

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this "Consent") is entered into as of December 1, 2014 by ROCKET BALL, LTD., a Texas limited partnership (the "Original Tenant"), CLUTCH CITY SPORTS & ENTERTAINMENT, L.P., a Texas limited partnership (the "Current Tenant" and, together with the Original Tenant, the "Tenants" and each, a "Tenant"), the HARRIS COUNTY-HOUSTON SPORTS AUTHORITY, a political subdivision of Harris County, Texas, the City of Houston, Texas, and the State of Texas, duly organized and existing under the Constitution and the laws of the State of Texas (the "Authority"), THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION, a limited purpose national banking association with trust powers, as Collateral Trustee for the holders from time to time of the Bonds referred to below (together with its successors and assigns, the "Collateral Trustee"), and KING I, P. ("King I"), a Delaware limited partnership.

WHEREAS, a Ground Lease dated as of December 31, 2001 was entered into between the City of Houston, Texas (the "City"), as landlord, and the Authority, as tenant (as the same may be amended from time to time, the "Ground Lease"), pursuant to which the City leases the Arena Site to the Authority for the Term;

WHEREAS, an Arena Lease, Sublease, License and Management Agreement dated as of December 31, 2001, as amended by the First Amendment thereto dated as of February 18, 2011 (the "First Amendment"), and as further amended by the Second Amendment thereto dated as of December 1, 2014 (the "Second Amendment") (as amended and as the same may be further amended from time to time, the "Lease"), was entered into between the Authority, as landlord, and Original Tenant, as tenant, and assigned by the Original Tenant to the Current Tenant pursuant to that certain Assignment Agreement dated as of September 15, 2002 (the "Assignment Agreement") between Original Tenant and Current Tenant (but Original Tenant remains liable as tenant under such Lease), pursuant to which the Authority, as landlord, leases the Leased Premises to Current Tenant, as tenant, for the Term;

WHEREAS, a Non-Relocation Agreement dated as of December 31, 2001, as amended by the First Amendment thereto dated as of December 1, 2014 (the "Non-Relocation Agreement Amendment") (as amended by the Non-Relocation Agreement Amendment and as the same may be further amended from time to time, the "Non-Relocation Agreement") was entered into between the Authority and the Original Tenant;

WHEREAS, the Authority will enter into (a) the Bond Purchase Agreement, dated as of the date hereof (the "Bond Purchase Agreement"), with the purchasers named therein (collectively, the "Purchasers") providing for the issuance by the Authority of the Bonds (as defined in the Bond Purchase Agreement defined below) to (i) refund certain outstanding obligations of the Authority to King I, (ii) fund the Debt Service Reserve Account (as defined in the Bond Purchase Agreement) and (iii) pay the costs of issuance and related transaction expenses in connection with the foregoing, and (b) an Indenture of Trust, Security Agreement and Collateral Assignment of Contracts, dated as of the date hereof (as the same may be amended from time to time, the "Collateral Indenture") between the Authority and the Collateral Trustee covering,

among other things, the Authority's right, title and interest in and to the Accounts (as defined in the Bond Purchase Agreement), the Non-Relocation Agreement, the Residual Area Rent portion of each Semi Annual Installment paid under the Lease and the other Collateral (as defined in the Collateral Indenture); and

WHEREAS, in order to induce the Purchasers to purchase the Bonds under the Bond Purchase Agreement, each Tenant is required to execute and deliver this Consent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. As used herein, unless otherwise specifically provided, capitalized terms shall have the meanings ascribed thereto in the Lease.

SECTION 2. Execution, Delivery, Receipt and Performance of Documents. (a) Each Tenant acknowledges, agrees and consents to the execution, delivery and performance by the Authority of (i) the Bond Purchase Agreement, (ii) the Bonds, (iii) the Collateral Indenture, (iv) the Second Amendment, (v) the Non-Relocation Agreement Amendment and (vi) any financing statements or other ancillary documents or filings required pursuant to the Collateral Indenture (collectively, the "**Documents**").

(b) The Tenant acknowledges that it has received a copy of each of the Documents set forth in paragraph (a) of this Section 2 and agrees that each such copy constitutes adequate notice thereof.

SECTION 3. Consent to Assignment. Each Tenant hereby acknowledges and irrevocably consents to the following:

(a) the pledge, assignment, transfer and grant of a security interest by the Authority to the Collateral Trustee for the benefit of the holders from time to time of the Bonds, pursuant to the Collateral Indenture, in respect of the Authority's right, title and interest in the Collateral (as defined in the Collateral Indenture); and

(b) the exercise by the Collateral Trustee pursuant to the Collateral Indenture or otherwise, of the rights, remedies, powers or privileges of the Collateral Trustee thereunder, including without limitation the right to enforce or assume the Authority's rights under the Non-Relocation Agreement or to assign such rights to any designee, including without limitation a purchaser at a foreclosure sale or sale in lieu of foreclosure.

SECTION 4. Amendments and Modifications of the Lease, Non-Relocation Agreement and Other Documents.

(a) Without the prior written consent of the Collateral Trustee (which shall consent only upon the written direction of the Required Holders) and the Required Holders (as defined in the Bond Purchase Agreement), neither Tenant shall amend or modify, or consent to any amendment or modification of, the Lease or the Non-Relocation Agreement.

(b) Neither Tenant shall amend or modify, or consent to any amendment or modification of, any provision of the Toyota Center License Agreement (as defined in the Bond Purchase Agreement) that provides for the source of funds or the funding of amounts to be used to make any payment by the Current Tenant under the Lease.

SECTION 5. Other Agreements of the Parties.

(a) Each Tenant hereby acknowledges and agrees that:

(i) whenever the term "Lender" is used in the Lease, the term "Lender" includes each holder (as defined in the Bond Purchase Agreement) of a Bond;

(ii) [intentionally omitted];

(iii) the Bonds constitute Arena Rent Supported Debt and the Bond Purchase Agreement is an Arena Debt Instrument pursuant to the terms of the Lease;

(iv) it shall deliver to each holder of a Bond that is an Institutional Investor (as defined in the Bond Purchase Agreement):

(1) within (x) 160 days after the end of each Combined Fiscal Year, a certificate executed by a Senior Financial Officer of each Tenant substantially in the form of **Exhibit A** attached hereto (the "**Initial Compliance Certificate**") setting forth the information from such Tenant's financial statements that is required in order to establish whether (A) the Current Tenant was in compliance with the CCSE Debt Service Coverage Ratio (as defined in the Bond Purchase Agreement) and (B) the Tenants were in compliance with the Combined Debt Service Coverage Ratio (as defined in the Bond Purchase Agreement) for the period covered by the financial statements upon which such compliance certificate is based (including with respect to each provision that involves mathematical calculations, the information from such Tenant's financial statements that is required to perform such calculations); for purposes hereof, the term "**Senior Financial Officer**" shall mean, with respect to either Tenant, the chief financial officer, principal accounting officer, treasurer or comptroller of such Tenant and (y) 215 days after the end of each Combined Fiscal Year (or, if earlier, the date such financial information is delivered or made available to any other third party), the financial information required to be delivered to the Lender under Section 24.26 of the Lease, including, if the Initial Compliance Certificate was not prepared on the basis of the Tenants' audited financial statements, a certificate executed by a Senior Financial Officer of each Tenant substantially in the form of **Exhibit A** attached hereto (the "**Final Compliance Certificate**") setting forth the information from such Tenant's audited financial statements that is required in order to establish whether (A) the Current Tenant was in compliance with the CCSE Debt Service Coverage Ratio and (B) the Tenants were in compliance with the Combined Debt Service Coverage Ratio for the period covered by such

audited financial statements then delivered (including with respect to each provision in such paragraphs that involves mathematical calculations, the information from such Tenant's audited financial statements that is required to perform such calculations) and setting forth in each case in comparative form a reconciliation from the figures contained in the Initial Compliance Certificate; *provided, further, that, if any Initial Compliance Certificate is prepared on the basis of the Tenant's unaudited financial statements, the Final Compliance Certificate subsequently delivered by the Tenant shall be the final determination as to whether a Coverage Ratio Breach (as defined in the Bond Purchase Agreement) has occurred.*

- (f) concurrent with the delivery of the financial information described in clause (l)(y) above, (x) a detailed accounting of the capital expenditures incurred during the period to which such financial information relates and (y) a budget accurately representative of all expected capital expenditures to be incurred during the current Combined Fiscal Year (as defined in the Bond Purchase Agreement);
- (iii) (x) with reasonable promptness, such other data and information relating to the business, operations, affairs, financial condition, assets or properties of such Tenant or relating to the ability of the Tenant to perform its obligations hereunder and under the Lease as from time to time may be reasonably requested by any such holder of a Bond, but so long as no Tenant Default (as defined in the Lease) has occurred and is continuing, no more frequently than once per semi-annual fiscal period and (y) promptly, and in any event within five days after a Responsible Officer receives or transmits a copy of each notice, document, or written communication received by a Tenant from, or given by a Tenant to, any insurer in respect of the Special Risk Casualty Insurance Policy or any insurance required to be maintained under the Lease; and
- (iv) within a reasonable time following the date on which such Tenant's auditors resign or such Tenant elects to change auditors, as the case may be, notification thereof together with such supporting information as the Required Holders may reasonable request

(b) (i) The Current Tenant hereby agrees not to sell or otherwise transfer all or substantially all of its assets, unless, in each case concurrently therewith, the acquirer thereof is a solvent corporation, limited liability company or limited partnership organized and existing under the laws of the United States or any state thereof (including the District of Columbia) (the "**Current Tenant Acquirer**"), and such Current Tenant Acquirer has (i) validly entered into an assumption agreement or other agreement under the Lease in accordance with the terms thereof to assume the obligations of, and to make all payments owed by the Tenant thereunder, in form and substance reasonably satisfactory to the Required Holders, (ii) assumed the obligations of the Current Tenant under this Consent pursuant to an assumption agreement in form and substance reasonably satisfactory to the Required Holders and (iii) caused counsel to the Current Tenant Acquirer reasonably

satisfactory to the Required Holders to deliver an opinion as to the due authorization, execution, delivery and enforceability of such assumption agreements (collectively, the "**Current Tenant Acquisition Conditions**").

(ii) The Original Tenant hereby agrees not to sell or otherwise transfer all or substantially all of its assets, unless, concurrently therewith, the acquirer thereof is a solvent corporation, limited liability company or limited partnership organized and existing under the laws of the United States or any state thereof (including the District of Columbia) (the "**Original Tenant Acquirer**"), and such Original Tenant Acquirer has (i) validly entered into an assumption agreement or other agreement under the Lease and the Non-Relocation Agreement, in each case in accordance with the terms thereof, to assume the obligations of, and to make all payments owed thereunder, in form and substance reasonably satisfactory to the Required Holders, (ii) assumed the obligations of the Original Tenant under this Consent pursuant to an assumption agreement in form and substance reasonably satisfactory to the Required Holders and (iii) caused counsel to the Original Tenant Acquirer reasonably satisfactory to the Required Holders to deliver an opinion as to the due authorization, execution, delivery and enforceability of such assumption agreements (collectively, the "**Original Tenant Acquisition Conditions**").

(iii) Each Tenant hereby acknowledges and agrees that the sale or transfer of a majority of the equity interests in such Tenant shall constitute a breach of the Bond Purchase Agreement unless the acquirer of such equity interests also owns, directly or indirectly, at least a majority of the equity interests in the other Tenant.

(iv) Notwithstanding any provision in this Section 5(b) to the contrary, the equity interests in CCSB or Rocket Ball may be transferred to any individual or entity, so long as a majority of the equity interests of each of Rocket Ball and CCSB are owned by the same Person and such transfer is made in compliance with the requirements of the Lease; *provided that*, notwithstanding the foregoing or anything contained herein to the contrary, Leslie L. Alexander ("LLA") may transfer, directly or indirectly, all or any portion of his equity interests in CCSB or Rocket Ball outright or in trust to or for the benefit of himself, a sibling, a parent or any lineal descendant of LLA, and/or any spouse of any such individual (including any trust for the benefit of any such individual, each, a "**Relative**") or any personal representative, trustee, estate or executor under any will of LLA or pursuant to the laws of intestate succession, so long as (i) the final recipient from any personal representative, estate or executor under any will or pursuant to the laws of intestate succession is a Relative and (ii) such transfer shall not affect the funding of amounts to be used to make any Semi-Annual Installment or other payment under the Lease.

(e) Each party hereto hereby acknowledges and agrees that in the event that any payment by either Tenant due under the Lease is not paid in full for any reason (whether by the terms of the Lease Documents or otherwise), such payment and all amounts received by the Authority from the Tenants thereafter shall be applied first to amounts required to be deposited in the Disbursement Account under the terms of the Lease and the Collateral Instrument.

(d) Each Tenant and the Authority hereby agrees that, notwithstanding anything to the contrary in the Lease and the Non-Relocation Agreement:

(i) the Collateral Trustee shall be afforded the opportunity to cure and resolve each Landlord Default (whether pursuant to Section 16.15 of the Lease or otherwise) under the Lease for a period (the "Trustee Cure Period") of 90 days (or such greater number of days to cure the Landlord Default as is permitted under the Lease) following the date on which the Collateral Trustee receives a copy of the notice of such breach or default delivered by any party hereto pursuant to Section 8(x) of this Consent; *provided, however*, that the Collateral Trustee shall have no obligation or duty to take advantage of such opportunity to cure until and unless (A) the Collateral Trustee is directed to do so by the Required Holders, which direction shall include the specific steps or action to be taken by the Collateral Trustee and (B) the Collateral Trustee is otherwise entitled to the rights, privileges and immunities under the Collateral Indenture, including without limitation Section 9.3(h) of the Collateral Indenture; and

(ii) it shall not terminate the Lease on account of any breach identified in clause (i) above (A) until or unless it has discharged its obligations described in clause (i) above and (B) until and unless the Trustee Cure Period has expired and such default has not been cured (x) by such breaching party pursuant to the terms of the Lease or Non-Relocation Agreement, as the case may be, or (y) by the Collateral Trustee in accordance with the terms of this Section 5(d).

(c) If an NBA CBA (as defined in the Bond Purchase Agreement) is not executed and delivered at least 120 days before the expiration of the then-current NBA CBA, the Original Tenant or the Current Tenant shall fund the Work Stoppage Reserve Account in an amount equal to the Work Stoppage Reserve Requirement (as such terms are defined in the Bond Purchase Agreement) to the extent there are insufficient amounts in the Surplus Account (as defined in the Bond Purchase Agreement) to fund such Account (as defined in the Bond Purchase Agreement) in full.

(d) Each Tenant hereby agrees to cause the Team to play all of its Basketball Home Games at the Arena during the Term; *provided*, that the Team may play Basketball Home Games at a location other than the Arena during the Term, so long as it is not prohibited under either the Lease or the Non-Relocation Agreement.

(e) The Current Tenant shall maintain such insurance covering the casualties and contingencies required under Article 10 of the Lease, including casualty and business interruption insurance.

(f) Each Tenant and the Authority confirms that (i) the Lease is unmodified and in full force and effect, (ii) to each Tenant's and the Authority's actual knowledge, no Tenant Defaults or Landlord Defaults have occurred and are continuing and (iii) its current address for purposes of giving notice is as set forth in Section 8(b) hereof.

(g) Each Tenant agrees that it shall not change its Fiscal Year-end from June 30 without the prior written consent of the Required Holders.

(h) Each Tenant agrees that any contribution made by any owner of such Tenant that is included for purposes of calculating the CCSR Debt Service Coverage Ratio and/or

the Combined Debt Service Coverage Ratio shall be used to fund capital expenditures, pay operating or similar expenses or be retained by such Tenant.

(k) The Current Tenant agrees that in the event that it shall direct the Authority to exercise the Authority's right to prepay the Bonds pursuant to the terms of Section 8.2(b) of the Bond Purchase Agreement, the Current Tenant shall transfer, at least one (1) Business Day prior to the date of such prepayment, to the Collateral Trustee for deposit in the Debt Service Account (as defined in the Bond Purchase Agreement), all amounts necessary in order to enable the Authority to timely make such prepayment.

(l) Each Tenant agrees that after taking into account the terms of the Assignment Agreement, the Original Tenant has not been relieved of any of its obligations under the Lease and remains fully liable thereunder.

(m) [Intentionally Omitted].

(n) The Authority agrees that it will (1) give the Tenants and King I notice, promptly upon the Authority's receipt of the corresponding notice from the Collateral Trustee, of the resignation of the Collateral Trustee; (2) not consent to the appointment of a new Collateral Trustee without the express written consent of a Tenant and King I; (3) not agree to any supplement, amendment, waiver or other modification of the Collateral Indenture or the Bond Purchase Agreement without the express written consent of a Tenant and King I; (4) give notice to King I as soon as practicable of the anticipated indefeasible payment in full of the Secured Obligations (as such term is defined in the Collateral Indenture); and (5) promptly and accurately convey to the Collateral Trustee the account instructions of King I in connection with the disbursement of the balances in the Debt Service Account, the Debt Service Reserve Account, the Work Stoppage Reserve Fund Account and the Surplus Account upon the indefeasible payment in full of the Secured Obligations (which instructions may include the designation of another entity to be such recipient).

(o) For the purposes of this Section 5(o), "Confidential Information" means information delivered to any Purchaser or holder (as such term is defined in the Bond Purchase Agreement) of a Bond by or on behalf of CCSF or Rocket Ball in connection with the transactions contemplated by or otherwise pursuant to this Consent that is proprietary in nature, *provided* that such term does not include information that (a) was publicly known or otherwise known to such Purchaser or holder prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such Purchaser or holder or any Person acting on such Purchaser's or holder's behalf or (c) otherwise becomes known to such Purchaser or holder other than through disclosure by CCSF or Rocket Ball. Each Purchaser and holder will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by such Purchaser or holder in good faith to protect confidential information of third parties delivered to such Purchaser or holder, *provided* that such Purchaser or holder may deliver or disclose Confidential Information to (i) its directors, officers, employees, agents, attorneys, trustees and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by its Bonds), (ii) its auditors, financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with this Section 5(o), (iii) any other holder of any Bond so long as such holder has agreed to be bound by this Section 5(o), (iv) any

Institutional Investor (as defined in the Bond Purchase Agreement) to which it sells or offers to sell such Bond or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by this Section 5(o)), (v) any federal or state regulatory authority having jurisdiction over such Purchaser or holder, (vi) the NAIC or the SVO or, in such case, any similar organization, or any nationally recognized rating agency that requires access to information about such Purchaser's or holder's investment portfolio, or (vii) any other Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to such Purchaser or holder, (x) in response to any subpoena or other legal process, (y) in connection with any litigation in which such Purchaser or holder is a party or (z) if an Event of Default has occurred and is continuing, to the extent such Purchaser or holder may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such Purchaser's or holder's Bonds or this Consent. Each holder of a Bond, by its acceptance of a Bond, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 5(o) as though it were a party to this Consent. On reasonable request by CCSF or Rocket Ball in connection with the delivery to any holder of a Bond of information required to be delivered to such holder under this Consent or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with CCSF and Rocket Ball embodying this Section 5(o).

(p) The Tenants agree that the confidentiality undertakings contained in that certain Confidentiality Agreement dated May 8, 2014 (the "**Confidentiality Agreement**") among NYL Investors LLC, the Original Tenant and the Current Tenant are superseded by the confidentiality undertakings contained in Section 5(b) of this Consent and that such Confidentiality Agreement shall, from and after the date of this Consent be terminated and have no further force or effect.

SECTION 6. Representations. Each Tenant hereby represents and warrants, jointly and severally, to the Authority and the Collateral Trustee as follows:

(a) All representations and warranties made by each Tenant in the Lease, the Non-Relinquishment Agreement or any of the other Project Documents are hereby incorporated by reference, with the same force and effect as if set forth in full herein and are repeated for the benefit of the Collateral Trustee and each of the holders of the Bonds;

(b) Each Tenant's execution and delivery of, and performance of its obligations under, this Consent have been duly authorized by all necessary limited partnership action and do not and will not (i) require any consent or approval except for those consents and approvals that have been obtained, or (ii) violate any provision of its certificate of limited partnership or partnership agreement or any provision of any law, rule or regulation, or any order, writ, judgment, injunction, decree, or similar matters, or breach any agreement presently in effect with respect to or binding on it; and

(c) This Consent, the financial statements listed in Schedule A hereto and the documents, certificates or other writings delivered to the Purchasers (as defined in the Bond Purchase Agreement) of the Bonds by or on behalf of the Current Tenant or the Original Tenant prior to December 8, 2014 in connection with the transactions contemplated hereby and identified

in Schedule A (this Consent and such documents, certificates or other writings and such financial statements delivered to each Purchaser being referred to, collectively, as the "**Disclosure Documents**"). taken as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made. Except as disclosed in the Disclosure Documents, since December 31, 2013, there has been no change in the financial condition, operations, business, properties or prospects of the Tenants except changes that could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on (i) the business, operations, affairs, financial condition or properties of the Tenants, (ii) the ability of the Tenants to perform their obligations under the Lease or the ability of the Original Tenant to perform its obligations under the Non-Relocation Agreement or (iii) the validity or enforceability of this Consent, the Lease or the Non-Relocation Agreement (collectively, a "**Material Adverse Effect**"). There is no fact known to the Original Tenant or the Current Tenant that could reasonably be expected to have a Material Adverse Effect that has not been set forth herein or in the Disclosure Documents.

SECTION 7. Amendments and Modifications of Consent. No amendment or modification of this Consent shall be valid or effective unless consented to in writing and signed by a duly authorized representative of each of the Tenants, the Authority and the Collateral Trustee (which consent of the Collateral Trustee will be given only upon its receipt of written direction from the Required Holders).

SECTION 8. Notices; Payments.

(a) Each Tenant shall furnish to the Collateral Trustee, at its office as specified in paragraph (b) of this Section 8 (or to such other Person or address as the Collateral Trustee may from time to time hereafter specify in writing), concurrently with the delivery thereof to the Authority, a copy of each notice given under the Lease and the Non-Relocation Agreement and each notice or demand delivered by the Tenant to the Authority under any other agreement to which it is a party. In addition, each of the Collateral Trustee and the Authority hereby irrevocably instructs each Tenant, and each Tenant hereby agrees, that all payments of Residual Area Rent to be made by either Tenant to or for the benefit of the Authority under the Lease shall be made directly to the Collateral Trustee, in immediately available funds, for deposit into the Disbursement Account (as defined in the Collateral Indenture), or to such other Person at such other address or account as the Collateral Trustee may be directed in writing by the Required Holders to from time to time specify in writing to each Tenant.

(b) All notices, offers, acceptances, approvals, waivers, requests, demands and other communications hereunder shall be in writing, shall be addressed as provided below and shall be considered as properly given (i) if delivered in person, (ii) if sent by express courier service (including Federal Express, United Parcel Service and other similar express delivery services), (iii) in the event overnight delivery services are not readily available, if mailed through the United States Postal Service, postage prepaid, registered or certified with return receipt requested, or (iv) if sent by facsimile and confirmed; **provided**, that in the case of a notice by facsimile, the sender shall in addition confirm such notice by writing sent in the manner specified in clauses (i), (ii) or (iii) of paragraph (b) of this Section 8. All notices shall be effective upon receipt by the addressee; **provided**, however, that if any notice is tendered to an addressee and the

delivery thereof is refused by such addressee, such notice shall be effective upon such tender. For the purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that any party shall have the right to change its address for notice hereunder to any other location by giving written notice to the other party in the manner set forth herein. The initial addresses of the parties hereto are as follows:

- (i) If to the Original Tenant, to it at:

Rocket Ball, Ltd.
1510 Polk Street
Houston, Texas 77007
Attention: General Counsel
Email: marcusj@rocketball.com

With a copy to:

Baker Botts L.L.P.
One Shell Plaza
910 Louisiana
Houston, Texas 77002-4995
Attn: Lyman Paden, Esq.
Facsimile: (713) 229-2819
Email: lyman.paden@bakerbotts.com

- (ii) If to the Current Tenant, to it at:

Clutch City Sports & Entertainment, L.P.
1510 Polk Street
Houston, Texas 77007
Attention: General Counsel
Email: marcusj@rocketball.com

With a copy to:

Baker Botts L.L.P.
One Shell Plaza
910 Louisiana
Houston, Texas 77002-4995
Attn: Lyman Paden, Esq.
Facsimile: (713) 229-2819
Email: lyman.paden@bakerbotts.com

(iii) If to the Authority, to it at:

Harris County-Houston Sports Authority
4 Houston Center
1331 Lamar Street, Suite 700
Houston, Texas 77010
Attention: Jarvis Burke, Ch. of Executive Officer
Facsimile: (713) 308-5959
Email: jburke@houstoniaa.org

(iv) If to King I, to it at:

King I L.P.
1510 Polk Street
Houston, Texas 77007
Attention: General Counsel
Email: marcusj@rocketball.com

With a copy to:

Baker Botts L.L.P.
One Shell Plaza
910 Louisiana
Houston, Texas 77002-4995
Attn: Lyman Paden, Esq.
Facsimile: (713) 229-2819
Email: lyman.paden@bakerbotts.com

(v) If to the Collateral Trustee, to it at:

The Bank of New York Mellon Trust Company, National Association
601 Travis, 17th Floor
Houston, Texas 77002
Attention: Global Corporate Trust - Houston Sports Authority
Facsimile: (713) 483-6986
Email: germaine.morgan@bnymellon.com

SECTION 9. Successors and Assigns. This Consent shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns and shall also inure to the benefit of the Purchasers and the holders from time to time of the Bonds (provided that the Purchasers and such holders shall have the right to enforce the provisions of this Consent in accordance with the terms of the Collateral Indenture).

SECTION 10. Governing Law; Jurisdiction; Waiver of Jury Trial. **THIS CONSENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO PRINCIPLES**

THEREOF RELATING TO CONFLICTS OF LAW TO THE EXTENT THAT THEY WOULD REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION, EACH OF THE PARTIES HERETO (I) IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY TEXAS STATE COURT OR FEDERAL COURT SITTING IN HARRIS COUNTY, TEXAS IN ANY ACTION ARISING OUT OF THIS CONSENT, (II) AGREES THAT ALL CLAIMS IN SUCH ACTION MAY BE DECIDED IN SUCH COURT, (III) WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM AND (IV) CONSENTS TO THE SERVICE OF PROCESS BY MAIL. A FINAL JUDGMENT IN ANY SUCH ACTION SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE LEGAL PROCESS IN ANY MANNER PERMITTED BY LAW OR AFFECT ITS RIGHT TO BRING ANY ACTION IN ANY OTHER COURT. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONSENT, ANY LEASE DOCUMENT, OR ANY OTHER INSTRUMENT OR DOCUMENT DELIVERED HEREUNDER OR THEREUNDER.

SECTION 11. Limitation of Liability of Authority and its Officers, Employees and Agents. No provision, covenant or agreement contained in this Consent, or any obligation herein or therein imposed upon the Authority, or the breach thereof, shall constitute or give rise to or impose upon any of the Authority's officers, employees or agents a pecuniary liability or give rise to or impose a charge upon the Authority's general credit or taxing powers. In making the agreements, provisions and covenants set forth in this Consent, the Authority has not obligated itself in relation to the Bonds and the payment thereof except with respect to the Collateral and the application thereof as herein provided.

SECTION 12. No Recourse Against Others. No recourse under or upon any obligation, covenant, or agreement contained in this Consent or for any claim based thereon or otherwise in respect thereof, shall be had against any incorporator, or against any past, present, or future director, officer, or employee, as such, of the Authority, or any successor corporation or entity, either directly or through the Authority, whether by virtue of any constitution or statute or rule of law, or by the enforcement of any assessment, judgment, or penalty, or otherwise; it being expressly understood that this Consent is solely a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, the incorporators, directors, officers, or employees, as such, of the Authority, or any successor corporation or entity, or any of them, because of the creation of indebtedness hereby authorized, or under or by reason of the obligations, covenants, or agreements contained in this Consent or implied therefrom, and that any and all such personal liability either at common law or equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, director, officer, or employee, as such, are hereby expressly waived and released as a condition of, and in consideration for, the execution of this Consent.

SECTION 13. Concerning the Collateral Trustee. The Collateral Trustee has been instructed in the Collateral Indenture to execute and deliver this Consent. In doing so, the parties hereto understand and agree that (a) the Collateral Trustee has no duty to monitor compliance or performance by any party hereto of any of its respective covenants, representations or warranties,

or other obligations made hereunder or under the Lease or the Non-Relocation Agreement, (b) the Collateral Trustee will not be deemed to have notice or knowledge of any breach or default by any party hereunder or under the Lease or the Non-Relocation Agreement if the conditions precedent thereto set forth in Section 9.6 of the Collateral Indenture have not been complied with, (c) the Collateral Trustee will have no liability whatsoever under the terms of this Consent to the Original Tenant, the Current Tenant or King I for any action taken or omitted to be taken by the Collateral Trustee at the direction of the Required Holders and (d) the Collateral Trustee shall have all the rights, privileges, immunities and indemnities when acting or omitting to act under the terms of this Consent as fully as if the rights, privileges, immunities and indemnities set forth in the Collateral Indenture were repeated in full in this Consent.

SECTION 14. Severability. Every provision of this Consent is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the other terms and provisions hereof, which terms and provisions shall remain binding and enforceable, and to the extent possible all of such other provisions shall remain in full force and effect.

SECTION 15. Waiver of Acceptance. Each Tenant hereby waives notice of acceptance of this Consent or any of the terms or provisions hereof by any holder of the Bonds.

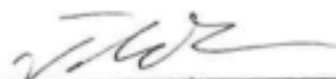
SECTION 16. Survival. All representations and warranties contained herein or made in writing by each Tenant in connection herewith shall survive the execution and delivery of this Consent and the issuance of the Bonds, regardless of any investigation made by a Purchaser or any other person.

SECTION 17. Counterparts. This Consent may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, each of the Original Tenant, the Current Tenant, King I, the Authority and the Collateral Trustee has duly executed this Consent as of the date first above written.

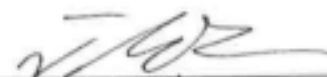
ROCKET BALL, LTD.

By: J.L.A Sports, Inc., its General Partner

By: 
Name: Paul Brown
Title: President

CLUTCH CITY SPORTS & ENTERTAINMENT,
L.P.


By: Alexander Tara, L.L.C., its General Partner

By: 
Name: Paul Brown
Title: President

KING I L.P.

By: King II L.L.C, its General Partner

By: LLA Sports, Inc., its sole manager

By: 
Name: Paul Brown
Title: President

HARRIS COUNTY-HOUSTON SPORTS
AUTHORITY

By: 
Chair, Board of Directors

By: 
Secretary-Treasurer, Board of Directors

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION, as
Collateral Trustee

By:  _____
Name: James J. Prichard
Title: Vice President

SCHEDULE A TO
CONSENT AND AGREEMENT

Financial Statements of Tenants

Annual Reports of the Current Tenant for the Fiscal Years ending June 30, 2010, June 30, 2011,
June 30, 2012 and June 30, 2013

Annual Reports of the Original Tenant for the Fiscal Years ending June 30, 2010, June 30, 2011,
June 30, 2012 and June 30, 2013

EXHIBIT A TO
CONSENT AND AGREEMENT

COMPLIANCE CERTIFICATE

EACH OF THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. This certificate is being delivered by Rocket Ball, Ltd. ("**Rocket Ball**") and Clutch City Sports & Entertainment, L.P. ("**CCSE**") pursuant to Section 5(a)(iv)(I) of the Consent and Agreement (the "**Consent**"), dated as of December 1, 2014, among Rocket Ball, CCSE, King I, Harris County-Houston Sports Authority (the "**Authority**") and The Bank of New York Mellon Trust Company, National Association, as Collateral Trustee for the holders from time to time of the Bonds referred to below (together with its successors and assigns, the "**Collateral Trustee**").
2. Each of the undersigned is a Senior Financial Officer (as defined in the Consent) of Rocket Ball or CCSE.
3. The undersigned has reviewed the terms of that certain Bond Purchase Agreement, dated as of December 1, 2014 (as it may be amended, supplemented or otherwise modified, the "**Bond Purchase Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among the Authority and the purchasers of the Bonds party thereto.
4. Attached hereto as Annex A are true and correct computations demonstrating compliance by CCSE and/or Rocket Ball, as applicable, with the CCSE Debt Service Coverage Ratio and the Combined Debt Service Coverage Ratio.

The foregoing certifications, together with the computations set forth in the Annex A hereto and the financial statements of the Authority delivered with this Compliance Certificate in support hereof, are made and delivered [mm/dd/yy] pursuant to Section 5(a)(v)(I) of the Consent.

ROCKET BALL, LTD.

By: I.L.A Sports, Inc., its General Partner

By: _____
Name:
Title:

CLUTCH CITY SPORTS & ENTERTAINMENT,
L.P.

By: Alexander Tara, L.L.C., its General Partner

By: _____

Name:
Title:

ANNEX A TO
COMPLIANCE CERTIFICATE

(CCSE DEBT SERVICE COVERAGE RATIO) FOR THE FISCAL YEAR ENDING
[mm/dd/yyyy] (the "Subject Period").¹

1. EBITDA/Residual Arena Rent/Owner Contributions: (i)+(ii)+(iii) = \$[_____]
- (i) CCSE's EBITDA for the Subject Period: \$[_____]
- (ii) Residual Arena Rent owing during the Subject Period: \$[_____]
- (iii) Contributions made by the owners of CCSE, and retained during the Subject Period. \$[_____]
2. Residual Arena Rent:
The Residual Arena Rent owing during the Subject Period: \$[_____]
3. CCSE Debt Service Coverage Ratio: The ratio of EBITDA/Residual Arena Rent/Owner Contributions to Residual Arena Rent : (1) : (2)² = [] : 1.00

¹ All amounts included in these calculations shall be measured as of the test date occurring on the last day of CCSE's Fiscal Year.

² Must not be less than 2.00:1.00.

**(COMBINED DEBT SERVICE COVERAGE RATIO) FOR THE FISCAL YEAR ENDING
[mm/dd/yyyy] (the "Subject Period").²**

- | | | |
|----|--|-------------|
| 1. | <u>EBITDA/Residual Arena Rent/Owner Contributions:</u> (i)+(ii)+(iii)+(iv)= | \$ _____ |
| | (i) EBITDA of CCSE for the Subject Period: | \$ _____ |
| | (ii) EBITDA of Rocket Ball for the Subject Period: | \$ _____ |
| | (iii) Residual Arena Rent owing during the Subject Period: | \$ _____ |
| | (iv) Contributions made by the owners of CCSE or Rocket Ball to CCSE or Rocket Ball and retained during the Subject Period: | \$ _____ |
| 2. | <u>Residual Arena Rent/Debt Service:</u> (i)+(ii)+(iii) = | \$ _____ |
| | (i) Residual Arena Rent owing during the Subject Period: | \$ _____ |
| | (ii) CCSE Debt Service: | \$ _____ |
| | (iii) Rocket Ball Debt Service: | \$ _____ |
| 3. | <u>Combined Debt Service Coverage Ratio:</u> The ratio of EBITDA/Residual Arena Rent/Owner Contributions to Residual Arena Rent/CCSE Debt Service/Rocket Ball Debt Service: (1) : (2) ⁴ = | ___ : 1.00 |

² All amounts included in these calculations shall be measured as of the test date occurring on the last day of the Combined Fiscal Year.

⁴ Must not be less than 1.70:1.00.