

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

This Amendment Number Five to Water Park Ground Lease and Operating Agreement (this “**Amendment**”) is made and entered into this ____ day of _____, 2021 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**”). City and Store are sometimes hereinafter referred to individually as a “party” and collectively as the “parties.”

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, the Agreement prohibits the sale of alcoholic beverages on the Premises (as that term is defined in the Agreement); and

WHEREAS, the parties desire to amend the Agreement to allow for the sale of certain alcoholic beverages on the Premises.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein 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. **Amendments to the Agreement.** The parties agree that, effective from and after the execution of this Amendment, the Agreement is modified and amended as follows:
 - a. Section 1.1.10 of the Agreement is amended by amending the last sentence of that section to read as follows:

“Gross Revenues shall include sales of tickets and passes for entrance to the Water Park via internet sales and sales by mail, as well as all alcohol sales at the Premises.”
 - a. Section 7.3.3.1 of the Agreement is amended to read as follows:

“7.3.3.1 MFE may sell beer, wine, and liquor (with liquor limited to pina coladas and margaritas) on the Premises, provided MFE obtains all required state and local licenses and permits.”
 - b. Section 13 of the Agreement is amended by adding a new subsection 13(f) to read as follows:

“(f) **Liquor Liability Insurance:** If MFE sells beer or wine on the Premises, it must maintain liquor liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.”

3. 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.
4. Counterpart Execution. This Amendment may be executed in any multiple counterparts.
5. 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.
6. 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.
7. 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 _____, 2021.

STORE MASTER FUNDING VIII, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

CITY OF MANSFIELD, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

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]