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April 10, 2025

Jeff Buch
c/o A. Boone Almanza
Almanza, Blackburn, Dickie & Mitchell LLP
2301 S. Capital of Texas Highway, Bldg. H,
Austin, Texas 78746

Via email: Balmanza@abdmllaw.com

Via certified mail

Re: Notice of Termination of Lease Agreement and Property Management Services
Agreement for the Eanes Independent School District Westlake Athletic Center for Cause

Dear Mr. Buch:

As you know, I represent Eanes Independent School District (“Eanes ISD” or the “District”) regarding the Lease and Property Management Services Agreement (the “Agreement”) with Westlake Athletic Center, LLC (“WAC”) for the Westlake Athletic & Community Center (the “Facility”).

THIS LETTER SERVES AS NOTICE OF TERMINATION OF THE AGREEMENT.

This letter shall serve as formal written notice of the District’s termination of the entire lease and property management services Agreement effective January 5, 2026 (270 days after the date of this notice), pursuant to Section 3.01(b) of the Agreement. This notice of termination shall apply to all portions of the property and all obligations under the Agreement.

In accordance with Section 3.01(b), the District has determined that the Facility is needed for educational uses, other than athletic, sports, or other school-related extracurricular uses or activities that have recently arisen. Namely, the District needs to utilize the Facility to house its new Center for Health and Physical Studies to provide health sciences and sports medicine instruction for Westlake High School students. The facility will be used for classes and clinics during the school day. In accordance with the terms and conditions of the Agreement, the District is authorized to terminate the lease and relieve itself of all obligations therein 270 days after providing WAC written notice of the decision to terminate the Agreement.

In accordance with Section 3.01(b), the District retains the right use the Facility and all improvements therein throughout the remainder of the term and will retain all interests, rights, and ownership of the Facility thereafter. As a result of the termination, WAC has 270 days to terminate any contracts with



subcontractors or vendors. However, WAC must continue to perform all maintenance, repairs, and operations for the Facility at no cost to the District through the effective termination date (January 5, 2026). WAC also remains responsible for payment of all utilities for the Facility and for payment of all yearly and quarterly rental payments to the District. Further, WAC remains bound by the terms and conditions of the Agreement through the effective termination date (January 5, 2026). On or before the effective termination date (January 5, 2026), in accordance with Sections 3.01(d) and 5.07, WAC must transfer title and ownership to and of all improvements to the District, free and clear of any debts or liens, without any payment by the District. WAC shall execute any and all reasonable documents to reflect the District's ownership and title, free and clear of any debts or liens, in form and substance reasonably acceptable to the District.

Termination of the Agreement does not relieve WAC from any financial obligations or other responsibilities incurred prior to the effective date of termination. The District reserves all rights under the Agreement. If you have any questions or concerns regarding this matter, please contact Holly McIntush at (512) 615-2351 or hmcintush@thompsonhorton.com as soon as possible.

Very truly yours,

A handwritten signature in blue ink that reads 'Holly McIntush'.

Holly McIntush

THOMPSON & HORTON LLP

HGM/ka
Enclosures

Cc: Dr. Jeff Arnett, via email: jarnett@eanesisd.net
Audrey Hipp, via email: ahipp@eanesisd.net
Chris Scott, via email: cscott@eanesisd.net
James Spradley, via email: james spradley@eanesisd.net