

EXHIBIT

"A"

LEASE ESTOPPEL CERTIFICATE AND AGREEMENT

This Lease Estoppel Certificate and Agreement (the "Agreement") is entered into effective as of April ____, 2022 (the "Effective Date"), by and among **ZIONS BANCORPORATION, N.A. DBA AMEGY BANK** (the "Lender"), **CITY OF ROUND ROCK, TEXAS** (the "Owner") and **ROUND ROCK BASEBALL CLUB LP**, a Texas limited partnership (the "Tenant").

RECITALS:

A. Owner and Tenant are parties to that certain Convention Center Complex Lease Agreement dated January 20, 1999 (the "Lease") covering that certain tract of land and all improvements situated thereon located at 3400 East Palm Valley Blvd., Round Rock, Williamson County, Texas (the "Leased Premises") and more particularly described in the Lease. A true and correct copy of the Lease is attached as **Exhibit A**.

B. Tenant has applied to Lender for a loan in the principal amount of \$16,000,000.00 (the "Loan"). The Loan is to be secured by, among other instruments, a Security Agreement executed by Tenant, covering, among other property, (i) Tenant's right, title, and interest in and to the Lease and Leased Premises, and (ii) all inventory, removable fixtures, equipment, and other assets of Tenant (collectively, the "Collateral") (the "Security Agreement").

C. Recognizing that this Agreement is a condition of the Loan, Owner and Tenant desire to confirm their understanding with Lender with respect to the Lease and the Loan.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Lender to make the Loan requested by Tenant, and for other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, Lender, Owner, and Tenant agree and covenant as follows:

1. **The Lease.** Owner and Tenant covenant and represent to Lender and to each other that, as of the Effective Date, (a) the Lease is in full force and effect without any modification or amendment as of the date hereof, except as shown in Exhibit A, (b) the Lease shall not be materially amended after the Effective Date without the prior approval of Lender, (c) there are no uncured defaults or events of default by either Owner or Tenant under the Lease and each party has fully complied with all obligations under the Lease, and (d) the Lease shall not be terminated or cancelled except as expressly provided in the Lease.

2. **Consent.** Owner hereby consents to the Security Agreement as security for the Loan. In giving such consent, Owner does not release, waive or subordinate any of Owner's rights under the Lease. Notwithstanding anything contained herein to the contrary, the Loan and the Security Agreement will, at all times, be and remain inferior and subordinate to all of the conditions, covenants, and obligations with respect to the Leased Premises or any of the other Collateral, including, without limitation, any lien rights Owner may have in the Leased Premises or the other Collateral to secure performance of Tenant's obligations under the Lease or any ownership rights Owner may have with respect to the Leased Premise or the other Collateral termination or expiration of the Lease.

3. **Notice and Opportunity to Cure Tenant's Default.** Owner shall furnish to Lender copies of all default notices which Tenant is entitled to receive under the Lease. Furthermore, Owner shall not terminate the Lease if Lender, at its option, at any time within 30 days after the giving of such notice of default, pays any of the sums of money stipulated to be paid by Tenant or does any other act or

thing required of Tenant under the terms of the Lease; *provided, however*, those events of default which, by their nature, are not reasonably susceptible of being cured by Lender (e.g., the bankruptcy of Tenant) shall not constitute grounds for termination of the Lease, if Lender performs or causes to be performed all obligations thereunder reasonably capable of being performed by Lender and thereafter continues to comply with those provisions with which, by their nature, Lender can comply.

4. **Non-Disturbance.** Owner shall not disturb Lender or any person or entity that acquires Tenant's leasehold estate under the Lease at any foreclosure sale under the Security Agreement, or by deed-in-lieu thereof (each a "Successor Tenant") rights of possession to the leasehold interest in the Leased Premises in the event that a successor Tenant acquires title to all or any part of the leasehold interest coverer by the Lease pursuant to the exercise of any remedy provided for in the Security Agreement or a deed, assignment or transfer of such leasehold interest in lieu of foreclosure, so long as there is thereafter no Event of Default (as defined in Section 9.1 of the Lease) by Successor Tenant.

5. **Miscellaneous.**

A. The term "Lender," for the purpose of this Agreement, shall be deemed to include any party that acquires title to the Collateral pursuant to (i) any foreclosure sale resulting from the foreclosure of the Loan, or (ii) an assignment in lieu of foreclosure of the Loan.

B. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the maximum extent permitted by applicable law.

C. This Agreement may not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include all other genders, and either the singular or plural shall include the other.

D. Except as otherwise provided herein or required by applicable law, any notice or communication required or permitted hereunder to be given to either Debtor or Secured Party pursuant to the terms hereof shall be given in writing, sent by (i) personal delivery, or (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, or (iv) facsimile (provided that such facsimile is confirmed by expedited delivery service or by United States mail in the manner previously described), addressed to Debtor or Secured Party at the address as contained herein or to such other address as either party shall have designated by written notice, sent in accordance with this paragraph at least 30 days prior to the date of the giving of such notice. Except as provided otherwise, any such notice or communication shall be deemed to have been given and received either at the time of personal delivery, or in the case of mail, as of the date 3 business days after deposit in an official depository of the United States mail, or in the case of either delivery service or facsimile, upon receipt. To the extent actual receipt is required, rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was received shall be deemed to be receipt of the notice, demand, request or other communication sent.

E. In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for breach thereof, the prevailing party in such action or proceeding shall be entitled to recover from the non-prevailing party all

reasonable attorney's fees, costs and expenses incurred by the prevailing party as shall be plead and proven by such party and awarded by a Court of competent jurisdiction.

F. This Agreement contains the sole and entire agreement and understanding between the parties with respect to the subject matter hereof and shall supersede any and all other oral or written agreements between the parties with respect to the subject matter hereof.

G. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS AGREEMENT AND ITS CONSTRUCTION AND INTERPRETATION SHALL BE ENFORCEABLE IN WILLIAMSON COUNTY, TEXAS.

H. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, all of which will constitute one and the same agreement.

(Remainder of Page Intentionally Left Blank)

SIGNATURE PAGE TO LEASE ESTOPPEL CERTIFICATE AND AGREEMENT

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the dates of the signatures as set forth below, to be effective for all purposes, however, as of the date first above written.

LENDER:

ZIONS BANCORPORATION, N.A.
DBA AMEGY BANK

By: _____
Name: _____
Title: _____

Date Executed: _____

Address:

17602 Southwest Freeway
Sugar Land, Texas 77479
Attn.: _____

OWNER:

CITY OF ROUND ROCK, TEXAS

By: _____
Name: _____
Title: _____

Date Executed: _____

Address:

221 E. Main Street
Round Rock, Texas 78664
Attn.: City Manager

TENANT:

ROUND ROCK BASEBALL CLUB, L.P.

By: RSB Operations, LLC,
its General Partner

By: Ryan Sanders Baseball, L.P.,
its Sole Member

By: Ryan Sanders Baseball GP,
LLC, its General Partner

By: _____
Reid Ryan,
Chief Executive Officer

Address:

3400 E. Palm Valley Blvd.
Round Rock, Texas 78665
Attn: Reid Ryan

EXHIBIT A

Lease Agreement

[Attach Convention Center Lease Agreement and all amendments]