

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

THIS SECOND AMENDMENT TO ARENA LEASE, SUBLEASE, LICENSE AND MANAGEMENT AGREEMENT (this "Second Amendment") is made and entered into as of the 1st day of December, 2014 (the "Amendment Effective Date"), by and between HARRIS COUNTY-HOUSTON SPORTS AUTHORITY ("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 (the "Initial Arena Lease"), with respect to the lease by Landlord to Original Tenant of the multipurpose sports and entertainment facility commonly known as the Toyota Center;

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

WHEREAS, Landlord and Tenant entered into that certain First Amendment to Arena Lease, Sublease, License and Management Agreement, dated as of February 18, 2011 (the "First Amendment," and together with the Initial Arena Lease, 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. Arena Rent Supplemental Debt.

(a) The definition of "Arena Rent Supported Debt" in Appendix A of the Arena Lease is hereby amended and restated in its entirety as follows:

"Arena Rent Supported Debt" means any debts, bonds or other obligations issued by the Sports Authority to refinance, refund or satisfy in full the Rocket Ball Loan, which Rocket Ball Loan consists collectively of the Harris County-Houston Sports Authority Subordinate Lien Note Series 2001 D-1 and the Harris County-Houston Sports Authority Subordinate Lien Note Series 2001 D-2, each currently held by King L.P. Tenant and Landlord hereby acknowledge that the Sports Authority's Taxable Revenue

Refunding Bonds (Toyota Center Project) Series 2014 constitutes Arena Rent Supported Debt.

(b) The definition of "Subordinated Obligations" is hereby deleted in its entirety from Appendix A of the Arena Lease, as are all references in the Arena Lease to the term "Subordinated Obligations."

(c) The definition of "Arena Bonds" is hereby deleted in its entirety from Appendix A of the Arena Lease, as are all references in the Arena Lease to the term "Arena Bonds."

(d) The second paragraph of Section 5.2 of the Arena Lease is hereby amended and restated in its entirety as follows:

After the Arena Rent Supported Debt is indefeasibly paid in full, (i) Tenant shall pay all Residual Arena Rent to King I L.P. or to an entity designated in writing by King I L.P. in lieu of paying such amount to Landlord and (ii) to the extent any Residual Arena Rent remains in the Disbursement Account, the Arena Fund Custodian shall pay such remainder to King I L.P. or to an entity designated in writing by King I L.P.

3. Refinancings. Section 8.6 of the Arena Lease is hereby amended and restated in its entirety as follows:

Section 8.6 Refinancing. If, after January 1, 2015, Landlord refinances any of its then outstanding debts, bonds or other obligations secured by its hotel occupancy tax or motor vehicle rental tax as currently imposed by Landlord pursuant to Section 335 of the Texas Local Government Code, Landlord will use commercially reasonable good faith efforts to cause a portion of the proceeds generated from such refinancing to be available to pay for infrastructure improvements at the Arena, with such infrastructure improvements and the construction and installation thereof to be subject to the terms of this Agreement.

4. Capital Fund and Maintenance Fund. Notwithstanding anything to the contrary contained in the Arena Lease, the Capital Fund, the Capital Fund Account, the Maintenance Fund and the Maintenance Fund Account will be kept and maintained by an Acceptable Bank and not the Arena Fund Custodian. As of the Amendment Effective Date, the parties agree that JPMorgan Chase Bank, N.A. shall continue to act as the Acceptable Bank to hold the Capital Fund, the Capital Fund Account, the Maintenance Fund and the Maintenance Fund Account.

5. Full Force and Effect. The Arena Lease, as amended by this Second 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 Second 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.

6. Counterparts. This Second 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.

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

[Signature page follows]

EXECUTED and effective as of the Amendment Effective Date.

LANDLORD:

HARRIS COUNTY-HOUSTON SPORTS AUTHORITY

By:  _____
Name: _____
Title: _____

TENANT:

CLUTCH CITY SPORTS & ENTERTAINMENT, L.P.

By: Alexander Turo, L.L.C., its general partner

By: _____
Name: _____
Title: _____

Rocket Ball, Ltd. is signing this Second Amendment to consent to the execution and delivery of this Second Amendment by Tenant.

ROCKET BALL, LTD.

By: JJA Sports, Inc., its general partner

By: _____
Name: _____
Title: _____

EXECUTED and effective as of the Amendment Effective Date.

LANDLORD:

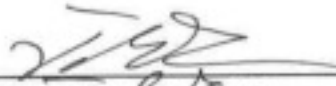
HARRIS COUNTY-HOUSTON SPORTS AUTHORITY

By: _____
Name: _____
Title: _____

TENANT:

CLUTCH CITY SPORTS & ENTERTAINMENT, L.P.


By: Alexander Tara, L.L.C., its general partner

By:  _____
Name: Paul Byron
Title: President

Rocket Ball, Ltd. is signing this Second Amendment to consent to the execution and delivery of this Second Amendment by Tenant.

ROCKET BALL, LTD.

By: LLA Sports, Inc., its general partner

By:  _____
Name: Paul Byron
Title: President

[Signature Page to Second Amendment to Arena Lease]