mortgage"), encumbering, among other things, STORE's interest in the Ground Lease. The execution and recordation of the Mortgage (including UCC Financing Statements) will not constitute a breach of or default under the

Ground Lease. Ground Lessor does not need to obtain any other consents with respect to STORE's execution and delivery of the Mortgage. Within five (5) business days of the execution and recordation of the Mortgage (including UCC Financing Statements), STORE will provide the City copies of such documents.

7. (a) Provided STORE has forwarded Lender's contact information to Ground Lessor, Ground Lessor agrees to send to Lender a duplicate copy of any notice of default or other notice Ground Lessor sends under the Ground Lease (each, a "Notice") at the same time Ground Lessor sends such Notice to STORE. Lender may cure any default by STORE within the actual cure period provided under the Ground Lease. Ground Lessor will not terminate the Ground Lease without giving Lender a Notice of such intended action and an opportunity to cure the default in accordance with the Ground Lease and this Certificate. Absent a default under the Ground Lease which is not cured within the applicable cure period set forth in the Ground Lease for such default to be cured, Ground Lessor will not disturb the possession, interest or quiet enjoyment of STORE in the Premises for any reason, unless Ground Lessor is otherwise allowed to do so in accordance with the terms of the Ground Lease.

(b) The Mortgage contains a power of attorney from STORE in favor of Lender pursuant to which Lender shall have the right, either (i) upon the occurrence of an Event of Default (as defined in the Mortgage) or (ii) with respect to the exercise of renewal options, to exercise certain of STORE's rights as tenant under the Ground Lease. Ground Lessor will recognize such power of attorney and accept performance by Lender of STORE's rights as tenant under the Ground Lease pursuant to such power of attorney. Lender shall not be deemed to have assumed STORE's obligations as tenant under the Ground Lease by virtue of Lender exercising its rights under such power of attorney unless and until Lender has completed a foreclosure of the Mortgage or accepted an assignment of the Ground Lease in lieu of foreclosure as contemplated by Section 8 below.

8. Lender shall have the right to assign its right, title and interest in the Mortgage to any third party. Unless Lender is the purchaser at a foreclosure sale of the Mortgage or has accepted an assignment of the Ground Lease in lieu of foreclosure (such conveyance in either case, a "Foreclosure"), neither Lender nor its assignee shall be deemed by virtue of this Certificate to have assumed any of the tenant's obligations under the Ground Lease. Any assignment and assumption of the Ground Lease shall be subject to Ground Lessor's consent rights under the Ground Lease.

9. Provided that all rent owing under the Ground Lease is paid current and Lender is using commercially reasonable efforts to identify a new operator of the Water Park at the Premises that is acceptable to Ground Lessor, Ground Lessor will not terminate the Ground Lease for the failure of Lender to continuously operate the Premises after Lender takes possession of the Premises unless such failure to operate exceeds seven (7) days during the Operating Season under the Ground Lease.

10. Ground Lessor will not amend or modify the Ground Lease in any manner without the prior written consent of Lender, which consent will not be unreasonably withheld or delayed. Ground Lessor will not consent to any assignment, subletting or additional encumbrances of the Ground Lease by STORE without the prior written consent of Lender.

11. All notices given hereunder shall be in writing and given by express overnight delivery service or certified mail, return receipt requested, and shall be deemed to have been delivered (i) the next business day, if delivered by express overnight delivery service, or (ii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified mail, return receipt requested. Notices shall be provided at the addresses first referenced above or such other address or person as Lender, Ground Lessor, STORE may from time to time hereafter specify in the manner provided above.

12. This Certificate shall be binding upon and shall inure to the benefit of the Ground Lessor, Lender, STORE and their respective successors and assigns.

13. The terms "Lender" and "Leasehold Mortgage" in Section 1.1 of the Ground Lease are amended, and shall mean and refer to the Lender and the Mortgage hereunder. The foregoing amendment and effectiveness of this Certificate are subject to all existing liens in the Ground Lease (including without limitation the mortgage for the benefit of Capital One, National Association) being released.

14. Within 30 days after a request by Lender, Ground Lessor shall provide Lender with a signed statement indicating whether or not any defaults exist under the Ground Lease and such other matters concerning the Premises and the Ground Lease as Lender may reasonably request.

15. Lender may rely on this Certificate in connection with the Loan and Fidelity National Title Insurance Company and any other title insurance company issuing lenders' title insurance policies to Lender may rely on this Certificate in connection with any title insurance policies which it may issue to STORE or Lender.

16. This Certificate shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of Texas. All parties to this Certificate, and any individual or entity relying on this Certificate, 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 Certificate shall be exclusively in the District Courts of Tarrant County, Texas.

[Remainder of page intentionally left blank; signature page(s) to follow]

IN WITNESS WHEREOF, the foregoing Ground Lease Estoppel Certificate, Consent and Amendment is executed by Ground Lessor as of December ____, 2015.

GROUND LESSOR:

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

By: _____

Its: _____

Printed Name _____

IN WITNESS WHEREOF, the foregoing Ground Lease Estoppel Certificate, Consent and Amendment is executed by Ground Lessee as of December ___, 2015 for purposes of acknowledging, agreeing to and consenting to the terms, provisions and certifications contained herein.

MANSFIELD FAMILY ENTERTAINMENT, LLC, a Missouri
limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

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 1/2" 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 $92^{\circ} 05' 03''$, and a chord bearing $N 76^{\circ} 24' 47'' E$ 41.27 feet, to a point at the end of said curve;
12. $S 69^{\circ} 55' 49'' E$ 60.17 feet, to a 1/2" iron rod set at the most Easterly corner of said Lot 3R, and the North corner 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 $S 60^{\circ} 40' 52'' W$ 195.78 feet, along the Northwest boundary line of said Lot 4R, Block 1, and the Southeast boundary line of said Lot 3R, Block 1, to a 1/2" iron rod set;

THENCE $S 09^{\circ} 40' 25'' W$ 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 $05^{\circ} 30' 44''$, and a chord bearing $N 66^{\circ} 44' 24'' W$ 92.69 feet, to a point at the end of said curve;
2. $N 62^{\circ} 47' 31'' W$ 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 $16^{\circ} 52' 51''$, and a chord bearing $N 68^{\circ} 59' 00'' W$ 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 $43^{\circ} 58' 36''$, and a chord bearing $N 55^{\circ} 26' 07'' W$ 2.62 feet, to a point at the end of said curve;
5. $N 33^{\circ} 26' 49'' W$ 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 $48^{\circ} 57' 32''$, and a chord bearing $N 57^{\circ} 55' 35'' W$ 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 $13^{\circ} 58' 40''$, and a chord bearing $N 89^{\circ} 23' 41'' W$ 59.01 feet, to a point at the end of said curve;
8. $S 83^{\circ} 83' 36'' 59'' W$ 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 $45^{\circ} 00' 00''$, and a chord bearing $S 61^{\circ} 06' 59'' W$ 12.63 feet, to a point at the end of said curve;
10. $S 38^{\circ} 36' 59'' W$ 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 $44^{\circ} 59' 31''$, and a chord bearing $S 61^{\circ} 06' 59'' W$ 2.68 feet, to a point at the end of said curve;
12. $S 83^{\circ} 36' 59'' W$ 347.88 feet, to a point;
13. $S 06^{\circ} 23' 01'' E$ 40.00 feet, to a point;

THENCE $S 83^{\circ} 36' 59'' W$ 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 $24^{\circ} 49' 05''$, and a chord bearing $N 33^{\circ} 19' 51'' E$ 397.51 feet, to a 1/2" iron rod set at the location of a formerly located Texas Department of Transportation right-of-way monument;
2. $N 51^{\circ} 53' 14'' E$ 180.15 feet, to a 1/2" iron rod set at the location of a formerly located Texas Department of Transportation right-of-way monument;
3. $N 46^{\circ} 03' 02'' E$ 99.61 feet, to a 1/2" iron rod set at the location of a formerly located Texas Department of Transportation right-of-way monument;
4. $N 34^{\circ} 25' 08'' E$ 51.17 feet, to a 1/2" iron rod set at the location of a formerly located Texas Department of Transportation right-of-way monument;
5. $N 45^{\circ} 33' 53'' E$ 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 $13^{\circ} 30' 26''$, and a chord bearing $N 39^{\circ} 00' 37'' E$ 234.01 feet, to Texas Department of Transportation right-of-way monument found;
7. $N 82^{\circ} 29' 09'' E$ 113.88 feet, to a Texas Department of Transportation right-of-way monument found;
8. $N 25^{\circ} 05' 50'' E$ 15.89 feet, to THE POINT OF BEGINNING, containing 8.742 acres (380,783 square feet) of land.

EXHIBIT B

DESCRIPTION OF GROUND LEASE

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.