

**SIXTH AMENDMENT OF CONCESSION
AGREEMENT FOR WAKEBOARD PARK**

This **SIXTH AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** ("**Sixth Amendment**") is entered into among **THE TOWN OF LITTLE ELM, TEXAS**, a Texas home-rule municipality ("Town"), whose address for the purposes of this Sixth Amendment is 100 W. Eldorado Parkway, Little Elm, Texas 75068; **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation ("**LEEDC**"), whose address for the purposes of this Sixth Amendment is 100 W. Eldorado Parkway, Little Elm, Texas 75068; and **AMERICA'S CABLE PARK GROUP, LLC**, a Texas limited liability company ("**Cable Park**"), whose address for the purposes of this Sixth Amendment is 280 East Eldorado Parkway, Little Elm, Texas 75068.

RECITALS

WHEREAS, the Town, the LEEDC and Cable Park entered into that certain document entitled "**CONCESSION/LEASE/DEVELOPMENT AGREEMENT FOR WAKEBOARD PARK**" ("**Wakeboard Park Agreement**"), effective **February 13, 2014**; and

WHEREAS, the Wakeboard Park Agreement replaced and supplanted certain portions of the Lease/Development/Concession Agreement entered into among the Town, Cable Park, and the LEEDC on October 22, 2012, and as amended on January 15, 2013, April 16, 2013, and May 7, 2013; and

WHEREAS, on or about **February 1, 2016**, the Town, the LEEDC and Cable Park entered into a **FIRST AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** ("**First Amendment**") regarding the timing of the payment of rent, the entity to whom the rent shall be paid, and the identification of whom notice shall be given; and

WHEREAS, on or about **March 6, 2017**, the Town, the LEEDC and Cable Park entered into a **SECOND AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** ("**Second Amendment**") regarding landscape and irrigation obligations; and

WHEREAS, on or about **February 19, 2019**, the Town, the LEEDC and Cable Park entered into a **THIRD AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** ("**Third Amendment**") regarding the cost of water for the irrigation meter and the cost of landscape maintenance; and

WHEREAS, on or about **May 19, 2020**, the Town, the LEEDC and Cable Park entered into a **FOURTH AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** ("**Fourth Amendment**") to address the timing of the payment of rent by waiving certain rent payments; and

WHEREAS, on or about **September 18, 2023**, the Town, the LEEDC and Cable Park entered into a **FIFTH AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** ("**Fifth Amendment**") to address the Town assuming the obligations of landscaping and pond and irrigation obligations; and

WHEREAS, the parties now desire to enter into this Sixth Amendment to address Cable

Park's rent obligations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and subject to the terms, provisions and conditions of this Sixth Amendment, and each in consideration of the duties, covenants and obligations of the other hereunder, the Town, the LEEDC and Cable Park do hereby agree that the Wakeboard Park Agreement (as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment) shall be amended as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Sixth Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. AMENDMENT TO WAKEBOARD PARK AGREEMENT.

- (a) **Amendment to Wakeboard Park Agreement.** That Section 4.1 of the Wakeboard Park Agreement as amended by the Fourth Amendment is hereby amended to read as follows:

“4.1 **Rent.** Beginning on July 1, 2014, Cable Park agrees to pay rent to the LEEDC at the Town of Little Elm, 100 W. Eldorado Parkway, Little Elm, Texas 75068, for the account of the LEEDC for rent of said Premises at the rate of:”

* * *

“(c) Cable Park shall pay the LEEDC a minimum rent of Thirty Thousand and 00/100 Dollars (\$30,000.00) per Rent Year, payable in six (6) equal installments of Five Thousand and No/100 Dollars (\$5,000) to be paid on the 1st business day of May, June, July, August, September, and October of each year, which rent shall constitute the minimum yearly rent for the Premises. Rent in excess of this minimum yearly rent, if any, shall be calculated as set forth in Section 4.2 (a) and (b) of this Agreement.”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Sixth Amendment.

- (a) **Agreement and Amendment.** All of the terms, conditions, and obligations of the Agreement, and any amendments remain in full force and effect except where specifically modified by this Sixth Amendment.
- (b) **Amendments.** This Sixth Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Sixth Amendment. No alteration of or amendment to this Sixth Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (c) **Applicable Law and Venue.** This Sixth Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created

hereunder are performable in Denton County, Texas. Venue for any action arising under this Sixth Amendment shall lie in the state district courts of Denton County, Texas.

- (d) **Assignment.** This Sixth Amendment may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld.
- (e) **Binding Obligation.** This Sixth Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. Town warrants and represents that the individual executing this Sixth Amendment on behalf of Town has full authority to execute this Sixth Amendment and bind the Town to the same. LEEDC warrants and represents that the individual executing this Sixth Amendment on behalf of LEEDC has full authority to execute this Sixth Amendment and bind the LEEDC to the same. The Cable Park warrants and represents that the individual executing this Sixth Amendment on Cable Park's behalf has full authority to execute this Sixth Amendment and bind the Cable Park to the same.
- (f) **Caption Headings.** Caption headings in this Sixth Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Sixth Amendment.
- (g) **Counterparts.** This Sixth Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (h) **Effective Date.** The effective date (the "Effective Date") of this Sixth Amendment shall be the date of the latter to execute this Sixth Amendment by the Cable Park, the LEEDC, and the Town.
- (i) **Severability.** The provisions of this Sixth Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Sixth Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Sixth Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Sixth Amendment.

IN WITNESS WHEREOF, the parties have signed below as of the day and year first above written.

TOWN:

TOWN OF LITTLE ELM, TEXAS,
a Texas home-rule municipality

By: _____
Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney



STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on the 18 day of June, 2024
by Curtis J. Cornelious, Mayor of the Town of Little Elm, Little Elm, Texas, on behalf of said
town.



Mary Jennette Espinosa
Notary Public, State of Texas



LEEDC:

**LITTLE ELM ECONOMIC
DEVELOPMENT CORPORATION**

A Texas non-profit corporation

By: _____
Ken Eaken, President

Date: June 17, 2024

STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on the 17 day of June, 2024 by Ken Eaken, President of the Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.



Mary Jennette Espinosa
Notary Public, State of Texas

CABLE PARK:

AMERICA'S CABLE PARK GROUP, LLC

A Texas limited liability company

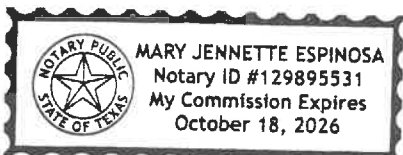
Chad Lacerte
Printed Name: Chad Lacerte
Title: Owner
Date: June 4, 2024

STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on the 4 day of June, 2024 by Chad Lacerte, owner of America's Cable Park, a Texas limited liability company on behalf of said Texas company.



Mary Jennette Espinosa
Notary Public, State of Texas