

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

This Amendment to Amendment Number Two 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"). CITY and MFE are sometimes hereinafter referred to individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, on or about April 24, 2007, the City Council of CITY authorized entry into, and executed a Water Park Ground Lease and Operating Agreement (as amended, the "Agreement") by and between the CITY, as Lessor, and MFE, as Lessee; and

WHEREAS, in November 2011, the Agreement was amended ("Amendment Number Two", a copy of which is attached hereto as Exhibit A) whereby, among other things, the CITY and MFE set forth terms and obligations related to the construction of new capital improvements to the Water Park; and

WHEREAS, the City desires to substitute different capital improvements to the Water Park; and

WHEREAS, the purpose of this Amendment is to only amend Exhibit A of Amendment Number Two, which will depict different capital improvements.

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

1. Amendment. The CITY and MFE hereby agree that, effective from and after the execution of this Amendment, Exhibit A of Amendment Number Two is modified and amended as shown on the attached Exhibit B to this Amendment.
2. 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.
3. Counterpart Execution. This Amendment may be executed in any multiple counterparts.
4. Conflicts. To the extent there are any conflicts between this Amendment and Amendment Number Two, this Amendment shall govern and control. In all other respects, the terms and conditions of Amendment Number Two shall remain the same.

{Signatures on following page}

EXECUTED this the ____ day of _____, 2012.

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

By: _____
David J. Busch, President

ATTEST:

By: _____

Name: _____

Title: _____

EXECUTED this the ____ day of _____, 2012.

CITY OF MANSFIELD, TEXAS

By: _____
Clayton W. Chandler, City Manager

ATTEST:

By: _____
Vicki Collins, City Secretary

EXHIBIT A

Amendment Number Two

EXHIBIT B

Amended Exhibit A to Amendment Number Two