

SECOND AMENDMENT TO GROUND LEASE

THIS SECOND AMENDMENT TO GROUND LEASE ("Second Amendment") is made and entered into as of the ___ day of _____, 2013, by and between the EANES INDEPENDENT SCHOOL DISTRICT ("Lessor") and the WESTERN HILLS LITTLE LEAGUE ("Lessee") (Lessor and Lessee are herein collectively referred to as the "parties" and individually as a "party").

WHEREAS, Lessor and Lessee had previously entered into a Ground Lease ("Lease"), dated April 15, 2011, concerning approximately 50 acres of land, which is generally located at the Southwest Corner of Taylor Road and River Hills Road, Austin, Texas ("Property"); and

WHEREAS, Lessor and Lessee entered into that Amendment to Ground Lease fully executed on or about October 2012 (the "First Amendment") for the purpose of revising the legal description of the Property; and

WHEREAS, it is the intention of Lessor and Lessee to further amend and modify certain terms of the Lease, as amended by that First Amendment, and herein now collectively defined as the "Lease";

NOW THEREFORE, by the execution hereof and for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and in consideration of the following mutual covenants and agreements, the parties agree to and accept the following:

1. Section 4.04 of the Lease, titled "Additional Rent" is hereby amended to state as follows:

"In addition to the rental and escalation amount provided herein, if Lessee or any sublessee permits use of any facility constructed on the Property by any third party and receives income or revenue from such third party's use of the facilities, including but not limited to income arising out of the subletting of such facilities, tournament fees, entry fees or other use fees collected by Lessee, Lessee shall pay to Lessor ten percent (10%) of any gross income or gross revenues received from each such third party, without deduction or offset of Lessee's expenses. Income and revenue received by Lessee or any sublessee from any person or party for participant registration fees or concessions sold on the Property shall not be deemed to be income or revenue received from other entities. Lessee shall provide Lessor with a quarterly accounting of income and revenue received from Lessor and any sublessees, and shall make payments to Lessor for the Additional Rent described herein on a quarterly basis. Lessee agrees that during the Term of the Lease and for a period of three

(3) years after, Lessee and all sublessee's financial records shall be subject to review, inspection, copying and audit by Lessor or its agents."

2. Section 5.02 of the Lease, titled "Approval by Lessor" is hereby be amended by adding the following:

"Lessor shall, at no cost or expense to Lessor, reasonably cooperate with Lessee with the preparation, submission or execution of documents to be submitted to any Governmental Authority as required for the construction of Improvements. To the extent that Lessor incurs any costs or expenses in connection with the preparation, submission, or execution of such documents, Lessee shall reimburse such amounts to Lessor promptly upon request by Lessor."

3. The first sentence of Section 6.03 of the Lease, titled "Performance Under Construction Contracts" is hereby amended to state as follows:

"Lessee shall require the General Contractor for the Improvements to provide a Performance and Payment Bond (Private Works and in accordance with Chapter 53 of the Texas Property Code) for the Construction Contract Renovations, issued by a surety company reasonably acceptable to Lessor."

4. Section 6.05(a) of the Lease, titled "Insurance" is hereby amended to state as follows:

"All contractors, including but not limited to the General Contractor, shall obtain and maintain insurance as required by this Lease."

5. The heading and content of Section 6.05(d) of the Lease, titled "Performance and Payment Bonds" are hereby amended to state as follows:

"Payment Bonds. Lessee will cause Payment Bonds and bonded contracts to be recorded in accordance with the requirements of the Texas Property Code and the Clerk of Travis County."

6. Section 8.01 of the Lease, titled "Permitted Uses" is hereby amended to state as follows:

"Permitted Uses. Lessee and its sublessees shall have the right to use the Property for the construction, operation and management of multi-sport park as contemplated in Exhibits A and B, which shall be primarily dedicated to youth sports. Lessee will not use the Property and Improvements for any use listed on Exhibit C. Lessee shall not be entitled to use the Property for any other purpose without Lessor's written consent. Lessee and sublessees shall be permitted to

engage in income or revenue generating activities. Such activities shall be subject to the Permitted Uses set forth in this Section and the Additional Rent requirements set forth in Section 4.04."

7. The following provision shall be added to the Lease as Section 8.08, to be titled "Lessor's Rights to Use the Property":

"Notwithstanding anything herein to the contrary, Lessor shall have the absolute and priority right to utilize all or any portion of the improvements constructed by Lessee or any of its sublessee on scheduled school days and during school hours, upon advance notice to Lessee, but without the need for Lessee's approval. Lessor shall further have the right to request use of all or any portion of the Improvements for use on non-school days and after school hours upon prior notice to Lessee and upon Lessee's approval. Lessor's use of the Property and Improvements under this Section shall be at no cost to Lessor."

8. The heading and first sentence of Section 9.02(b)(ii) of the Lease, titled "By General Contractor" are hereby amended to state as follows:

"By Contractors. Lessee will cause all contractors, including but not limited to the General Contractor, to obtain and maintain CGL Insurance complying with all provisions of subsection (i) immediately above."

9. Section 9.02(c) of the Lease, titled "Other Insurance" is hereby amended to state as follows:

"Lessee will cause all contractors, including but not limited to the General Contractor, to obtain and maintain business auto liability and, if necessary, commercial umbrella liability insurance with limits reasonably acceptable to Lessor, which policy shall be endorsed to include Lessor and parties reasonably designated by Lessor as additional insureds (without exceptions for acts or omissions of the additional insureds, including negligence). Lessee will cause all contractors, including but not limited to the General Contractor, to obtain and maintain worker's compensation insurance as required by applicable law."

10. The following provision shall be added to the Lease as Section 9.02 (g) to be titled "Insurance by Lessor":

"During the Term, Lessor shall maintain a standard policy of commercial general liability insurance against injury or death to persons or damage to property arising out of Lessor's use of the Property during the Term, with limits reasonably acceptable to Lessor."

11. Section 12.01 of the Lease, titled "No Assignment or Sublease" is hereby amended to state as follows:

"Lessee shall have no right to assign this Lease. Lessee may not sublease under this Lease without the prior written consent of Lessor. Any permitted sublease shall be subject to the Permitted Uses set forth in Section 8.01 and the Additional Rent provisions of Section 4.04. Lessor hereby consents, without the necessity of further consent, that Lessee may sublease to Westlake Pop Warner and Westlake Youth Soccer Association. Any sublessee under this Lease shall be subject to the same terms, conditions and obligations as are binding against Lessee hereunder, and no sublessee under this Lease shall have any greater rights or benefits than have been granted to Lessee hereunder. Furthermore, Lessee shall require any and all sublessees under this Lease to carry, provide and obtain all insurance policies and coverages that Lessee is required to carry, provide and obtain under Section 9.02, and in accordance with the terms and conditions of Section 9.02."

12. Section 14.13 of the Lease, titled "Limited Right of First Refusal", is hereby amended to state as follows:

"In the event of a notice of Termination of this Lease by Lessor and Lessor's decision to offer the Property for sale, and subject to Lessor's compliance with the advertising and notice requirements of Local Government Code Chapter 272, or other law applicable at the time of the contemplated sale, Lessor grants Lessee a right of first refusal. Lessee must give Lessor written notice of exercise of the right of first refusal within thirty (30) days from Lessee's receipt of written notice from Lessor of the terms and conditions of the proposed sale, including notice of (i) Lessor's receipt of another bona-fide offer after compliance with applicable laws; or (ii) the fact that Lessor did not receive any other offers after compliance with applicable laws. If exercised, Lessee must close the acquisition of the Property within ninety (90) days after providing Lessor with written notice of Lessee's exercise of the right of first refusal. The purchase and sale of the Property, in the event Lessee exercises the right of first refusal, will be on terms and conditions set out in a contract of sale between and duly approved by Lessee and Lessor."

Except as expressly amended by the provisions hereof and those of the First Amendment, the terms and provisions in the Lease shall continue to govern the rights and obligations of the parties; and all provisions in the Lease shall remain in full force and effect as stated therein. This Second Amendment, the First Amendment, and the Lease taken together shall be construed as one instrument and are the complete agreement of the parties thereto, and supersede all prior proposals, negotiations, agreements and

understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, this Second Amendment is made and entered into in multiple original counterparts on the day and year first above written.

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[SIGNATURE PAGES TO FOLLOW]

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