

**FIRST AMENDMENT TO ARENA LEASE,  
SUBLEASE, LICENSE AND MANAGEMENT  
AGREEMENT**

C73814  
10-1035

**FIRST AMENDMENT TO ARENA LEASE,  
SUBLEASE, LICENSE AND MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO ARENA LEASE, SUBLEASE, LICENSE AND MANAGEMENT AGREEMENT (this "First Amendment") is made and entered into as of the 18th day of February, 2011 (the "Amendment Effective Date"), by and between HARRIS COUNTY-HOUSTON SPORTS AUTHORITY ("Landlord"), and CLUTCH CITY SPORTS AND ENTERTAINMENT, L.P. ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Rocket Ball, Ltd. ("Original Tenant") entered into that certain Arena Lease, Sublease, License and Management Agreement, dated as of December 31, 2001 (the "Arena Lease"), with respect to the lease by Original Tenant of the multipurpose sports and entertainment facility commonly known as the Toyota Center;

WHEREAS, Tenant has succeeded to all of Original Tenant's right, title and interest as tenant under the Arena Lease; and

WHEREAS, Landlord and Tenant mutually desire to amend the Arena Lease as hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be and being legally bound, do hereby agree as follows:

1. Defined Terms. All capitalized terms utilized herein and not defined herein shall have the meanings ascribed thereto in the Arena Lease.

2. NHL Team.

(a) Article 23 of the Arena Lease is hereby amended and restated in its entirety as follows:

"In the event that an NHL Team not owned or operated by Tenant or any Affiliate of Tenant desires to play its home games at the Arena, Tenant shall, subject to the approval of the Sports Authority, and subject to such NHL Team being a Creditworthy Person, negotiate to enter into a Use Agreement with such NHL Team, which Use Agreement will be consistent with the terms and conditions described on Exhibit E attached hereto and made a part hereof; provided, however, notwithstanding anything set forth herein to the contrary, Tenant shall have the right to charge such NHL Team rent (in an amount and on terms acceptable to Tenant in its sole discretion) in connection with such NHL Team's use of the Arena. The Sports Authority shall not provide to any owners or prospective owners of an NHL Team that is not an Affiliate of Tenant and that will play its home games in the Arena any advantage (determined on a net basis), economic or otherwise, including, but not limited to, monetary incentives, operating considerations, sponsorship or advertising commitments, ticket purchase commitments, or expense reimbursement, which it does not also make

available to Tenant or any Affiliate of Tenant in connection with their efforts to bring an NHL Team to the Arena.”

(b) The second paragraph under “NHL Team’s Rights/Obligations” in Exhibit E to the Arena Lease is hereby amended and restated as follows:

“Provided that the NHL Team is not owned by Tenant or any Affiliate of Tenant, Tenant may charge the NHL Team rent in connection with the NHL Team’s use of the Arena (it being understood that any rental charged shall belong exclusively to Tenant and not to the Sports Authority, the City or any other entity).”

(c) The reference to “seventy-five percent (75%)” set forth in the first sentence of Section (b) on page 3 of Exhibit E to the Arena Lease is hereby deleted and replaced with “one hundred percent (100%)”.

### 3. Non-Compete.

(a) The first sentence of Section 24.20 of the Arena Lease is hereby amended and restated as follows:

“As a substantial component of the consideration to Tenant for entering into this Amendment, the Agreement and the other Project Documents, from and as of the Amendment Effective Date, the Sports Authority covenants, represents and agrees that it has not, and during the period commencing on the Amendment Effective Date and continuing until October 15, 2013 it shall not, directly or indirectly, finance, subsidize, provide any incentives for or otherwise assist any venue within a ten (10)-mile radius of the Arena, including the Compaq Center (except as specifically provided in Section 24.21), which could compete with the Arena for events of a type appropriate for the Arena and generally targeted at audiences in excess of 5,000 persons, except for the uses of (i) the George R. Brown Convention Center (and any expansions thereof), (ii) the baseball venue in the City known as Minute Maid Park, (iii) the Astrodome Complex (including Reliant Stadium), (iv) subject to and in accordance with the terms, provisions, conditions and restrictions set forth in Section 24.28 below, the multi-purpose venue to be built by Anschutz Entertainment Group (“AEG”) or an affiliate thereof beginning in or after 2010 in the area of Downtown Houston southeast of Minute Maid Park and across Highway 59, which venue shall host Houston Dynamo games (“Multipurpose Venue”), (v) school and university facilities, and (vi) other facilities while (and only to the extent) such other facilities actually are being used during the Olympic Games or the Pan-American Games or similar events, which the Parties agree are not and will not be considered to be in competition with the Arena; provided, however, that expenditures for normal operating expenses, maintenance and upkeep of the Compaq Center shall be permitted.”

(b) The following provision is hereby inserted into the Arena Lease as a new Section 24.28:

"Section 24.28. Multipurpose Venue Restriction.

(a) The Venue Lease shall, at all times, include a restriction on use substantially as follows (the "Venue Lease Restriction"):

Prior to January 1, 2019, Dynamo Stadium, LLC ("Dynamo Stadium") all affiliates of Dynamo Stadium and any successors of Dynamo Stadium through assignment or otherwise, shall not (and shall not permit any affiliate to), directly or indirectly, solicit, present, book, house or let/license any Indoor Show at, on or around the premises of the Multipurpose Venue. For the purposes hereof, an "Indoor Show" shall mean any concert, family show or other publicly ticketed touring event (excluding rodeos, monster truck/truck pull events and up to one UFC fight per year if and to the extent that the UFC has previously indicated a preference to present that event in an outdoor venue) ("Event") which (i) is presented as part of a tour that includes (A) a minimum of five performances (including Houston) in at least three U.S. cities (in addition to Houston) during the period commencing three months prior to the Houston performance and ending three months after the Houston performance or (b) a minimum of three performances (including Houston) in at least two U.S. cities (in addition to Houston) during the period commencing two weeks prior to the Houston performance and ending two weeks after the Houston performance, and (ii) plays at least sixty percent (60%) of its U.S. dates in indoor venues.

(b) Landlord shall not be liable to Tenant for any breach by Dynamo Stadium or its Affiliates or any successors through assignment or otherwise (collectively, the "AEG Parties") of the Venue Lease Restriction; provided, however, if an AEG Party violates or fails to comply with the Venue Lease Restriction, Landlord, as landlord under the Venue Lease, shall, diligently and in good faith, enforce its rights and remedies against such AEG Party in accordance with the terms of the Venue Lease, including, without limitation, pursuing injunctive relief to protect the interests of Tenant hereto. The foregoing obligation of Landlord to enforce such rights and remedies under the Venue Lease is a material inducement for Tenant to enter into and perform under this Lease."

(c) The following definitions are hereby added to the Arena Lease: "Amendment Effective Date" means February 18, 2011; and "Venue Lease" means the lease, dated as of the Amendment Effective Date, between Landlord, as landlord and Dynamo Stadium, as tenant, with respect to the Multipurpose Venue.

4. Residual Arena Rent. Notwithstanding anything to the contrary contained in the Principal Project Documents (including Section 5.2 of the Arena Lease) and notwithstanding anything to the contrary contained in any documents evidencing or related to the Rocket Ball Loan, Landlord is permitted to cause up to \$500,000 of the Residual Arena Rent in each of 2011, 2012, 2013, 2014 and 2015 to be used or reserved for use to pay the general and administrative expenses of Landlord and the amount of Residual Arena Rent so used or reserved in each of such years (not to exceed \$500,000 per year) is not required to be applied as set forth in the Principal Project Documents (including as provided in Section 5.2 of the Arena Lease) and

is not required to be applied to pay amounts owing under the documents evidencing the Rocket Ball Loan.

5. No Defaults. Tenant does hereby (a) rescind any and all notices of default sent to Landlord and/or the City with regard to the subject matter of Section 3 of this First Amendment (including Sections 24.20 and 3.3 of the Arena Lease and Section 14.2(b) of the Ground Lease) (b) agree and acknowledge that no default or event of default by Landlord or the City continues to exist with respect to the specific matters described in such notices and (c) waive forever any default or event of default which existed prior to the date hereof with respect to the specific matters described in such notices.

6. Full Force and Effect. The Arena Lease, as amended by this First Amendment, remains in full force and effect without any further amendments, alterations, or modifications thereto except as set forth herein, and Landlord and Tenant expressly ratify and confirm the Arena Lease as amended hereby. The Arena Lease, as amended by this First Amendment, constitutes the entire agreement between the parties hereto and no further modification of the Arena Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

7. Counterparts. This First Amendment may be signed in separate and multiple counterparts, each of which shall be considered an original, but all of which taken together shall constitute one and the same instrument.

8. Severability. A determination that any provision of this First Amendment is unenforceable or invalid will not affect the enforceability or validity of any other provision of this First Amendment, and any determination that the application of any provision of this First Amendment to any person or circumstance is illegal or unenforceable will not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

9. Non-Compete and Venue Restriction. Tenant hereby agrees that the reference to Section 24.20 of the Arena Lease in Section 14.2(b) of the Ground Lease refers to Section 24.20 of the Arena Lease as amended by this First Amendment and, for the purposes set forth in the Joinder by the City attached to this First Amendment, Section 24.28 of the Arena Lease, as added by this First Amendment.

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EXECUTED and effective as of the Amendment Effective Date.


**LANDLORD:**

HARRIS COUNTY-HOUSTON SPORTS AUTHORITY

By:   
Name: J. KENT FRIEDMAN  
Title: CHAIRMAN


**TENANT:**

CLUTCH CITY SPORTS AND ENTERTAINMENT, L.P.

By:   
Name: Paul Brown  
Title: CEO

King 1, L.P. is signing this First Amendment to (i) represent to Landlord that King 1, L.P. is the sole owner and holder of the Rocket Ball Loan, (ii) consent to the execution and delivery of this First Amendment and consent to the terms of Section 4 of this First Amendment and (iii) rescind any and all default notices sent to Landlord with respect to the Rocket Ball Loan, and agree that no default or breach by Landlord under the documents evidencing or related to the Rocket Ball Loan continues to exist with respect to the specific matters described in such notices and waive forever any default or event of default which existed prior to the date hereof with respect to the specific matters described in such notices.

KING 1, L.P.

By:   
Name: Paul Brown  
Title: CEO

JOINDER BY THE CITY TO THE  
FIRST AMENDMENT TO ARENA LEASE,  
SUBLEASE, LICENSE AND MANAGEMENT AGREEMENT

The City of Houston, Texas (the "City"), and Landlord are parties to that certain Ground Lease dated as of December 31, 2001 (the "Ground Lease"), whereby the City ground leased to Landlord the Arena Site for the development of the Arena. The City hereby consents to the execution and delivery of this First Amendment.

Pursuant to Section 14.2(b) of the Ground Lease, the City agreed to be bound by and adhere to the terms of Section 24.20 of the Arena Lease. Without limiting the foregoing consent, the City specifically consents to the amendment to Section 24.20 of the Arena Lease set forth in Section 3(a) hereof and the addition of Section 24.28 to the Arena Lease set forth in Section 3(b) hereof and, pursuant to Section 14.2(b) of the Ground Lease, the City agrees: (i) to be bound by and adhere to the terms of Sections 24.20 as amended by Section 3(a) of this First Amendment; (ii) prior to the City entering into a Venue Lease with AEG or an Affiliate of AEG, to enforce the restrictions set forth in Section 24.28 of the Arena Lease as added by Section 3(b) of this First Amendment; and (iii) to the extent the City enters into a Venue Lease with AEG or an Affiliate of AEG, to be bound by and adhere to the terms of Section 24.28 of the Arena Lease as added by Section 3(b) of this First Amendment.

The City:

**CITY OF HOUSTON, TEXAS**

ATTEST:

By: 

Anna Russell,  
City Secretary

By: 

Annise D. Parker,  
Mayor

APPROVED:

By: 

Andrew F. Icken,  
Chief Development Officer

COUNTERSIGNED:

By: 

Ronald C. Green,  
City Controller

APPROVED AS TO FORM:

By: 

for David Feldman,  
City Attorney

DATE OF COUNTERSIGNATURE:

2-25-11