

**FIRST AMENDMENT TO
NFL CLUB STADIUM LEASE**

THIS FIRST AMENDMENT TO NFL CLUB STADIUM LEASE (this "Amendment") is made and entered into effective as of December 1, 2014 (the "Effective Date") by and between **HARRIS COUNTY SPORTS & CONVENTION CORPORATION**, ("Landlord"), a local government corporation organized under the laws of the State of Texas, and **HOUSTON NFL HOLDINGS, L.P.** ("Tenant"), a Delaware limited partnership.

RECITALS

A. Tenant leases the Stadium from Landlord pursuant to the NFL Club Stadium Lease by and between Landlord and Tenant dated as of May 17, 2001 (the "Stadium Lease").

B. The Harris County-Houston Sports Authority (the "Sports Authority") has previously issued bonds to, among other things, fund construction and development of the Stadium.

C. The Sports Authority intends to restructure its outstanding indebtedness and issue refunding bonds in order to, among other things, refund certain of its outstanding obligations associated with the Stadium.

D. In connection with the issuance of such refunding bonds, the Parties have determined that it is necessary to amend certain Principal Project Documents, including the Stadium Lease.

AGREEMENTS

In addition to the amendments to the Principal Project Documents, including the Stadium Lease, made in the Amended and Restated Funding Agreement dated as of December 1, 2014 (the "Funding Agreement"), for and in consideration of the respective covenants and agreements of the Parties herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given to that term in the Stadium Lease.

2. **Amendment to Stadium Lease.**

(a) All references to "Additional Guaranteed Payment(s)" in the Stadium Lease are hereby deleted. Appendix I to the Stadium Lease is hereby deleted in its entirety.

(b) Section 4.1.2.1 is hereby amended and restated in its entirety as follows:

4.1.2.1 General. Tenant shall pay the Guaranteed Payment for each Lease Year of the Lease Term in advance and in accordance with

Section 4.3, commencing on April 15, 2002 and continuing on the same day of each calendar year thereafter until and including April 15, 2014; thereafter, Tenant shall pay the Guaranteed Payment for each Lease Year of the Lease Term in accordance with Section 4.3, commencing on August 1, 2015 and continuing on the same day of each calendar year thereafter until and including August 1, 2031 (each such date a "Guaranteed Payment Date"). The Guaranteed Payment for any Stub Period at the end of the Lease Term shall be paid at the beginning of the Stub Period and pro-rated based upon the actual number of days involved and paid by Tenant at the beginning of the Stub Period."

For the avoidance of doubt, Tenant shall have no further responsibility for the payment of any Additional Guaranteed Payments.

(c) Section 21.7.1 is hereby amended and restated as follows:

"**21.7.1** **Trustee.** During the Bond Period, if any Party delivers any notice required under Article 17 or Article 19, such Party shall also contemporaneously deliver a copy of such notice to the Trustee at 1801 Main Street, 8th Floor, Houston, TX 77002, Attention: Corporate Trust and Escrow Services, Facsimile Number: (713) 571-5010. The Trustee shall have the right at any time and from time to time to change such address for notice by giving all Parties at least five (5) days prior written notice of such change of address."

(d) Section 21.7.2 is hereby amended and restated as follows:

"**21.7.2** **NFL.** If any Party delivers any notice required under Article 17 or Article 19, such Party shall also contemporaneously deliver a copy of such notice to the NFL at 345 Park Avenue, New York, NY 10154, Attention: Jay Bauman. The NFL shall have the right at any time and from time to time to change such address for notice by giving all parties at least five (5) days prior written notice of such change of address."

(e) Section B(2) of Appendix C of the Stadium Lease is hereby amended and restated as follows:

"(2) Tenant's Address for Notices: All notices to Tenant shall be sent to:

Houston NFL Holdings, L.P.
Two NRG Park
Houston, Texas 77054-1573
Attention: President
Facsimile Number: (832) 667-2120

with copies of notice to Tenant being sent to:

Houston NFL Holdings, L.P.
Two NRG Park
Houston, Texas 77054-1573
Attention: Suzie Thomas
Facsimile Number: (832) 667-2080

and

Winstead PC
600 Travis Street
Suite 1100
Houston, Texas 77002
Attention: Denis Clive Braham
Facsimile Number: (713) 650-2400

3. Conflict; No Other Amendment. In the event any of the terms of the Stadium Lease conflict with the terms of this Amendment, the terms of this Amendment shall control. Except as amended hereby and in the Funding Agreement, all terms and conditions of the Stadium Lease shall remain in full force and effect, and Landlord and Tenant hereby ratify and confirm the Stadium Lease as amended hereby and in the Funding Agreement. The Stadium Lease, as amended herein and in the Funding Agreement and together with the other applicable Principal Project Documents, constitutes the entire agreement between the Parties and no further modification of the Stadium Lease shall be binding unless evidenced by an agreement in writing signed by both Landlord and Tenant. All references to "this Stadium Lease" shall hereafter refer to the Stadium Lease as amended by this Amendment and in the Funding Agreement.


4. Representations and Warranties. Each of the respective representations and warranties of Landlord and Tenant contained the Stadium Lease are true and correct in all material respects on and as of this date (except to the extent any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct on and as of such specified date).

5. Counterparts. This Amendment may be executed by the Parties or any Persons required to consent to the execution of this Amendment in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment. All signatures need not be on the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF, this Amendment has been executed by the Parties as of the Effective Date.

HARRIS COUNTY SPORTS & CONVENTION CORPORATION

By: 
Name: Edgardo E. Colon
Title: Chairman of the Board

HOUSTON NFL HOLDINGS, L.P.

By: RCM Sports & Leisure, L.P.,
Its general partner

By: Houston NFL Holdings GP, L.L.C.,
Its general partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Amendment has been executed by the Parties as of the Effective Date.


**HARRIS COUNTY SPORTS &
CONVENTION CORPORATION**

By: _____
Name: _____
Title: _____

HOUSTON NFL HOLDINGS, L.P.

By: RCM Sports & Leisure, L.P.,
Its general partner

By: Houston NFL Holdings GP, L.L.C.,
Its general partner


By: _____
Name: Jamey Rootes
Title: President