

**FIRST AMENDMENT
TO THE
MANAGEMENT AGREEMENT**

This First Amendment ("Amendment") to the Management Agreement between Collin County, Texas ("County") and Young Men's Christian Association of Metropolitan Dallas ("Operator").

WHEREAS, the County and the Operator entered into that certain Management Agreement dated on or about December 9, 2002 ("Agreement"); and

WHEREAS, pursuant to Section 3 of the Agreement, the Operator gave written notice to the County of its intention to terminate the Agreement; and

WHEREAS, in response to the receipt of such notice, the parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitations, including the rights and obligations set forth in the Agreement, the parties hereto agree as follows:

1. Section 10, subparagraph (b) of the Agreement is amended to provide as follows:

(b) County Repair Obligations. Upon receipt of notice from the Operator, the County shall at the County's own cost and expense:

- (i) correct any latent or other defects in the construction of the Youth Camp, including any structural repairs (as opposed to ordinary repair, maintenance, and replacement expected with the construction materials and equipment installed in the Youth Camp in light of their specification); and
- (ii) repair and replace any roof, foundation, structural member(s) of any exterior wall of any building (except plate glass, windows, doors, door closure devices and other exterior openings, window and door frames, moldings, locks, associated hardware therewith), water well, HVAC system, plumbing (except plumbing within the interior of the buildings), pool, pool equipment, pool deck, waste water treatment and management system, roads, parking lots, trails, dock and lake located on the Property; provided, however such repair and/or replacement of such item exceeds \$25,000. The determination of what constitutes item of repair or replacement and whether the item of repair or replacement exceeds \$25,000 shall be determined by the County and Operator using common sense and reasonable judgment.

2. Section 10, subparagraph (c) of the Agreement is amended to provide as follows:

(c) Operation: Good Repair. Operator shall at its own cost and expense:

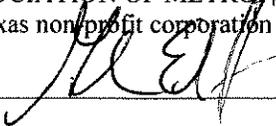
- (i) operate the Youth Camp consistent with the operation of similar youth camp grounds in the State of Texas and only in accordance with the Permitted Uses; and
- (ii) except to the extent of the County's repair and replacement obligations as set forth in this Agreement:
 - (A) keep and maintain the Youth Camp and Property in conformity with the Laws applicable to the Youth Camp and the Property, and in conformity with such standards as are customarily employed by similar operators managing similar facilities; and

- (B) make or cause to be made all necessary repairs, maintenance and replacements, whether ordinary and extraordinary, to keep the Youth Camp, the Property, and all improvements thereon in good, neat, clean and operable condition; and
- (C) to keep the Youth Camp and Property from suffering waste or nuisance; it being the express intent of the County and Operator that Operator shall maintain the Youth Camp and the Property in a clean, orderly and safe condition as an operating expense of Operator, and except as set forth herein, the County is not obligated under this Agreement or otherwise to make any repairs to or maintain the Youth Camp and Property.
3. A new subparagraph (g) to Section 10 of the Agreement is added to the Agreement, which provides as follows:
- (g) Major Repair and Replacement Expenditures. The Operator shall spend at least five percent (5%) of the gross revenues derived from operation of the Youth Camp and Property each year on the repair, maintenance and replacement obligations set forth in Section 10, subparagraph (c) of the Agreement. For purposes of this subparagraph, the expenditures and payments made by the Operator during the year for repair and maintenance consumables, day to day routine maintenance items, supplies, filters, maintenance contracts and warranty payments relating to the Youth Camp and Property shall not be eligible for use by Operator in meeting Operator's annual obligation under this subparagraph. The determination of whether an expenditure or payment made by the Operator is eligible for inclusion as an expenditure for repair, maintenance and replacement expenditures meeting the 5% of gross revenues test shall be determined by the County and Operator using common sense and reasonable judgment.
4. Effective upon execution of this Agreement by both parties, the Operator rescinds and cancels its notice of termination of the Agreement.
5. This Amendment shall be effective upon execution by the parties. Except as and to the extent set forth in this Amendment, the Agreement is and remains unmodified and in full force and effect as originally entered into and is hereby ratified and confirmed in all respects.

Effective as of the date last executed by the parties.

OPERATOR:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF METROPOLITAN DALLAS
A Texas non-profit corporation

By: 

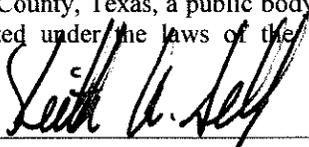
Name: Gordon Echtenkamp

Title: President & CEO

Date: November 10, 2014

COUNTY:

COLLIN COUNTY, TEXAS
By: Collin County Commissioners Court,
Collin County, Texas, a public body, politic
organized under the laws of the State of
Texas

By: 

Name: Keith Self

Title: County Judge

Date: 11/11/14