

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

THIS THIRD AMENDMENT TO ARENA LEASE, SUBLEASE, LICENSE AND MANAGEMENT AGREEMENT (this "Amendment") is made and entered into as of the June 30, 2015 (the "Amendment Effective Date"), by and between HARRIS COUNTY-HOUSTON SPORTS AUTHORITY, a sports and community venue district created under Chapter 335 of the Texas Local Government Code ("Landlord"), and CLUTCH CITY SPORTS & 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, as amended (as so amended, the "Arena Lease"), with respect to the lease by Original Tenant of the multipurpose sports and entertainment facility commonly known as Toyota Center; and

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

WHEREAS, subject to Tenant consenting thereto under the Parking Garage Lease (as defined in the Arena Lease), Landlord intends to make a Landlord Transfer (as defined in the Parking Garage Lease) of the Parking Garage Lease to Houston First Corporation, a Texas local government corporation ("Purchaser") in accordance with its terms (the "Proposed Transfer"), which Proposed Transfer, if it occurs, would result in the landlords under the Parking Garage Lease and the Arena Lease being different entities; and

WHEREAS, the Arena Lease contains certain provisions cross-defaulting the Parking Garage Lease to the Arena Lease, and similar provisions, which would cease to be appropriate if the Proposed Transfer were to occur; and

WHEREAS, Landlord and Tenant now desire to amend the Arena Lease to make appropriate changes to the Arena Lease in light of the foregoing, and to make certain other changes, contingent upon the occurrence of the Proposed Transfer, all as set forth herein but not otherwise.

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. Certain Changes. The Arena Lease is hereby modified as follows:

(a) Section 3.2 of the Arena Lease is hereby deleted in its entirety and replaced with the following:

"Section 3.2 No additional consideration (beyond what is expressly provided for in the Parking Garage Lease) is required to be given by Tenant to the landlord under the Parking Garage Lease, it being understood and agreed that the Tenant's entry into, and consideration under, this Agreement (including the payments by Tenant contemplated by Section 5.1 of this Lease) is sufficient and valuable consideration therefor."

(b) Section 16.1.2(d) of the Arena Lease is hereby deleted in its entirety and replaced with the following:

"(d) Intentionally Deleted;"

(c) Section 16.4(a) of the Arena Lease is hereby amended by deleting the phrase "(and, during the Loan Period, if such Final Notice is delivered because of a Landlord Default described in Section 16.1.2(d), Tenant also shall give a Final Notice under Section 16.4 of the Parking Garage Lease)".

(d) Section 17.3.3 of the Arena Lease is hereby deleted in its entirety and replaced with the following:

"17.3.3 Intentionally Deleted."

(e) The definition of "Principal Project Documents" in Appendix A is hereby deleted in its entirety and replaced with the following:

"Principal Project Documents" means this Agreement, the Project Agreement and the Non-Relocation Agreement as they may be amended, supplemented, modified, renewed or extended from time to time. The terms 'Principal Project Documents' (and 'Project Documents') expressly exclude the Parking Garage Lease."

(f) All references to the Parking Garage Lease in (i) Sections 5.1(a) and 16.4(a) of the Arena Lease, (ii) the definitions of the terms "Property Tax" and "Self Help Expense" in Appendix A to the Arena Lease, and (iii) Exhibit E and Exhibit I of the Arena Lease, are each hereby deleted in their entirety.

3. Cross-Default Etc.

(a) Landlord and Tenant agree that no breach, default or Event of Default (as defined in the Parking Garage Lease) by any landlord under the Parking Garage Lease, including Purchaser, shall constitute a breach, default, Landlord Default, or Event of Default (as defined in the Arena Lease) by Landlord or its successors or permitted assigns as landlord under the Arena Lease, or trigger rights on the part of the Tenant or obligations on the part of the Landlord under the Arena Lease. Landlord and Tenant further agree that no Untenantable Condition under (and as that term is defined in) the Parking Garage Lease shall constitute an Untenantable Condition under the Arena Lease, or trigger rights on the part of the Tenant or obligations on the part of the Landlord, or their respective successors or permitted assigns, under the Arena Lease.

(b) Landlord and Tenant agree that no breach, default or Event of Default (as defined in the Parking Garage Lease) by Tenant under the Parking Garage Lease, shall constitute

a breach, default, Tenant Default, or Event of Default (as defined in the Arena Lease) by Tenant or its successors or permitted assigns as tenant under the Arena Lease, or trigger rights on the part of the Landlord or obligations on the part of the Tenant under the Arena Lease. Landlord and Tenant further agree that no Untenantable Condition under (and as that term is defined in) the Parking Garage Lease shall constitute an Untenantable Condition under the Arena Lease, or trigger rights on the part of the Landlord or obligations on the part of the Tenant, or their respective successors or permitted assigns, under the Arena Lease.

4. Maintenance and Capital Funds. For purposes of clarity, Landlord and Tenant hereby acknowledge and agree that the permitted uses by Tenant of funds in (i) the Maintenance Fund shall continue to include costs and expenses incurred by Tenant and related to the development of the Parking Garage, subject to the terms and conditions of Section 7.2 and other applicable provisions of the Arena Lease, and (ii) the Capital Fund shall continue to include any Self-Help Expense incurred by Tenant in the nature of reimbursement to Tenant for Targeted Taxes (including those in respect of the Parking Garage), subject to the terms and conditions of Sections 8.1 and 8.2 and other applicable provisions of the Arena Lease, but excluding Self-Help Expenses under the Parking Garage Lease other than as expressly set forth in this clause (ii).

5. Consent and Release. Tenant hereby acknowledges, approves of and consents to the assignment by Landlord to Purchaser and the assumption by Purchaser of all of Landlord's rights, duties, covenants, warranties and obligations in and to the Parking Garage Lease. Tenant hereby waives, releases and discharges Landlord and any prior landlord under the Parking Garage Lease from any and all claims, causes of action or rights Tenant may have against Landlord or any such prior landlord for any amounts or obligations under the Parking Garage Lease that accrue or arise on or after the Amendment Effective Date. Landlord hereby waives, releases and discharges Original Tenant under the Parking Garage Lease from any and all claims, causes of action or rights Landlord may have against Original Tenant for any amounts or obligations under the Parking Garage Lease that accrue or arise on or after the Amendment Effective Date.

6. Modifications. Landlord and Tenant agree that no modification, supplement or waiver of, or other agreement or arrangement affecting, any provision of the Parking Garage Lease occurring after the Proposed Transfer occurs shall be deemed effective for purposes of any cross-reference to same in the Arena Lease (i.e., for purposes of the Arena Lease, it shall be treated as if such modification, supplement, waiver, agreement or arrangement had never occurred), unless same shall be consented to in writing by Landlord or its successor or permitted assign as landlord under the Arena Lease.

7. Memorandum. Landlord and Tenant agree to enter into and record an amendment to the Memorandum of Arena Lease between Landlord and Tenant, reflecting the execution by the parties of this Amendment, in a form reasonably acceptable to Landlord and Tenant, within thirty (30) days after the occurrence of the Proposed Transfer.

8. Full Force and Effect. The Arena Lease, as amended by this 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 Amendment, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and

thereof and no further modification of the Arena Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant. To the extent of any conflict between the provisions of this Amendment, and the provisions of the Arena Lease, the provisions of this Amendment shall prevail.

9. Counterparts; Interpretation. This 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. As used in this Amendment, "including" shall mean "including by way of example only and without limitation".

10. Severability. A determination that any provision of this Amendment is unenforceable or invalid will not affect the enforceability or validity of any other provision of this Amendment, and any determination that the application of any provision of this 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.

11. Termination. This Amendment shall terminate and be of no force and effect in the event that there shall not occur the Proposed Transfer within ninety (90) days from the date of execution of this Amendment. Landlord shall provide to Tenant copies of the documents executed by Landlord and Purchaser in connection with the Proposed Transfer, within ten (10) days after the occurrence thereof; provided that the failure by the Landlord to do so shall not constitute a breach of this Amendment or the Arena Lease nor affect the validity of this Amendment.

[Signature pages follow]

EXECUTED and effective as of the Amendment Effective Date.

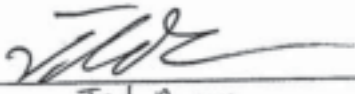
LANDLORD:

HARRIS COUNTY-HOUSTON SPORTS AUTHORITY

By: 
Name: J. KENT FRIEDMAN
Title: CHAIR

TENANT:

CLUTCH CITY SPORTS & ENTERTAINMENT, L.P.


By: 
Name: Tad Brown
Title: Chief executive officer

CONSENT BY THE LENDER TO THE
THIRD AMENDMENT TO ARENA LEASE,
SUBLEASE, LICENSE AND MANAGEMENT AGREEMENT

The undersigned (collectively, "Lender"), as Lender under the Arena Lease, hereby consent to the execution and delivery of this Amendment.


The Lender:

NEW YORK LIFE INSURANCE COMPANY

By: 
Name: Aron Davidowitz
Title: Corporate Vice President

**NEW YORK LIFE INSURANCE AND
ANNUITY CORPORATION**

By: NYL Investors LLC, its
Investment Manager

By: 
Name: Aron Davidowitz
Title: Senior Director

**NEW YORK LIFE INSURANCE AND
ANNUITY CORPORATION
INSTITUTIONALLY OWNED LIFE
INSURANCE SEPARATE ACCOUNT (BOLI
30C)**

By: NYL Investors LLC, its
Investment Manager

By: 
Name: Aron Davidowitz
Title: Senior Director