

AMENDMENT TO GROUND LEASE AGREEMENT

This Amendment To Ground Lease Agreement (the “**Amendment**”) is made this _____ day of _____, 2019, by and between the **CITY OF CORPUS CHRISTI**, a home rule city (the “**Landlord**”), and **SQH SPORTS & ENTERTAINMENT, INC.**, a Texas Corporation (the “**Tenant**”).

WHEREAS, **Landlord** and **Tenant** previously entered into that one certain Ground Lease Agreement (the “**Lease**”) approved October 18 2016, and covering that certain 67.69 acre parcel of unimproved land, more or less, located near the intersection of State Highway 286 and FM 43 (Weber Road), in Corpus Christi, Nueces County, Texas, as shown on **Exhibit A** (the “**Site Plan**”), and as more particularly described on **Exhibit B** (the “**Land**”) attached to and made a part of said **Lease**, reference to which is here made for all pertinent purposes; and

WHEREAS, the Lease was previously amended to extend performance milestones as approved by the City on July 18, 2017;

WHEREAS, the purpose of the Lease is for the Tenant to utilize the Land to construct, operate, repair, and maintain a regional youth sports complex (the “complex”);

WHEREAS, **Landlord** and **Tenant** desire to amend Articles 8 and 15 of the **Lease** as set forth herein;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, together with the mutual benefits inuring to the parties hereto, the receipt and sufficiency of which are hereby acknowledged, **Landlord** and **Tenant** hereby expressly covenant and agree that the **Lease** is hereby amended as follows:

Article 8, Section 8.1.2., Performance Milestones, is amended to read as follows:

“8.1.2. Performance Milestones – Tenant agrees to complete the following performance milestones by the dates shown below. The determination of tenant’s successful compliance with these Performance Milestones is within the sole determination and discretion of the Director of Parks and Recreation, whose approval shall not be unreasonably withheld. Tenant agrees to provide Director of Parks and Recreation with documentation of completion of each Performance Milestone, subject to review and approval of Director of Parks and Recreation. Failure to timely and successfully complete a Performance Milestones shall be considered an “Event of Default” and subject to further action under Article 15.

8.1.2.A. Left blank.

8.1.2.B. By January 3, 2020, Tenant demonstrates to the satisfaction of the City Manager that Tenant has full funding for construction of the Improvements listed in Section 8.1.1 as well as full funding for any additional public improvements needed for operation of the complex.

8.1.2.C. By May 1, 2020, Tenant shall ensure that all utilities for the Premises have been approved in accordance with the Unified Development Code.

8.1.2.D. By December 1, 2020, Tenant completes final design of the complex.

8.1.2.E. By January 1, 2021, Tenant begins construction of the complex.

8.1.2.F. By February 1, 2022, Tenant substantially completes construction of the complex.

8.1.2.G. By April 1, 2022, Tenant begins operations of major components of the complex.”

Article 15, Events of Default, is amended to read as follows:

“ARTICLE 15: EVENTS OF DEFAULT; REMEDIES

15.1 Events of Default. The occurrence of any one or more of the following events (each an “*Event of Default*”) shall constitute a default and breach of this Lease by Tenant:

If Tenant fails to perform any of Tenant’s obligations or breaches any covenant or representation or warranty under this Lease for a period of thirty (30) days after written notice from Landlord (**the “Cure Period”**).

15.2 Remedies. Upon the occurrence of an Event of Default, and at any time thereafter, at Landlord’s option, and without limiting Landlord in the exercise of any other rights or remedies which Landlord may have at law or in equity by reason of such breach, if such Event of Default shall not have been cured during such Cure Period, Landlord may terminate this Lease by giving written notice to Tenant of Landlord’s election to so terminate, re-enter the Premises and take possession of the same, and expel or remove Tenant and all other parties occupying the Premises and/or Improvements, and remove all property of Tenant and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without being deemed guilty of trespass. In such event, and subject at all times to the law of the State of Texas pertaining to and/or dictating the duty of a landlord to mitigate damages in the event of a tenant’s breach of a lease, Landlord shall thereupon be entitled to recover from Tenant all costs to remove Tenant’s personal property and return Premises to good condition.”

Except as specifically amended herein, all of the remaining terms, conditions and provisions contained in the **Lease**, together with all exhibits attached thereto, shall remain in full

Except as specifically amended herein, all of the remaining terms, conditions and provisions contained in the **Lease**, together with all exhibits attached thereto, shall remain in full force and effect, and are hereby ratified and confirmed by **Landlord** and **Tenant**. In the event of any conflict between the terms, conditions and provisions of this **Amendment** and the terms, conditions and provisions of the **Lease**, the terms, conditions and provisions of this **Amendment** shall control.

IN WITNESS WHEREOF, this Amendment To Lease is made effective for all purposes as of the date shown above.

LANDLORD:

CITY OF CORPUS CHRISTI,
a home-rule municipal corporation

Attest: _____
Name: _____
Title: City Secretary

CITY OF CORPUS CHRISTI

By: _____
Name: _____
Title: City Manager

Date: _____

TENANT:

SQH SPORTS & ENTERTAINMENT, INC., a
Texas Corporation

By: Derrick Hsmer
Name: Derrick Hsmer
Title: Managing Partner

Date: 10/25/19