

**SECOND AMENDMENT TO GROUND LEASE AGREEMENT**

This Second Amendment to Ground Lease Agreement (“Second Amendment”) is made and entered into effective as of October 8, 2024, by and between the City of Bryan, Texas a/k/a Landlord and SMBG BRYAN, LLC a/k/a Tenant.

**WHEREAS**, the Parties entered into the Ground Lease Agreement on November 15, 2022, and subsequently amended it on July 13, 2023; and

**WHEREAS**, a delay in the Project completion was caused by a number of factors, including the alignment of construction schedules with the design and construction of the adjacent boardwalk component; and

**WHEREAS**, the Parties have determined that it is in their collective best interest to revise the Lease to account for such delays and have agreed to modify the Lease as set forth herein.

**WHEREFORE PREMISES CONSIDERED:**

1. The provisions, requirements, and conditions of the Lease, as modified by the First Amendment, remain in full force and effect except as expressly modified herein. Except as expressly modified herein, the Defined Terms in the Lease, as amended by the First Amendment, shall have the same meaning when used herein.
2. Section 6.2 “Rent” is modified by replacing the table in subsection (a) with the following

Lease year	Rent
Years 1-3	\$1
Year 4	\$58,333
Year 5	\$116,666
Year 6	\$175,000
Years 7-30	One percent (1%) escalation, annually
Renewal terms	To be negotiated at time of Renewal Notice, but no later than six (6) months prior to the beginning of each Renewal Term

3. The body of Section 8.2 Required Sports/Recreation Features is deleted and replaced with the following subsections
  - 8.2.1. Tenant shall provide a minimum of twenty-four (24) bowling lanes.
  - 8.2.2. Tenant shall provide four (4) indoor climate-controlled pickleball courts, two (2) outdoor covered pickleball courts, and one (1) uncovered outdoor pickleball court, on plans approved in writing by the City.
  - 8.2.3. Tenant shall include an amphitheater with i) stage area of an appropriate size to host bands and live entertainment; ii) an audience lawn area of approximately 20,000 square feet; iii) yard games such as cornhole, stacking blocks, bocce ball, and/or shuffleboard; iv) a small playground; v) restrooms; and vi) an outdoor cantina capable of providing food and beverages for outdoor patrons.
4. Section 8.3 “Intentionally deleted” is removed and replaced with “Tenant is required to incur and pay at least thirty-seven million dollars (\$37,000,000) in Total Project Costs.

5. Section 8.4.1 is amended to replace “November 1, 2023” with “December 28, 2023”.
6. Section 8.4.3 is amended to replace “November 15, 2023” with “January 15, 2024”.
7. In Section 9.1.1 the reference to “Nineteen Million and no/100 Dollars (\$19,000,000.00)” is replaced with “Twenty-Four Million and no/100 Dollars (\$24,000,000.00)”.
8. Appendix A to the Lease, as modified by the First Amendment, the Glossary of Defined Terms, is amended to change the definition for “Substantial Completion Deadline” by replacing “December 31, 2024” with “September 1, 2025”.

**Executed to be effective as of the date above written, when executed by all parties.**

**LANDLORD  
CITY OF BRYAN, TEXAS**

\_\_\_\_\_  
Bobby Gutierrez, Mayor

ATTEST

\_\_\_\_\_  
Melissa Brunner, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Thomas A. Leeper, City Attorney

**TENANT  
SMBG BRYAN, LLC**

\_\_\_\_\_  
Mark Schulman, Manager

APPROVED AS TO FORM AND CONTENT as required by section A(3)(b) of the Landlord’s Consent to Builders’ and Mechanic’s Lien Contract

Bartlett Cock General Contractors, LLC  
Lender as defined by Landlords’ Consent to  
Builder’s and Mechanic’s Lien Contract

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[NAME NAME], [TITLE]