

**FIRST AMENDMENT
TO
SOFTBALL COMPLEX LEASE AGREEMENT**

This **FIRST AMENDMENT TO SOFTBALL COMPLEX LEASE AGREEMENT** is made and entered into this 18th day of September, 2018, by and between **CR BALLFIELDS, LP**, a Texas limited partnership (“CR Ballfields”) and the **CITY OF MCKINNEY, TEXAS**, a municipal corporation of the State of Texas and a home rule city (“City”).

RECITALS

A. On or about July 29, 2003, North Texas Athletic Center, Inc., a Texas non-profit corporation (“NTAC”), entered into that certain Softball Complex Lease Agreement with the City (the “Lease”) granting to the City a lease of a five-field softball complex and 200 parking spaces adjacent thereto (collectively, the “Softball Complex”) located at the northeast corner of State Highway 121 and Alma Road;

B. Subsequent to the execution of the Lease, NTAC contributed the land on which the Softball Complex is situated (the “Leased Premises”) to CR Ballfields, LP, which assumed the obligations of NTAC under the Lease;

C. In August of 2018, the City and CR Ballfields entered into a development agreement (the “Development Agreement”) to accommodate an approved change of use in the areas encompassing and adjacent to the Leased Premises into an urban mixed-use complex;

D. CR Ballfields has advised the City that it will need to commence activities to dismantle the improvements on the Leased Premises before December 31, 2018 to accommodate a contract purchaser of the Leased Premises (the “Owner”);

E. CR Ballfields and the City recognize that the Softball Complex is currently scheduled for a Fall league, which ends the first part of November 2018, and that the earliest the Softball Complex can be taken out of service is after such Fall league play;

F. Subject to the conditions for continuation, CR Ballfields and the City therefore desire to modify and amend the Lease to end the term thereof on November 30, 2018.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above, the parties hereto amend the Lease as follows:

1. The recitals set forth above are incorporated herein for all purposes.
2. The term of the Lease shall terminate on November 30, 2018; however, such termination shall only occur upon the express condition that the Owner, or the Owner’s authorized agent, of the Leased Premises has commenced construction of the

referenced urban mixed-use complex by its receipt of a demolition permit covering all of the improvements on the Leased Premises (the "Termination Condition") on or before November 1, 2018, with three (3) days' written notice to the City. Should the Termination Condition not be satisfied, the Lease shall continue by its terms until the Owner shall satisfy the Termination Condition and provides a like notice to the City in a subsequent year i) not sooner than February 1 or later than June 1 for the Spring softball season, or ii) not sooner than August 1 or later than November 1 for the Fall softball season, during the Term of the Lease. If the foregoing Termination Condition is satisfied, the Lease shall terminate on the last day of June or November, as applicable, after the City's receipt of the written notice of termination.

3. Except as set forth above, all other provisions of the Lease, not in conflict herewith, shall remain in full force and effect.

EXECUTED this ____ day of September, 2018.

CR BALLFIELDS, LP,
a Texas limited partnership

By: McKinney CR GP, L.C.,
a Texas limited liability company
Its General Partner

By: _____
Robert J. Holcomb, Manager

By: _____
David H. Craig, Manager

CITY OF MCKINNEY,
a Texas home-rule municipality

By: _____
Paul G. Grimes, City Manager