

EXHIBIT

"A"

ONSITE PUBLIC IMPROVEMENT AGREEMENT

This **ONSITE PUBLIC IMPROVEMENT AGREEMENT** (this "Agreement") is made and entered into as of the ____ day of _____, 2018 (the "Effective Date"), by and among KR Acquisitions, LLC, a Delaware limited liability company (hereinafter referred to as "Kalahari"), the Round Rock Transportation and Economic Development Corporation, a Type-B corporation established pursuant to the authority of Chapter 501 of the Texas Local Government Code (hereinafter referred to as "TEDCO"), and the City of Round Rock, Texas, a Texas home rule municipality (hereinafter referred to as the "City"), (and collectively, the "Parties"), upon the terms and conditions set forth herein.

WHEREAS, the City is the owner of certain real property located in Williamson County, Round Rock, Texas;

WHEREAS, Kalahari, an affiliate of Kalahari, the City, and TEDCO entered into a Master Development Agreement dated December 15, 2016, whereby the Parties contemplated the development of the Kalahari Resort and Indoor Water Park and Convention Center ("Convention Center"), and certain infrastructure related thereto (all collectively, the "Project");

WHEREAS, the City and TEDCO determined as part of the Master Development Agreement that it is in the best interest of the public to construct certain onsite public infrastructure, as defined and described in the Master Development Agreement, and as described specifically herein, ("Onsite Public Improvements") in conjunction with the Project;

WHEREAS, Kalahari is willing to advance the funds for the design, testing, and construction of the Onsite Public Improvements, subject to the reimbursement by TEDCO, and TEDCO is willing to pay Kalahari for such design, testing, and construction of the Onsite Public Improvements, all as described herein;

WHEREAS, in order to evidence the Parties' agreement, Kalahari, City, and TEDCO are entering into this Agreement to articulate and memorialize certain covenants and agreements regarding the construction that will serve and benefit the Project, including but not limited to public access to the Convention Center,

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Onsite Public Improvements. The Onsite Public Improvements are more particularly defined in §§ 2.01 and 6.02(a) of the Master Development and as generally set forth in Exhibit "A" which is attached hereto and fully incorporated herein by reference. Kalahari shall cause the Onsite Public Improvements to be constructed in accordance with applicable law, including building codes, ordinances, and regulations applicable to the work ("Applicable Law"), and the plans and specifications ("Plans") as designed by registered engineer, Half and Associates, Inc. ("Engineer") as such Plans are approved by the City, the County, and/or any other applicable authority having jurisdiction therefor. Without limiting the generality of the

foregoing, Applicable Law includes Chapter 36 of the Round Rock Code of Ordinances and the Design and Construction Standards adopted by the City.

2. Permitting. Kalahari will obtain all necessary permits and approvals from governmental entities having jurisdiction over the Onsite Public Improvements. TEDCO and the City agree to use reasonable efforts to assist Kalahari in obtaining such permits and approvals.

3. Construction of Onsite Public Improvements. During construction, the City shall have the right to review all documents, maps, plats and records, photographs, reports, and drawings affecting the construction and to inspect the work in progress, provided that in conducting such inspections, the City shall not interfere with the progress of the work, except as necessary to ensure that the Applicable Law is complied with. In accordance with Applicable Law, the City shall inspect the Onsite Public Improvements, and any deficiencies noted by City shall be brought to the attention of Kalahari and corrected prior to final acceptance of the work by the City.

4. Kalahari to Complete Work. Once Kalahari causes construction of the work to commence, Kalahari shall continue to diligently prosecute the construction of and Complete (as hereinafter defined) all of the work at Kalahari's cost in a commercially reasonable timeframe. For purposes of this Agreement, the work shall be deemed to be "Complete" or "Completed" when (a) Kalahari has delivered to TEDCO and City written certification from the Engineer that the work has been constructed substantially in accordance with the Plans, (b) Kalahari has delivered to TEDCO written evidence issued by the City and/or County that the Onsite Public Improvements have been accepted by the appropriate agency of the City and/or County as applicable, and (c) Kalahari has received and recorded and delivered to TEDCO a copy of a final unconditional lien waiver executed by the contractor and subcontractors or a copy of the contractor's payment bond and consent of surety to final payment, reflecting that all work has been performed.

5. Contribution by TEDCO. Upon Completion of the Onsite Public Improvements in accordance with the requirements set forth herein, TEDCO will thereafter become obligated to pay to Kalahari the sum of Fifteen Million Dollars (\$15,000,000.00) (the "Onsite Improvement Contribution"). The Onsite Improvement Contribution will be paid by TEDCO within thirty (30) days following such Completion.

6. Warranty. Kalahari shall provide the warranty and maintenance as required by §36.208 of the Round Rock Code of Ordinances, as amended.

7. Notices. All notices required hereunder shall be in writing and served by a professional delivery service, overnight courier service or certified mail, return receipt requested, postage prepaid at the addresses set forth below (provided that any party hereto shall have the right to change such address by written notice to the other parties) and such notice(s) shall be deemed received when it is deposited with such service or the United States Postal Service (as applicable):

Kalahari's Address: KR Acquisitions, LLC
P.O. Box 590
1305 Kalahari Drive
Wisconsin Dells, WI 53965
Attn: Ralph Gundrum

With a copy to: Sara McEown
Jackson Walker, LLP
1401 McKinney St. Suite 1900
Houston, TX 77010

TEDCO's Address: 221 E. Main Street
Round Rock, TX 78664
Attn: Laurie Hadley

With a copy to: Sheets & Crossfield
309 Main Street
Round Rock, TX 78664
Attn: Stephan L. Sheets

City's Address: 221 E. Main Street
Round Rock, TX 78664
Attn: Laurie Hadley

With a copy to: Sheets & Crossfield
309 Main Street
Round Rock, TX 78664
Attn: Stephan L. Sheets

8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable law, then such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable, and if no such modification will render it legal, valid and enforceable, then this Agreement will be construed as if not containing the provision held to be invalid, and the rights and obligations of the Parties will be construed and enforced accordingly.

9. Binding Effect. This Agreement and the terms, covenants and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of any of the Parties hereto.

10. Entire Agreement. This Agreement, together with the exhibits referenced herein, contains the entire understanding between the Parties with respect to the subject matter of this Agreement, and there are no other agreements, oral or written, between the Parties regarding the subject matter of this Agreement. All of the exhibits attached to this Agreement are incorporated herein, and made a part of, this Agreement. This Agreement can be amended or terminated only by written agreement signed by the Parties hereto.

11. No Partnership or Agency. This Agreement is not intended, and nothing herein shall be construed, to make the Parties partners, co-tenants or joint venturers with each other, unless otherwise expressly provided for herein.

12. Attorneys' Fees. If any party defaults in the performance of its obligations hereunder, the non-defaulting party shall be entitled to recover from the defaulting party its reasonable attorneys' fees, expenses and costs of court in enforcing the obligations of the defaulting party, in accordance with Section 271.153 of the Texas Local Government Code.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Williamson County.

14. Counterparts. This Agreement may be executed in multiple counterparts, the legal affect of which will be the same as if all Parties hereto had signed a single instrument.

DATED AND EFFECTIVE as of the Effective Date first written above.

KR ACQUISITIONS, LLC

By: _____
Todd Nelson, President

**ROUND ROCK TRANSPORTATION AND ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Craig Morgan, President

APPROVED as to form:

Stephan L. Sheets, Corporation Attorney

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

APPROVED as to form:

Stephan L. Sheets, Corporation Attorney

[Signature Page to Onsite Public Improvement Agreement]

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EXHIBIT A

General Depiction of Onsite Improvements

[SEE ATTACHED]

