

**FIFTH AMENDMENT TO CITY OF BRYAN AND
INFINITY SPORTS ENTERTAINMENT, LLC
EXCLUSIVE FACILITY USE AGREEMENT**

THIS FIFTH AMENDMENT TO THE EXCLUSIVE FACILITY USE AGREEMENT, is entered into by and between the City of Bryan, a municipal corporation of the County of Brazos, State of Texas ("City"), and Infinity Sports Entertainment, LLC, a Texas limited liability company ("Infinity"), (collectively the "Parties"), for the use of the City's Travis Major Baseball Field located at the Travis Athletic Complex ("Facility").

WHEREAS, the City is the owner of the Facility, which is comprised of a baseball field, partially covered stadium seating, concession booths, restrooms and maintenance facilities, parking facilities and other facilities, and equipment and fixtures commonly related to municipal baseball field uses and activities; and

WHEREAS, Infinity hosts a collegiate baseball team to play in the Texas Collegiate League ("TCL"), a league comprised of collegiate level and caliber players, as well as various other sports and entertainment related uses at the Facility; and

WHEREAS, the City granted Infinity exclusive use of the Facility and the City determined the intended activities to be conducted at the Facility would be conducive to its then current use and would foster economic development and other opportunities for the benefit of the residents of the City; and

WHEREAS, the Parties entered into the original City of Bryan and Infinity Sports Entertainment Exclusive Facility Use Agreement ("Agreement") on August 23, 2006, and have subsequently agreed to four (4) previous amendments; and

WHEREAS, the Parties determined there is a need to amend the Agreement again to account for the impact of the COVID-19 pandemic; and

WHEREFORE PREMISES CONSIDERED, the Parties hereto mutually agree as follows:

A. CONTINUATION OF TERMS

Except as expressly modified herein, all terms and conditions of the Agreement, as amended and restated in the Fourth Amendment executed and effective as of January 10, 2017, remain in full force and effect. All terms defined in the Agreement shall have the same meaning when used herein, except when expressly modified.

B. DELAYED PAYMENT

City agrees to defer Infinity's September 15, 2020, installment payment of twenty-seven thousand eight hundred thirty-six dollars (\$27,836.00), due and owing to City under the provisions of Section 22.C. (Infinity Obligations) of this Agreement, until the earlier of:

- (i) September 15, 2025; or
- (ii) thirty (30) days after notice of termination for convenience by City in accordance with Section 20 (Termination) of this Agreement; or

(iii) upon early termination for cause by either party in accordance with the provisions of Section 20 (Termination) of this Agreement.

The Parties agree that Infinity's payment obligations under Section 22.C. (Infinity Obligations), as amended herein, shall survive termination of this Agreement.

EXECUTED to be effective on the 13th day of May, 2021.

CITY OF BRYAN, TEXAS

INFINITY SPORTS ENTERTAINMENT, LLC

By: Andrew Nelson
Andrew Nelson, Mayor

By: [Signature]
Uri Geva, President

Date: May 13, 2021, 2021

Date: April 29, 2021

ATTEST:

Christina Cabrera



for Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Thomas Leeper

Thomas A. Leeper, First Assistant City Attorney