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January 7, 2026

Mr. Jeff Buch
WAC, LLC
c/o Breck Harrison¹
Jackson Walker, LLP
100 Congress Avenue, Suite 1100
Austin, Texas 78701

Via email: bharrison@jw.com

Dear Mr. Buch:

I am writing on behalf of Eanes Independent School District (“Eanes ISD”) to request that WAC, LLC execute any and all reasonable documents to reflect that ownership and title of the Westlake Athletic and Community Center has transferred to Eanes ISD in accordance with the plain terms of the Ground Lease.

Under Section 5.07 of the ground lease executed on September 10, 2014, WAC, LLC retained “all ownership and title rights to the Improvements² until the expiration of the tenth (10th) year following the Commencement Date. Upon the expiration of the tenth (10th) year following the Commencement Date, ownership and title rights to the Improvements shall automatically transfer to Lessor, free and clear of any debts or liens, without any payment by Lessor to Lessee[.] Upon transfer of ownership of the Improvements to Lessor, Lessee shall, upon request by Lessor, execute any and all reasonable documents to reflect such ownership and title of Lessor as required by Lessor, free and clear of any debts or liens, and in form and substance reasonably acceptable to Lessor.”

Section 1.01 of the Ground Lease defines the Commencement Date as “the earlier of (i) the date in which the Improvements, as defined in Section 1.06, are substantially complete and the Lessee commences operations; or (ii) that date which is three (3) years following the Effective Date.” WAC, LLC commenced operations on December 12, 2015. Therefore, in accordance with Section 5.07 of the Ground

¹ While the transfer of ownership is not related to or impacted by the current litigation between our clients, I am sending this request through your office because WAC, LLC’s prior attorney requested that all correspondence regarding the WACC or WAQUA contracts be directed to him. Please let me know if future correspondence regarding this issue should be sent to someone else.

² Under Section 1.06 of the Ground Lease, “Improvements” mean as the context implies, a multipurpose indoor athletic center, which shall include, without limitation, court facilities, a turf field, storage, and related areas; as well as all access and related facilities to be constructed by Lessee, in accordance with the terms and provisions of this Lease. The Improvements shall be named the Westlake Athletic and Community Center.”



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Lease, as of December 13, 2025, ownership and title rights automatically transferred to Eanes Independent School District.

Please prepare, execute, and provide the appropriate documentation, as required by the Ground Lease.

Very truly yours,

THOMPSON & HORTON LLP

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

Holly McIntush

HGM/ka