

**FIRST OMNIBUS AMENDMENT OF
MINUTE MAID PARK PRINCIPAL PROJECT DOCUMENTS**

THIS FIRST OMNIBUS AMENDMENT OF MINUTE MAID PARK PRINCIPAL PROJECT DOCUMENTS (this "Agreement") is made and entered into to be effective as of April 1, 2018, between HARRIS COUNTY-HOUSTON SPORTS AUTHORITY ("the Authority"), whose address is 1001 Fannin, Suite 750, Houston, Texas 77002, and HOUSTON ASTROS, LLC (f/k/a Houston McLane Company, LLC) ("Tenant"), whose address is 501 Crawford St., Houston, Texas 77002.

RECITALS:

A. The Authority, as landlord, has leased the project known as "Minute Maid Park" to Tenant, as tenant, pursuant to that certain Stadium Lease Agreement dated June 17, 1998, as amended by that certain First Amendment to Stadium Lease Agreement dated effective as of December 31, 1999, as further amended by that certain Second Amendment to Stadium Lease Agreement dated effective as of March 29, 2002 and as further amended by that certain Third Amendment to Stadium Lease Agreement dated effective as of June 11, 2002 (collectively, the "Stadium Lease").

B. In addition to the Stadium Lease, the Authority and Tenant are parties to (i) that certain Project Agreement dated as of June 17, 1998, as amended by that certain First Amendment to Project Agreement dated effective as of December 31, 1999 (collectively, the "Project Agreement"), (ii) that certain License Agreement dated effective as of June 17, 1998 (the "License Agreement"), (iii) that certain Non-Relocation Agreement dated as of June 17, 1998 (the "Non-Relocation Agreement") and (iv) that certain Stadium Lease Estoppel, Consent and Agreement dated as of November 22, 2011 (the "Lease Estoppel") (the Stadium Lease, the Project Agreement, the License Agreement, the Non-Relocation Agreement and the Lease Estoppel, each as amended from time to time, are hereby collectively referred to as the "Principal Project Documents").

C. The Authority and Tenant desire to amend the Principal Project Documents upon the terms and conditions more particularly set forth herein.

D. Except as otherwise expressly defined in this Agreement or otherwise defined herein by reference to another specified document, all capitalized terms used in this Agreement shall have the meaning ascribed to such capitalized terms in the Principal Project Documents.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and provisions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Tenant do hereby, each intending to be legally bound, agree as follows:

1. Modifications to the Stadium Lease.

(a) Section 3.2 of the Stadium Lease shall be amended and restated in its entirety as follows:

“Section 3.2 Primary Term. The primary term under this Stadium Lease (the “Primary Term”) shall (i) commence at 12:01 a.m. on the first March 30 following the date of Partial Substantial Completion (as defined in the Project Construction Contract [as defined in the Project Agreement]) and (ii) end, unless sooner terminated in accordance with the provisions of this Stadium Lease, at 11:59 p.m. on March 31, 2050.”

(b) Section 3.3 of the Stadium Lease is hereby deleted in its entirety and replaced with the phrase “Intentionally Deleted.”

(c) Section 3.4 of the Stadium Lease is hereby deleted in its entirety and replaced with the phrase “Intentionally Deleted.”

(d) Section 4.1.2.1 of the Stadium Lease shall be amended by deleting the last sentence thereof and adding the following to the end thereof in its place:

“Notwithstanding the foregoing, commencing on April 1, 2018 and for each Lease Year occurring during the Lease Term thereafter through and including the Lease Year ending on March 31, 2030, the Basic Rental shall be an amount equal to Four Million Four Hundred Thousand and No/100 Dollars (\$4,400,000) per Lease Year, payable in advance in equal semi-annual installments on each Rent Payment Date during such Lease Year. The Authority hereby directs Tenant, commencing with the semi-annual installment of Basic Rental payable by Tenant on April 1, 2018 and for each semi-annual installment of Basic Rental payable by Tenant during the Lease Term through and including the semi-annual installment of Basic Rental payable by Tenant on October 1, 2029, to pay an amount equal to Three Hundred Seventy Five Thousand and No/Dollars (\$375,000.00) from such semi-annual installment of Basic Rental directly to the ARR Fund and not to Landlord. Further, notwithstanding anything contained herein to the contrary, commencing on April 1, 2030 and for each Lease Year occurring during the Lease Term thereafter, the Basic Rental shall be an amount equal to Five Million Four Hundred Thousand and No/100 Dollars (\$5,400,000) per Lease Year, payable in equal semi-annual installments on each Rent Payment Date during such Lease Year. The Authority hereby directs Tenant, commencing with the semi-annual installment of Basic Rental payable by Tenant on April 1, 2030 and for each semi-annual installment of Basic Rental payable by Tenant for the remainder of the Lease Term, to pay an amount equal to Two Million Six Hundred Fifty Thousand and No/100 Dollars (\$2,650,000.00) from such semi-annual installment of Basic Rental directly to the ARR Fund and not to Landlord.”

(e) Section 4.1.2.2 of the Stadium Lease is hereby deleted in its entirety and replaced with the phrase “Intentionally Deleted.”

(f) Section 4.1.2.3 of the Stadium Lease is hereby deleted in its entirety and replaced with the phrase “Intentionally Deleted.”

(g) Article 5 of the Stadium Lease is hereby amended to add the following as a new Section 5.6 thereto:

“Section 5.6 Governmental Dates. Commencing on January 1, 2018, Landlord, at no cost other than those expenses to be reimbursed to Tenant as described in this Section 5.6, shall be permitted, on the terms set forth in this Section 5.6, but subject to the same other terms and conditions as are applicable to other Persons using the Leased Premises, to use (and lease out for use by others) the Leased Premises for charitable or educational purposes, public or civic ceremonies and forums and other similar civic events and purposes (including sporting events and opening ceremonies). However, such events shall not be events that are typically held for-profit and must not compete with revenue-generating events typically held at Comparable Facilities or sponsored or promoted by for-profit entities (“Authority Uses”). Landlord shall be entitled to host such events on dates reserved by Landlord, but not on more than six (6) times during each Lease Year (the “Authority Dates”). Such Authority Dates shall not be cumulative and shall expire at the end of each Lease Year if not actually utilized by Landlord during such Lease Year. In addition to the Authority Dates described above, Landlord and Tenant may, by mutual agreement, agree upon other dates for Landlord’s use of the Leased Premises.”

(h) Article 5 of the Stadium Lease is hereby amended to add the following as a new Section 5.7 thereto:

Section 5.7 Revenues and Expenses. Landlord shall be entitled to the net ticket revenues from Authority Uses and any revenues generated from the Authority Event itself, such as charity auction proceeds and table and event sponsorships, but Tenant shall be entitled to any other revenues generated at the Leased Premises in connection with the Authority Dates, including any and all ticket fees (but not ticket revenue) concessions and parking revenues. All agreements with vendors, suppliers, sponsors, ticketing agents, concessionaires and advertisers shall remain in effect with respect to all of the Authority Dates, as will all policies established by Tenant for the Leased Premises including those regarding crowd control, maintenance, ticketing, access, building operations and broadcasting *provided, however*, Landlord shall have customary event advertising privileges for Authority Events (and be entitled to

retain all revenue derived therefrom) including the use of the electric signage, display and scoreboards at the Leased Premises so long as such advertising is temporary in nature, is displayed only during the Landlord Event and does not conflict with existing advertising located at the Leased Premises; *provided, further*, that Landlord on three (3) of its six (6) Authority Dates during a Lease Year shall also have the right to turn off or cover Tenant's signage and advertising during such Landlord Events so long as such Landlord Events are private events not open to the general public and are not nationally televised on a major broadcast, cable or satellite network. Landlord shall be responsible for any and all costs associated with covering such advertising and removing such covers. In addition to the Landlord Dates described above, Landlord and Tenant may, by mutual agreement, agree upon other dates for Landlord's use of the Leased Premises. If Landlord sells or distributes tickets to the public for an Authority Event, Tenant's suite holders shall have the right to use their respective suites during such Authority Event and Tenant's Charter Seat Licensees shall have a preferential right (using Tenant's standard procedure) to purchase tickets for such Authority Event. In lieu of a fee for the use of the Leased Premises on an Authority Date, Landlord shall reimburse Tenant for the following expenses (all on a "cost" basis) attributable to the use of the Leased Premises on each Authority Date (each, an "Authority Event"):

(a) Direct costs of Tenant for set up and break down of such Authority Event, other costs directly related to or associated with an Authority Event (including ushers, security personnel, facility and systems operators, janitorial personnel and other personnel), utility expenses and clean-up of the Leased Premises following such Authority Event; and

(b) Costs incurred by Tenant for any ticket services provided in connection with such Authority Event, including ticket sales, box office and ticket takers, ticket agents or ticket brokers.

The reimbursement obligation of Landlord in this Section 5.7 shall also include charges for Tenant's administrative expenses directly related to such Authority Event and the actual costs for any reasonably necessary repairs to the Leased Premises directly related to such Authority Event including but not limited to sod replacement. Landlord shall reimburse Tenant for the foregoing expenses for Authority Events by payment of a deposit directly to Tenant at least five (5) days prior to such Authority Event in the amount estimated to be ninety percent (90%) of the reimbursable amount hereunder, with a final settlement within thirty (30) days after such Authority Event based on a detailed invoice to be provided by Tenant to Landlord within five (5) Business Days after

such Authority Event. At the final settlement, Landlord will pay to Tenant or Tenant will refund to Landlord, as the case may be, the excess or deficiency of the invoiced expenses for such Authority Event compared to the foregoing deposit. Any Dispute or Controversy over the amount of such invoiced expenses shall be resolved pursuant to the terms of Article 18 hereof, and the final settlement shall be deferred until resolution of such Dispute or Controversy. In the event that Tenant determines that the expected attendance at an Authority Event is such that it is not economically feasible for Tenant to operate food and beverage concessions at such Authority Event, Tenant agrees to permit Landlord to provide other food and beverage at the Leased Premises during such Authority Event and to retain the revenues therefrom, as long as Landlord's provision of such food and beverage does not violate any of Tenant's exclusivity agreements of which Landlord has been made aware by Tenant."

(i) Article 5 of the Stadium Lease is hereby amended to add the following as a new Section 5.8 thereto:

"Section 5.8 Scheduling. Subject to the terms of this Section 5.8, the Authority Dates shall not conflict with any Tenant event; shall be coordinated with the Tenant; and shall be scheduled on a first-come, first-served basis, subject to the schedule for Tenant events and in accordance with Tenant's general reservation policies; *provided, however*, in no event shall Tenant require Landlord to provide a deposit in excess of \$10,000 (such amount to increase by a percent equal to the CPI Fraction on a cumulative, compounding basis for each Lease Year after the Lease Year ending on March 30, 2019) in order to schedule an Authority Date and *provided, further*, that such deposit shall only be required if a Person is requesting that date and will be required to provide a similar or greater deposit to Tenant in order to book that date for an event; and *provided, finally*, that if a deposit is paid by Landlord under this Section 5.8 and the Authority Event for which such deposit was paid occurs, such deposit shall be credited to the deposit required under, and be governed by, the last paragraph of Section 5.7 hereof. For the avoidance of doubt, the Parties hereby agree that all Baseball Home Games shall have the highest priority to be scheduled at the Leased Premises and no Authority Event may be scheduled during any Major League Baseball Season until the dates of Scheduled Baseball Home Games are determined and scheduled, as evidenced by the official Major League Baseball schedule for the Team for that Major League Baseball Season. Notwithstanding anything contained herein to the contrary, prior to Major League Baseball releasing its schedule of Scheduled Baseball Home Games for a Major League Baseball Season but no earlier than eighteen (18) months prior to the

selected date, Landlord may request that Tenant request that Major League Baseball not schedule a Baseball Home Game or other event on one (1) selected date during the applicable Major League Baseball Season (excluding pre-season and post-season play, if any) and Tenant shall request that Major League Baseball accommodate Landlord's request. If Major League Baseball accommodates Landlord's request by not scheduling a Baseball Home Game or other event on the selected date during the applicable Major League Baseball Season (excluding pre-season and post-season play, if any), the selected date shall be held as an Authority Date. Landlord hereby acknowledges and agrees that Major League Baseball is not obligated to accommodate Landlord's request and that Major League Baseball has full and complete discretion as to whether it will accommodate Landlord's request. In no event shall Major League Baseball's failure to accommodate Landlord's request be considered a Tenant Default under this Stadium Lease or the other Principal Project Documents."

(j) Article 6 of the Stadium Lease is hereby amended to add the following as a new Section 6.12 thereto:

"Section 6.12 Parking. So long as (i) there exists parking facilities on either Parking Lot B or Parking Lot C and (ii) the stadium project located in the "EADO" area of Houston, Texas commonly known as "BBVA Compass Stadium" is used as a facility for the holding of sporting and other events open to the public, Tenant shall make the Parking Lot B and Parking Lot C parking facilities, as applicable, available during events at BBVA Compass Stadium for use by guests and invitees of BBVA Compass Stadium to park, cook and otherwise prepare and consume food and beverages (but in no event are sales or food or alcoholic beverage permitted unless such food and beverage sales are being operated by Tenant). Tenant shall manage the Parking Lot B and Parking Lot C parking facilities (at Tenant's sole cost and expense) and make such parking facilities available to the guests and invitees of BBVA Compass Stadium at rates comparable to those charged for parking in other surface parking lots located within the two city blocks around BBVA Compass Stadium during events of the type then being held at BBVA Compass Stadium. Notwithstanding anything contained in Article 18 of this Stadium Lease to the contrary, in the event a Dispute or Controversy arises as to whether Tenant is making the Parking Lot B and Parking Lot C parking facilities available to guests and invitees of BBVA Compass Stadium at rates comparable to those charged for parking in other surface parking lots located within the two city blocks around BBVA Compass Stadium during events of the type then being held at BBVA Compass Stadium, such

Dispute or Controversy shall be resolved by the County Judge of Harris County, Texas.”

(k) Article 6 of the Stadium Lease is hereby amended to add the following as new Sections 6.13 and 6.14 thereto:

“**Section 6.13 MLB Rules and Regulations.** Notwithstanding any other provision of this Stadium Lease, this Stadium Lease and any rights granted to Landlord or Tenant hereunder shall in all respects be subordinate to the MLB Rules and Regulations, subject to the terms of Section 6.14 below, and provided that the issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at Tenant’s sole cost and expense, and at no cost or liability to any MLB Entity or Landlord or to any individual or entity related thereto. The territory within which Landlord is granted rights under this Stadium Lease is limited to, and nothing herein shall be construed as conferring on Landlord rights in areas outside of, the Home Television Territory of the Houston Astros, as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Stadium Lease, except as are specifically approved in writing by the applicable MLB Entities. Tenant hereby represents and warrants to Landlord that, as of April 1, 2018, the terms of this Stadium Lease are not inconsistent with the terms of any MLB Rules and Regulations or any current interpretation thereof. Further, Tenant hereby agrees to actively oppose any future MLB Rights and Regulations and any future interpretations thereof that could reasonably be expected to be inconsistent with or contrary to the terms of this Stadium Lease or could reasonably impede or interfere with Tenant’s performance of its obligations under this Stadium Lease. The provisions of this Section 6.13 are for the benefit of Major League Baseball, Tenant and Landlord.

“**Section 16.14. Tenant’s Obligations.** Under no circumstances shall any MLB Rules and Regulations (including any future MLB Rules and Regulations) limit, release or modify Tenant’s obligations and liabilities under this Stadium Lease including Tenant’s obligation (i) to pay Basic Rental or any other financial obligation specifically set forth in this Stadium Lease, (ii) to keep and maintain insurance as required by this Stadium Lease, (iii) regarding indemnification, (iv) regarding operational standards and operation and maintenance of the Leased Premises or (v) under Section 14.8 of this Stadium Lease. Tenant agrees in any event that if compliance by it with MLB Rules and Regulations (including future MLB Rules and Regulations) results in a failure of Tenant to fulfill its

obligations under this Stadium Lease, Landlord may enforce remedies for Tenant's failure to fulfill its obligations as provided in this Stadium Lease including pursuant to Section 16.2 and Section 16.4 of this Stadium Lease.

(l) (1) The following definitions are hereby added to, or replaced and modified in, as applicable, Appendix A to the Stadium Lease:

“BOC” means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

“Commissioner” means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

“Home Television Territory” means the area within which Tenant has television and marketing rights under MLB Rules and Regulations as may be amended by MLB from time to time (but at a minimum will include at least the boundaries of the City of Houston, Texas and Harris County, Texas), which is defined as of April 1, 2018, as the States of Texas, Arkansas, Louisiana and Oklahoma, as well as the following counties in the State of New Mexico: Lea, Eddy, Chaves, Roosevelt, Curry, Dona, Ana, Quay, Union and DeBaca.

“Major League Baseball” or **“MLB”** means, depending on the context, any or all of (i) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (ii) the Major League Clubs acting collectively.

“Major League Baseball Club” or **“Major League Club”** means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

“Major League Constitution” means the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all

replacement or successor agreements that may in the future be entered into by the Major League Clubs.

“MLB Approval” means, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

“MLB Entity” means each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

“MLB Governing Documents” means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (i) the Major League Constitution, (ii) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (iii) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (iv) the Major League Rules (and all attachments thereto), (v) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (vi) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

“Major League Baseball Rules and Regulations” or **“MLB Rules and Regulations”** means (i) the MLB Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including agreements or arrangements entered into pursuant to the MLB Governing Documents, and (iii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

(m) Section 7.4 of the Stadium Lease is hereby amended by adding the following to the end thereof:

“Landlord does hereby appoint Tenant as agent for Landlord, subject to the terms of this Agreement, for the limited purpose of purchasing materials and services necessary to perform and complete all Capital Repairs.”

(n) Section 13.2 of the Stadium Lease is hereby amended to add the following as a new Section 13.2.3 thereto:

“13.2.3 Impending TxDOT Condemnation. Landlord and Tenant acknowledge the existence of a plan by the State of Texas (the “State”) to construct a new highway system located adjacent to the Leased Premises. Such plans include the State’s taking, via a Condemnation Action, all or a portion of the parking facilities that comprise a part of the Leased Premises. Notwithstanding anything contained in this Section 13.2 to the contrary, Tenant shall have the right, in the Condemnation Action specifically contemplated by this Section 13.2.3, to assert a claim for, and receive all Condemnation Awards for, the loss in value of the Leasehold Estate, including property value, and any damage to, or relocation costs of, Tenant’s business as a result of such Condemnation Action. Any such Condemnation Award (including any Landlord’s Condemnation Award as a result of such Condemnation Action) shall be used by Tenant to replace the specific loss to the Leasehold Estate, to the extent reasonably practical pursuant to the terms and conditions set forth in this Stadium Lease; *provided, however*, if the entirety of such Condemnation Award (including any Landlord’s Condemnation Award as a result of such Condemnation Action) is not used by Tenant toward Condemnation Repair Work or to pay Condemnation Expenses within twenty four (24) months after the payment of such Condemnation Award (including any Landlord’s Condemnation Award as a result of such Condemnation Action), then the unspent portion of such Condemnation Award (including any Landlord’s Condemnation Award as a result of such Condemnation Action) shall be deposited in the ARR Fund. It is anticipated that a parking garage will be needed to replace the parking lots taken as a result of the TxDOT project described above. Landlord acknowledges that the construction of a parking garage in Lot C (near BBVA Compass Stadium) is an unacceptable replacement for Tenant. Landlord agrees to use its commercially reasonable efforts in assisting Tenant in facilitating the construction of a parking garage within the area immediately surrounding the Stadium.

(o) Section 16.1.2 of the Stadium Lease is hereby amended to add the phrase “or in clauses (i) and (j) below” after the word “above” and before the closed parenthesis in the Section 16.1.2(h) thereof.

(p) Section 16.1.2 of the Stadium Lease is hereby amended to add the following as a new Section 16.1.2(i) thereto:

“(i) The failure of Landlord to keep, observe or perform any of the terms, covenants or agreements contained in that certain Letter Agreement Regarding Future Bond Financing and Refinancing Net Proceeds dated as of July 30, 2017 entered into by and among Landlord, Tenant and the other parties thereto (the “Sharing Agreement”) on Landlord’s part to be kept, observed or performed if: (i) such failure is not remedied by Landlord within thirty (30) days after notice from Tenant of such default or (ii) in the case of any such default which cannot with due diligence and good faith be cured within thirty (30) days, Landlord fails to commence to cure such default within thirty (30) days after notice from Tenant of such default or Landlord fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default with diligence and in good faith; it being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which Landlord is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith; provided further, however, that if such default is not cured within ninety (90) days after notice from Tenant of such default, (notwithstanding Landlord’s diligent prosecution of curative efforts), then such failure shall constitute an Event of Default under this Stadium Lease.”

(q) Section 16.1.2 of the Stadium Lease is hereby amended to add the following as a new Section 16.1.2(j) thereto:

“(j) The failure of Landlord to keep, observe or perform any of the terms, covenants or agreements contained in that certain First Omnibus Amendment of Minute Maid Park Principal Project Documents entered into between Landlord and Tenant (the “First Omnibus Amendment”) on Landlord’s part to be kept, observed or performed if: (i) such failure is not remedied by Landlord within thirty (30) days after notice from Tenant of such default or (ii) in the case of any such default which cannot with due diligence and good faith be cured within thirty (30) days, Landlord fails to commence to cure such default within thirty (30) days after notice from Tenant of such default or Landlord fails to prosecute diligently the cure of such default to completion within such additional period as may be

reasonably required to cure such default with diligence and in good faith; it being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which Landlord is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith; provided further, however, that if such default is not cured within ninety (90) days after notice from Tenant of such default, (notwithstanding Landlord's diligent prosecution of curative efforts), then such failure shall constitute an Event of Default under this Stadium Lease."

2. Modifications to the License Agreement.

(a) Section 4.1.1 of the License Agreement is hereby amended to add the following to the end thereof:

"Notwithstanding the foregoing, Licensor hereby directs Tenant, commencing with the Royalty Payment payable by Licensee on April 1, 2030 and for each Royalty Payment payable by Tenant during the remainder of the Primary Term, to pay the entirety of such Royalty Payments directly to the ARR Fund."

(b) Section 4.1.2 of the License Agreement is hereby deleted in its entirety and replaced with the phrase "Intentionally Deleted."

(c) Section 4.1.3 of the License Agreement is hereby deleted in its entirety and replaced with the phrase "Intentionally Deleted."

3. Modifications to the Non-Relocation Agreement.

(a) Section 4.4 of the Non-Relocation Agreement is hereby amended by substituting "150,000,000" for "\$75,000,000" in the last line of the table regarding liquidated damages due upon a violation of Section 3.1 of the Non-Relocation Agreement that occurs after July 1, 2023.

(b) The second sentence of Section 2.2.1 of the Non-Relocation Agreement is hereby deleted in its entirety and hereby replaced with the following:

Notwithstanding the foregoing, the Astros shall be entitled to play, and the foregoing covenant shall not prevent or prohibit the Astros from playing, up to the lesser of (i) five (5) or (ii) 6.2% of their Scheduled Baseball Home Games outside the Stadium during each Major League Baseball Season; provided that none of such exempt Baseball Home Games shall include any game in the opening homestand of a Major League Baseball Season (excluding any pre-season play and excluding games that may be staged outside of the United States and Canada no more often than once every ten (10) years), any game during the final four (4) weeks of a Major

League Baseball Season (excluding any post-season play), or any playoff game or game of the World Series.

4. Sports Authority Funding. The Authority and Tenant hereby acknowledge and agree that additional funding is necessary in order to maintain the Stadium in a First-Class Condition. In consideration of the hereinabove agreements of Tenant, the Authority agrees to obtain, prior to December 31, 2030, such additional funding through at least one of the following methods:

(a) Commencing on January 1, 2019, the Authority shall use commercially reasonable efforts to cause Chapter 334 of the Texas Local Government Code (the "TLGC") to be amended to (i) increase the maximum rate of the short-term motor vehicle rental tax described in Section 334.103(a) of the TLGC applicable to the Authority from five percent (5%) to five and one-half percent (5.5%), (ii) increase the maximum rate of the hotel occupancy tax described in Section 334.254(a) of the TLGC applicable to the Authority from two percent (2%) to two and one-half percent (2.5%) and (iii) increase the maximum combined hotel occupancy tax described in Section 334.254(d) of the TLGC from seventeen percent (17%) to seventeen and one-half percent (17.5%). Further, the Authority agrees to use commercially reasonable efforts to issue debt upon such terms that are reasonably acceptable to the Authority, subject to any required third-party approvals and the requirements of applicable Governmental Rules (including any requirements to hold an election under the terms of the TLGC), which debt shall be secured by the increased taxes described in this Section 4(a) of this Agreement (the "Tax Increase Debt"). In the event the Authority issues the Tax Increase Debt, then (y) the Authority shall make one-third of the net proceeds (as such term is defined in the Sharing Agreement (defined below)) of the Tax Increase Debt immediately available to Tenant in accordance with that certain Letter Agreement Regarding Future Bond Financing and Refinancing Net Proceeds dated as of July 30, 2017 entered into by and among the Authority, Tenant and the other parties thereto (the "Sharing Agreement") and (z) Tenant shall use such net proceeds only for Capital Repairs and Additional Improvements to the Stadium, subject to the terms and conditions set out in the Stadium Lease with regard to such Capital Repairs and Additional Improvements;

(b) The Authority shall use commercially reasonable efforts to issue bonds or other obligations upon such terms that are reasonably acceptable to the Authority and subject to any required third-party approvals and the requirements of applicable Governmental Rules, secured by a pledge of the Authority's hotel occupancy tax or motor vehicle rental tax existing as of April 1, 2018 (the "New Debt"). In the event the Authority issues the New Debt, then (i) the Authority shall make one-third of the net proceeds (as such term is defined in the Sharing Agreement) of the New Debt immediately available to Tenant in accordance with the Sharing Agreement and (ii) Tenant shall use such net proceeds only for Capital Repairs and Additional Improvements to the Stadium, subject to the terms and conditions set out in the Stadium Lease with regarding to such Capital Repairs and Additional Improvements.

In the event that, prior to December 31, 2030, (i) the Authority fails to obtain additional material and significant funding for Capital Repairs and/or Additional Improvements to the Stadium through the issuance of Tax Increase Debt and (ii) the Authority fails to obtain material and significant additional funding for Capital Repairs and /or Additional Improvements to the Stadium through the issuance of New Debt, then notwithstanding anything contained in the Stadium Lease

or the Sharing Agreement to the contrary, Tenant shall have the option to terminate the Stadium Lease by delivering written notice to the Authority within thirty (30) days after the occurrence of the event giving rise to Tenant's right to terminate the Stadium Lease hereunder. After such notice is given (but subject to any cure rights of the Authority set out in the Stadium Lease), the Stadium Lease and all Principal Project Documents shall terminate effective as of March 31, 2035 (except for the rights and obligations therein that expressly are to survive the termination thereof).

5. Circumvention of Sharing Agreement. If, at any time on or before December 31, 2050, so long as no Tenant Default has occurred and remains uncured under the Stadium Lease, the Authority directly or indirectly (i) enters into an agreement that allows for an additional public funding source for the facility known as NRG Stadium and/or the facility known as Toyota Center or allows for an additional public funding source for the construction of a new facility for the Houston Texans and/or Houston Rockets (provided, however, that the terms of this Section 5(i) shall not apply to any funding sources that are related to specific activities at, or specific income or revenue from, NRG Stadium or Toyota Center or any new facility for the Houston Texans and/or the Houston Rockets including, but not limited to, ticket surcharges and parking surcharges) or (ii) enters into any agreement or any amendment of any agreement with the Houston Texans or the Houston Rockets, the Authority shall provide Tenant with a copy of any and all such related contractual or funding agreements. If, after reviewing such related contractual or funding agreement(s), Tenant reasonably determines that the terms of such agreement(s) circumvents the Sharing Agreement in any manner, Tenant shall notify the Authority within forty-five (45) days of receipt of such agreement(s) by Tenant. If a determination is made that the terms of such agreement(s) circumvents the Sharing Agreement, the Stadium Lease shall be modified to incorporate similar benefits to, and obligations of, Tenant for the remainder of the Lease Term and retroactive to the date upon which the Authority entered into the applicable agreement(s) with the Houston Texas and/or Houston Rockets that are determined to so circumvent the Sharing Agreement.

6. Notices. Notwithstanding anything to the contrary contained in the Principal Project Documents, notices, consents, approvals, directions, instructions and other communications given by a Party may not be sent by telecopy or facsimile. Further, the addresses for Notices set out in Appendix B to each of the Principal Project Documents are hereby deleted in their entirety and replaced with the following, which addresses shall also be the notice addresses under this Agreement:

All notices to Landlord, Licensor or the Sports Authority shall be sent to:

Harris County-Houston Sports Authority
Partnership Tower
701 Avenida De Las Americas
Suite 450
Houston, Texas 77003
Attention: Chief Executive Officer

with copies being sent to:

Hunton Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
Attention: Mark B. Arnold

City of Houston, Texas
Office of City Attorney
900 Bagby, 4th Floor
Houston, Texas 77002
Attention: City Attorney

Harris County, Texas
Office of County Attorney
1019 Congress, 15th Floor
Houston, Texas 77002
Attention: County Attorney

All Notices to Tenant, Licensee or Houston Astros shall be sent to:

Houston Astros, LLC
Minute Maid Park
501 Crawford Street
Houston, Texas 77002
Attention: General Counsel

with copies being sent to:

Houston Astros, LLC
Minute Maid Park
501 Crawford Street
Houston, Texas 77002
Attention: President, Business Operations

7. Amendment to Principal Project Documents. The Authority and Tenant acknowledge and agree that the Principal Project Documents have not been amended or modified in any respect, other than by this Agreement. The term "Principal Project Documents" shall mean the Principal Project Documents as amended by this Agreement unless the context requires otherwise.

8. Full Force and Effect. Except as expressly amended hereby, all other items and provisions of the Principal Project Documents remain unchanged and continue to be in full force and effect.

9. Further Assurances. The Authority, upon request from Tenant, agrees to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein.

10. Conflicts. If any provision of any Principal Project Document conflicts with the provisions hereof, the provisions of this Agreement shall control.

11. Severability. In the event any one or more of the provisions contained herein should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected thereby.

12. Amendment. This Agreement may be amended, changed or modified only by an agreement in writing signed by Tenant and the Authority.

13. No Other Consents. All proceedings required to be taken by or on behalf of Tenant to authorize Tenant to execute and deliver this Agreement and to perform the covenants, obligations and agreements of Tenant hereunder have been duly taken. No consent to the execution and delivery of this Agreement by Tenant or the performance by Tenant of its covenants, obligations and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative body, Governmental Authority or other Person, including, without limitation, any Mortgagee or Major League Baseball, other than any such consent which already has been unconditionally given.

14. Successors and Assigns. The covenants, agreements, rights and options contained in this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of Tenant and the Authority and all persons claiming by, through or under any of them. Nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns and as expressly provided therein) any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

15. Entirety. THIS AGREEMENT EMBODIES THE ENTIRE AGREEMENT AND UNDERSTANDING AMONG THE AUTHORITY AND TENANT RELATING TO THE MATTERS SET FORTH THEREIN OR HEREIN AND SUPERSEDE ALL PRIOR PROPOSALS, NEGOTIATIONS, AGREEMENTS AND UNDERSTANDINGS RELATING THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

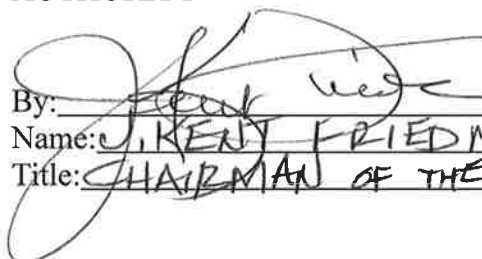
16. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when executed on behalf of any party hereto, shall be deemed an original, and all such counterparts taken together shall be deemed one and the same instrument.

17. Captions. The captions and headings used in this Agreement are for convenience of reference only and do not in any way affect, limit, amplify or otherwise modify the terms and provisions hereof.

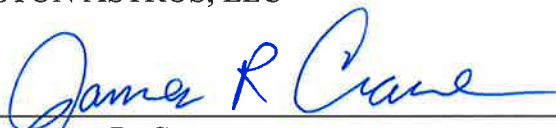
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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of April 1, 2018.

HARRIS COUNTY-HOUSTON SPORTS
AUTHORITY

By: 
Name: J. KENT FRIEDMAN
Title: CHAIRMAN OF THE BOARD

HOUSTON ASTROS, LLC

By: 
Name: James R. Crane
Title: Owner and MLB Control Person