

EXHIBIT

"A"

SECOND AMENDMENT TO GROUND LEASE AGREEMENT

This SECOND AMENDMENT TO GROUND LEASE AGREEMENT (this "**Amendment**") is made and entered into as of _____, 2018 (the "**Effective Date**"), between CITY OF ROUND ROCK, TEXAS, a home rule city and municipal corporation (the "**City**"), and KR CC, INC., a Delaware corporation ("**Tenant**").

RECITALS

A. The City and Tenant entered into that certain Ground Lease Agreement, dated as of December 20, 2016 and that certain First Amendment to Ground Lease, dated as of February 1, 2017 (together, the "**Ground Lease**"), pursuant to which the City leases to Tenant, and Tenant leases from the City the real property described at Exhibit A-2 therein (the "**Leased Premises**"); and

B. Pursuant to the Ground Lease, the City and Tenant desire to amend the Ground Lease to (i) exclude certain real property consisting of approximately 9.518 acres of land and known as the "**Convention Center Lot**" created as a separate parcel of land as Lot 2, Block "C", Final Plat of Kalahari Resort and Replat of Bertil Telander Subdivision as described and depicted on Exhibit A attached hereto from the Leased Premises; (ii) re-define the "Interest Rate" as defined in the Ground Lease as defined in Section 1 of the Ground Lease; and (iii) clarify that Tenant shall be responsible for all maintenance and repairs required for the wastewater line which extends from and serves the Convention Center Parcel (the "**Wastewater Line**").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. Terms utilized but not defined herein shall have the meanings set forth in the Ground Lease.

2. Exclusion of Convention Center Lot. The Ground Lease is hereby amended such that the Convention Center Lot is excluded from the Leased Premises.

3. Revised Leased Premises. The Ground Lease is hereby amended such that the current Exhibit A-2 - Leased Premises of the Ground Lease, shall be deleted in its entirety and replaced with the Exhibit A-2 - Leased Premises, attached hereto as Exhibit B.

4. Definitions. The following definitions in Section 1 of the Ground Lease are amended and restated in their entirety as set forth below:

"**Interest Rate**" means the annual LIBOR Rate quoted by U.S. Bank National Association from Reuters Screen LIBOR01 Page or any successor thereto, plus one percent (1%). All interest to be paid pursuant to this Agreement shall be compounded annually.

5. Maintenance and Repairs of Wastewater Line. Section 4.3 of the Ground Lease is amended and restated in its entirety as follows:

“4.3 Maintenance and Repairs. During the Term of this Lease, Tenant shall maintain the Property and the Leased Premises at Tenant’s own expense, and Tenant shall keep the Leased Premises in good condition and repair. Landlord shall not be required to maintain or repair any portion of the Leased Premises or any improvements located thereon. Tenant further acknowledges and agrees that Tenant shall be solely responsible at Tenant’s own expense for maintaining and repairing the wastewater line which extends from and serves the Convention Center Parcel, even if the City in the future no longer owns the Convention Center Parcel.”

6. Ratification. Except as amended hereby, the Ground Lease is hereby ratified and remains in full force and effect.

7. Governing Law. This Amendment and the Ground Lease are governed by laws of the State of Texas.

(Signatures appear on following pages)

IN WITNESS WHEREOF, the City and Tenant have entered in this Amendment as of the day and year first above written.

CITY:

CITY OF ROUND ROCK, TEXAS

a home rule city and municipal corporation

By: _____
Craig Morgan, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2018, by Craig Morgan, as Mayor of the CITY OF ROUND ROCK, TEXAS, a home rule city and municipal corporation.

Notary Public
State of Texas
My Commission: _____

KR CC, INC.
a Delaware corporation

ACKNOWLEDGMENT

This instrument was acknowledged before me on the __ day of _____, 2018,
by Todd Nelson, as President of KR CC, INC., a Delaware corporation.

Notary Public
State of Wisconsin
My Commission: _____

Exhibit A

Description and Depiction of Convention Center Lot

Lot 2, Block "C", Final Plat of Kalahari Resort and Replat of Bertil Telander Subdivision, recorded _____ as Document Number _____ in the office of the Clerk of Williamson County, Texas.

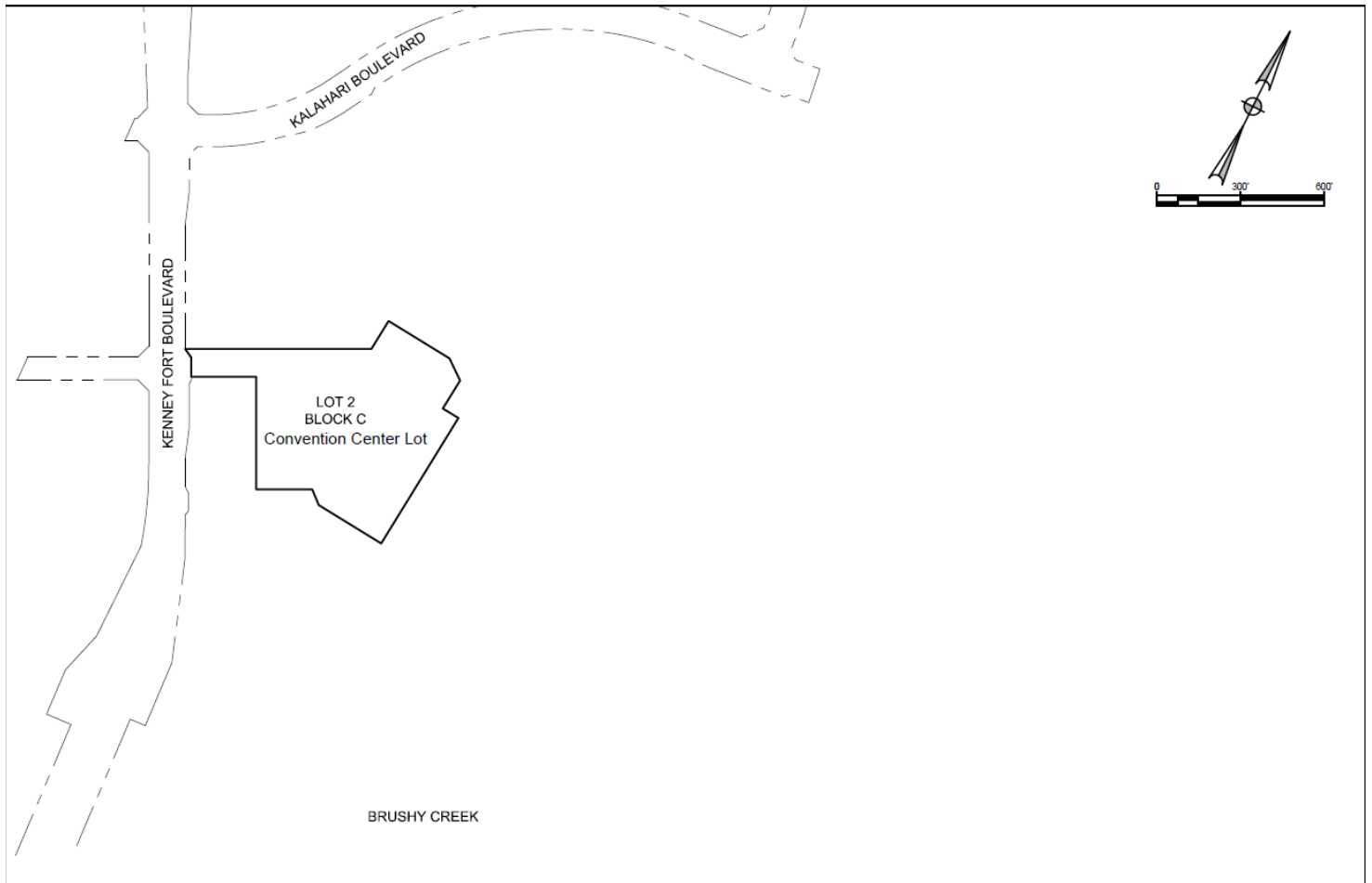


Exhibit A to Second Amendment to Ground Lease