

**SECOND AMENDMENT TO PROFESSIONAL
FULL TENNIS SERVICES MANAGEMENT AGREEMENT**

This **SECOND AMENDMENT TO PROFESSIONAL FULL TENNIS SERVICES MANAGEMENT AGREEMENT** (this "Second Amendment"), is made and entered into effective as of _____, 2017 (the "Effective Date"), by and between the **CITY OF MCKINNEY**, a Texas home rule municipal corporation (hereinafter, the "City") and **LIFETIME TENNIS INC.**, a Texas corporation (hereinafter "Manager").

A. The City and Manager entered into that certain Professional Full Tennis Services Management Agreement (hereinafter, the "Agreement") dated as of February 3, 2012.

B. The City and Manager subsequently entered into that certain First Amendment to Professional Full Tennis Services Management Agreement (hereinafter, the "First Amendment") dated as of July, 2015.

C. The City and Manager desire to amend the Agreement as set forth herein. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the City and Manager hereby agree to amend, modify and supplement the Agreement as follows:

1. Subsection A of Section 2.03 shall be amended to read as follows:

"The initial term of this Agreement shall commence on February 3, 2012 and shall terminate on February 2, 2022 (the "Initial Term"), unless mutually extended by written agreement of the parties or unless sooner terminated as provided herein. The City and Manager shall have the right, but not the obligation, upon their mutual agreement to extend the term of this Agreement for one (1) additional period of five (5) years, commencing on the expiration of the Initial Term, subject to such additional or other terms and provisions as the parties may agree in writing. Upon mutual agreement the extended term would commence on February 3, 2022, and terminate on February 2, 2027. The preceding sentence shall not obligate either party to extend the term of this Agreement, and the City may take into consideration Manager's prior performance and compliance with this Agreement in its decision to extend, if at all. The failure of either party to agree to an extension of the term of this Agreement shall not be deemed a breach by such party of the covenant of good faith and fair dealing. If a party is interested in pursuing negotiations to extend the term of this Agreement, the party shall provide notice to the other party not later than twelve (12) months prior to the expiration of the then-current term of this Agreement. No less than six (6) months prior to the expiration of the existing term of this Agreement, the parties shall enter into an extension of this Agreement or provide notice that this Agreement will not be extended."

2. Except to the extent the Agreement and First Amendment are modified by this Second Amendment, the remaining terms and conditions of the Agreement and First Amendment shall remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions of the Agreement or the First Amendment and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail and control.

3. The Agreement, together with the First Amendment and this Second Amendment, embodies the entire understanding between the parties hereto with respect to its subject matter and can be changed only as set forth in the Agreement.

4. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Second Amendment to be effective as of the day and year first above written.

***[the remainder of this page is intentionally left blank;
signature page to follow]***

CITY:

CITY OF MCKINNEY,
a Texas home rule municipal corporation

By: _____
Paul G. Grimes
City Manager

Date: _____

LIFETIME TENNIS, INC.,
a Texas corporation

By: _____
Name: _____
Title: _____
Date: _____

(Seal)

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney