

**SECOND AMENDMENT TO
MAINTENANCE AND OPERATIONS AGREEMENT
(BIG LEAGUE DREAMS MANSFIELD SPORTS PARK)**

THIS SECOND AMENDMENT TO MAINTENANCE AND OPERATIONS AGREEMENT (this "Second Amendment") is entered effective July __, 2012 by and between THE CITY OF MANSFIELD, TEXAS, a Texas home-rule municipal corporation (the "City") and BIG LEAGUE DREAMS MANSFIELD, LLC ("BLD Mansfield"), a Texas limited liability company and assignee of Big League Dreams Mansfield, L.P., the now dissolved Texas limited partnership which entered that certain Maintenance and Operations Agreement (the "MOA") with the City effective April 30, 2004 and an Addendum to the Maintenance and Operations Agreement dated December 13, 2004 ("Addendum No. 1") and an Addendum No. 2 to the Maintenance and Operations Agreement dated March 14, 2005 ("Addendum No. 2"). The MOA was previously amended by that certain First Amendment to Maintenance and Operations Agreement dated February 28, 2011 (the "First Amendment").

RECITALS

A. The Sports Park (as this and all other capitalized terms used but not otherwise defined in this Second Amendment are defined in the MOA) was constructed by the City and opened to the general public for play by BLD Mansfield on March 15, 2008. (The Completion Date, as defined in the MOA, is, as a result, April 1, 2008).

B. Addendum No. 1 modified the MOA by (1) placing restrictions on alcoholic beverage, adult oriented sexual entertainment, tobacco and gambling advertising at the Sports Park; (2) restricting the type of alcoholic beverages which may be sold at the Sports Park to beer and wine (deleting liquor); (3) restricting the sale of alcoholic beverages during youth games at the Sports Park; and (4) deleting a second reference to the sale of liquor at the Sports Park. Addendum No. 2 modified the MOA by (1) requiring BLD Mansfield to guarantee that a minimum number of games shall be scheduled for youth teams at the Sports Park during the spring and fall seasons; and (2) further restricting the sale of alcoholic beverages during youth games at the Sports Park.

C. The First Amendment documented the understanding of the City and BLD Mansfield to share the cost of installing synthetic turf infields at the Sports Park.

D. To better enable the scheduling of youth games (and, based on the experience of the Sports Park since its opening, more problematically, the re-scheduling of rained out youth games) at the Sports Park when adult games are also scheduled, and to vest more discretion and authority in the youth organizations which sponsor and organize the youth games played at the Sports Park, the City and BLD Mansfield have agreed to amend the restrictions on the sale of alcoholic beverages during youth games as provided in this Second Amendment.

E. Finally, to simplify the various Addenda and Amendments, all provisions of Addendum No. 1 and Addendum No. 2 other than the restrictions on the sale of alcoholic beverages during youth games are restated in their entirety and without modification in this Second Amendment. Accordingly, Addendum No. 1 and Addendum No. 2 are hereby superseded and shall hereafter be considered null and void and of no further force and effect. The First Amendment shall remain in full force and effect.

AGREEMENT

1. Definitions. Section 1 (Definitions) is amended by the addition of the following definitions:

Diamonds means any baseball/softball diamond at the Sports Park.

Fieldhouse means the prefabricated steel structure located within the Sports Park in which indoor soccer and other indoor sports are played and group business and other special events are held.

F&B Facility means each of the two fully enclosed, air conditioned and heated sports-themed, family-style food and beverage concession facilities, each with a seating capacity for approximately 200 patrons, located within the Sports Park.

Pod means an F&B Facility and the Diamonds immediately surrounding it. There are two Pods at the Sports Park.

Youth Games means any baseball, softball or indoor soccer game at the Sports Park whose participants are limited by the sponsoring organization (or by BLD Mansfield or BLD Sports) to youth (age 17 or under).

2. Non-Freeway Related Signage. Section 4.7 of the MOA is restated without modification as follows:

"4.7 Non-Freeway Related Signage. BLD Mansfield agrees that it will not erect or maintain, or allow to be erected and/or maintained, signs within or upon the Sports Park which contain copy relating to:

(a) Alcoholic beverage products or sales (except for advertising relating solely to beer sales);

(b) The advertisement of adult entertainment facilities, sexually oriented businesses or signage containing content clearly sexual in nature;

(c) The advertisement of tobacco products;

(d) The advertisement of gambling or gambling related activities.

BLD Mansfield shall be permitted to erect and/or maintain signage relating to the sale of beer within the restaurant and concession areas and may have advertising concerning the sale of beer in the signage within the ball park areas consistent with comparable signage that is traditionally found in ball park facilities."

3. Guaranteed Youth Scheduling. Section 5.4(f) of the MOA is restated without modification as follows:

"BLD Mansfield will make sufficient fields available to accommodate play by, at a minimum, 80 youth baseball or softball teams during the spring season and 40 teams during the fall season each year. The City of Mansfield Park and Recreation Department will make all scheduling decisions related to this use."

4. No Liquor Sales. Section 5.8(b) is restated without modification as follows to delete the right of BLD Mansfield to sell liquor at the Sports Park:

"(b) Engage in the sale of beer and wine from the Sports Park (subject to obtaining and maintaining required or appropriate licenses or permits from the Department of Alcoholic Beverage Control and compliance with Legal Requirements)."

5. Alcoholic Beverage Sale Restrictions During Youth Games. Section 5.8(c) of the MOA is amended and restated as follows to vest the sponsoring youth organization with the authority to determine when and under what circumstances beer and wine may be sold at either F&B Facility during Youth Games:

"(c) No alcoholic beverages may be sold from the F&B Facility located within a given Pod during any Youth Game being played at any Diamond located within such Pod (or for one hour thereafter) unless the youth organization sponsoring the Youth Game consents to such sales in writing. Also, no alcoholic beverages may be sold from the concession stand located within the Fieldhouse during any Youth Game being played at the Fieldhouse unless the youth organization sponsoring the Youth Game consents to such sales in writing. If Youth Games are only being played at one Pod, alcoholic beverages may be sold from the F&B Facility located within the other Pod and from the concession stand at the Fieldhouse. If Youth Games are being played only at the Fieldhouse, alcoholic beverages may be sold from both F&B Facilities."

6. No Liquor Sales. Section 7.2(c) is restated without modification as follows to delete a second reference to the right of BLD Mansfield to sell liquor at the Sports Park:

"(c) the amount of any revenues received by any licensee, contractor or concessionaire (unless such licensee, contractor or concessionaire is an Affiliate) operating in or from the Sports Park which are not paid or required

to be paid to BLD Mansfield, provided that such revenues are not derived from the sale of food or beverages;"

All terms and conditions of the MOA and the First Amendment shall, except as expressly modified by this Second Amendment, remain in full force and effect. Addendum No. 1 and Addendum No. 2 are hereby superseded and shall hereafter be considered null and void and of no further force or effect. The terms and provisions of this Second Amendment shall be interpreted and made operational within the context of the MOA with all necessary terms provided or construed from that Agreement.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Maintenance and Operations Agreement to be executed effective as of the day and year first set forth above.

CITY OF MANSFIELD

Clayton Chandler
City Manager

ATTESTATION:

Vicki Collins
City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr.
City Attorney

BIG LEAGUE DREAMS MANSFIELD, LLC

Scott Parks LeTellier
Chief Executive Officer