SECOND AMENDMENT TO
SOCCER COMPLEX LEASE AGREEMENT

This SECOND AMENDMENT TO SOCCER COMPLEX LEASE AGREEMENT (this "Second Amendment") is made this ___ day of October, 2016, by and between the City of Frisco, Texas, a home rule municipality organized under the laws of the State of Texas ("Lessor" or "City"), and Frisco Stadium, LLC, a Texas limited liability company, successor to Frisco Stadium, LP, which was itself a successor to Dallas Soccer, L.P. ("Lessee"). The City and Lessee are sometimes referred to herein collectively as the "Parties" or singularly as a Party.

RECITALS:

A. On or about April 3, 2003, the Parties entered into that certain Soccer Complex Lease Agreement dated April 3, 2003 (the "Original Lease") covering the Leased Premises as defined in the Lease.

B. On or about September 15, 2015, the Parties entered into that certain First Amendment To Soccer Complex Lease Agreement (the "First Amendment", which together with the Original Lease are sometimes referred to herein as the "Lease Agreement"), that among other matters, obligated Lessee to construct certain capital improvements to the Stadium as generally described in Exhibit "C" thereto, which capital improvements were defined therein as the Project.

C. The First Amendment also referenced that certain Reimbursement Agreement dated December 17, 2015 (the "Reimbursement Agreement"), entered into by and between Lessee and the Frisco Community Development Corporation ("FCDC") through which the FCDC committed to reimburse Lessee up to the amount of $39,000,000.00 for Project Costs.

D. Following the execution of the First Amendment, Lessee obtained bids for the work constituting the Project, which bids far exceeded the anticipated Project Costs, and thereafter in consultation with the City and the FCDC revised the scope of the Project and created a new budget for such revised scope.

E. The City desires to incent Lessee to complete the revised seating in the stadium bowl and suites no later than December 7, 2017, in order to accommodate the NCAA Football Championship game currently scheduled and has included a further reduction in the Additional Annual Rent for such timely completion.

F. The Parties now desire to amend the Lease Agreement to revise the scope of the Project.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree to amend and modify the Lease Agreement as follows:

1. If not defined herein, capitalized terms shall have the same meaning as in the Lease Agreement.

2. Section 3 of the First Amendment adding a new provision to Section 2 of the Original Lease establishing Additional Rent payable by Lessee is hereby revised to increase the amount of the additional annual rent (the "Additional Rent") from One Million Dollars ($1,000,000.00) to One Million Fifty Thousand Dollars ($1,050,000.00), payable in two (2) semi-annual installments of Five Hundred Twenty-Five Thousand Dollars ($525,000.00) each. In all other respects, the provisions of Section 3 of the First Amendment shall remain unchanged.

3. In the event Lessee has the seating for the stadium bowl and suites required under the revised scope of the Project completed and accepted by the City no later than December 7, 2017, the City will amend this Second Amendment to reduce the Additional Annual Rent Fifty Thousand and No/100ths Dollars ($50,000.00).

4. Section 5 of the First Amendment revising Section 4.6 of the Original Lease is hereby amended to revise the date by which Lessee must have commenced construction of the Project from May 31, 2016 to October 10, 2016. In all other respects, the provisions of Section 4.6 shall remain unchanged.

5. Exhibit "C" attached to and incorporated into the First Amendment is hereby deleted in its entirety and the Revised Exhibit "C," including Exhibits "C-1" through "C-3," attached hereto and incorporated herein for all purposes are substituted therefore.

6. All provisions of the Lease not in conflict herewith are hereby ratified and shall remain in full force and effect.

7. The signatory for each Party hereto expressly affirms that he/she is the authorized representative of such party, that this Second Amendment has been approved by all requisite action by such Party, that there are no consents or authorizations from any other party necessary or required for the approval of this Second Amendment by such Party, and that, upon full and final execution by all Parties hereto, this Second Amendment shall become a binding and enforceable agreement between the Parties hereto.

8. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute an instrument.

IN WITNESS WHEREOF, this First Amendment is hereby executed to be effective on the date first written above.

LESSOR:

CITY OF FRISCO, TEXAS

By:_____
George Purefoy, City Manager

LESSEE:

FRISCO STADIUM, LLC,
a Texas limited liability company

By:_____
Name:_____
Title:_____

Exhibits attached:
Revised Exhibit C
Exhibit C-1
Exhibit C-2
Exhibit C-3

REVISED EXHIBIT "C"

Project Description

South End Zone Complex

The south end zone complex consists of approximately 62,000 square feet of new construction and a structured canopy roof located above the south end zone seating. The scope of the south end zone complex improvements, at a minimum, shall consist of those elements depicted on the attached Exhibit "C-1," pages A110-112, together with finishes at least equal to or better than those shown on Exhibit "C-2," pages A115 – 122, and all fixtures, furnishings and equipment ("FFE") required to support the operations of the depicted spaces.

Suite Level Expansion

The suite level expansion consists of approximately 2,700 square feet of new construction on the north and south ends of the existing suite level (including providing overflow press accommodations for major events). The scope of the suite level expansion improvements, at a minimum, shall consist of those elements shown on Exhibit "C-3," page A114, together with finishes equal to or better than the finishes in the existing suites and all FFE required to support the operations of the depicted spaces.

Stadium Audio/Video Renovations

The Stadium A/V improvements shall consist of the following:

a. Replace existing NE / NW Video Boards with current technology
b. Replace existing Sound System with current technology
c. Improve wireless connectivity for operational purposes for major events
d. Provide all FFE required to support the operations of the foregoing improvements.

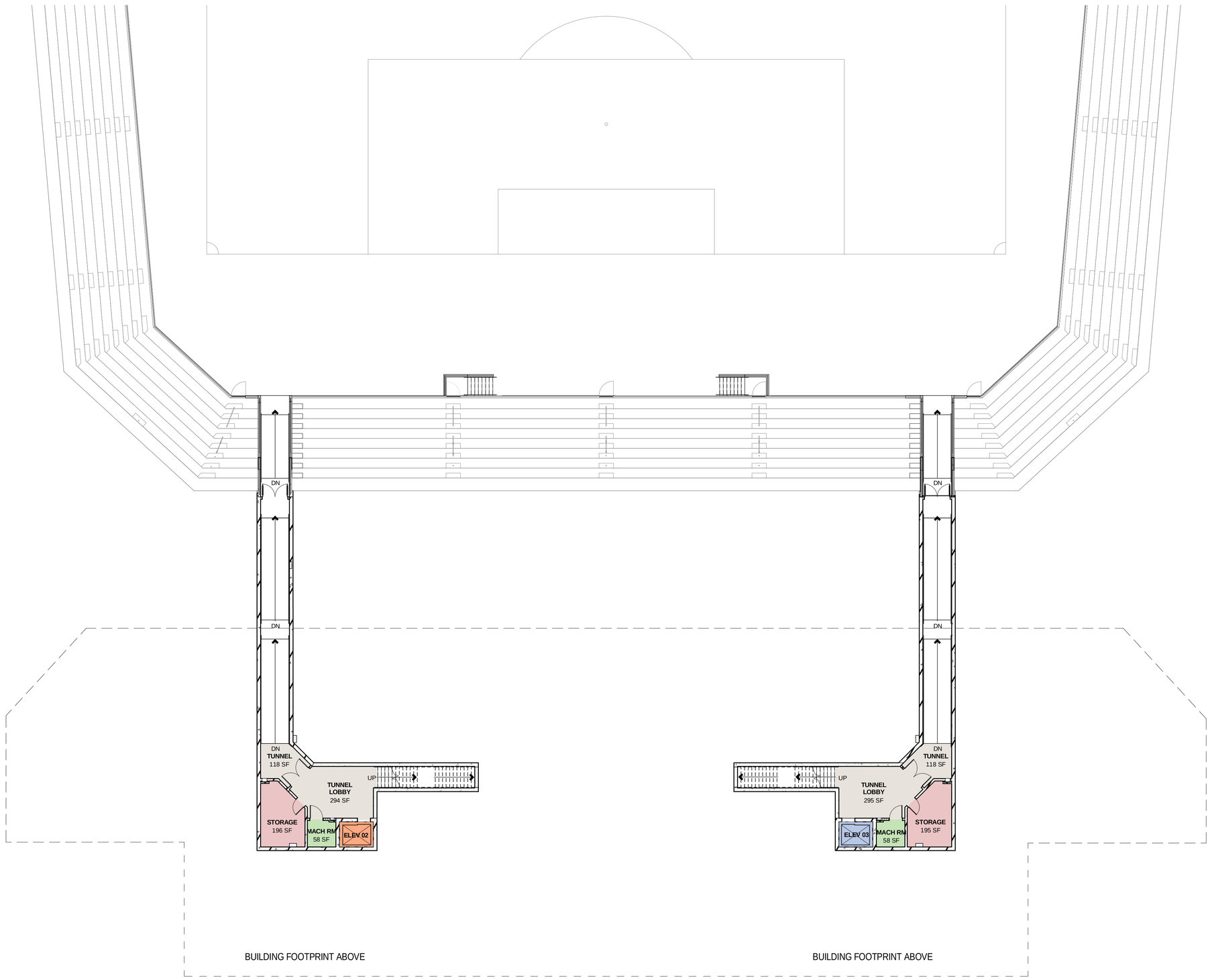
Optional Additional Improvements for the Project in Order of Priority (subject to availability of funding under the FCDC Reimbursement Agreement or funding by Lessee, including appropriate FFE):

a. Press Box improvements
b. Updates to other Stadium video boards
c. 12,500 square foot Storage facility
d. North Concourse Lamar Hunt Tailgate Site improvements
e. Security System upgrades
f. Additional Complex Canopy structures

Each phase shall also include all customary costs for architectural, engineering, accounting, legal and similar fees paid to third parties necessary to complete that phase of the Project.

All exhibits referenced above are incorporated herein for all purposes.

EXHIBIT "C-1"
A110-A112



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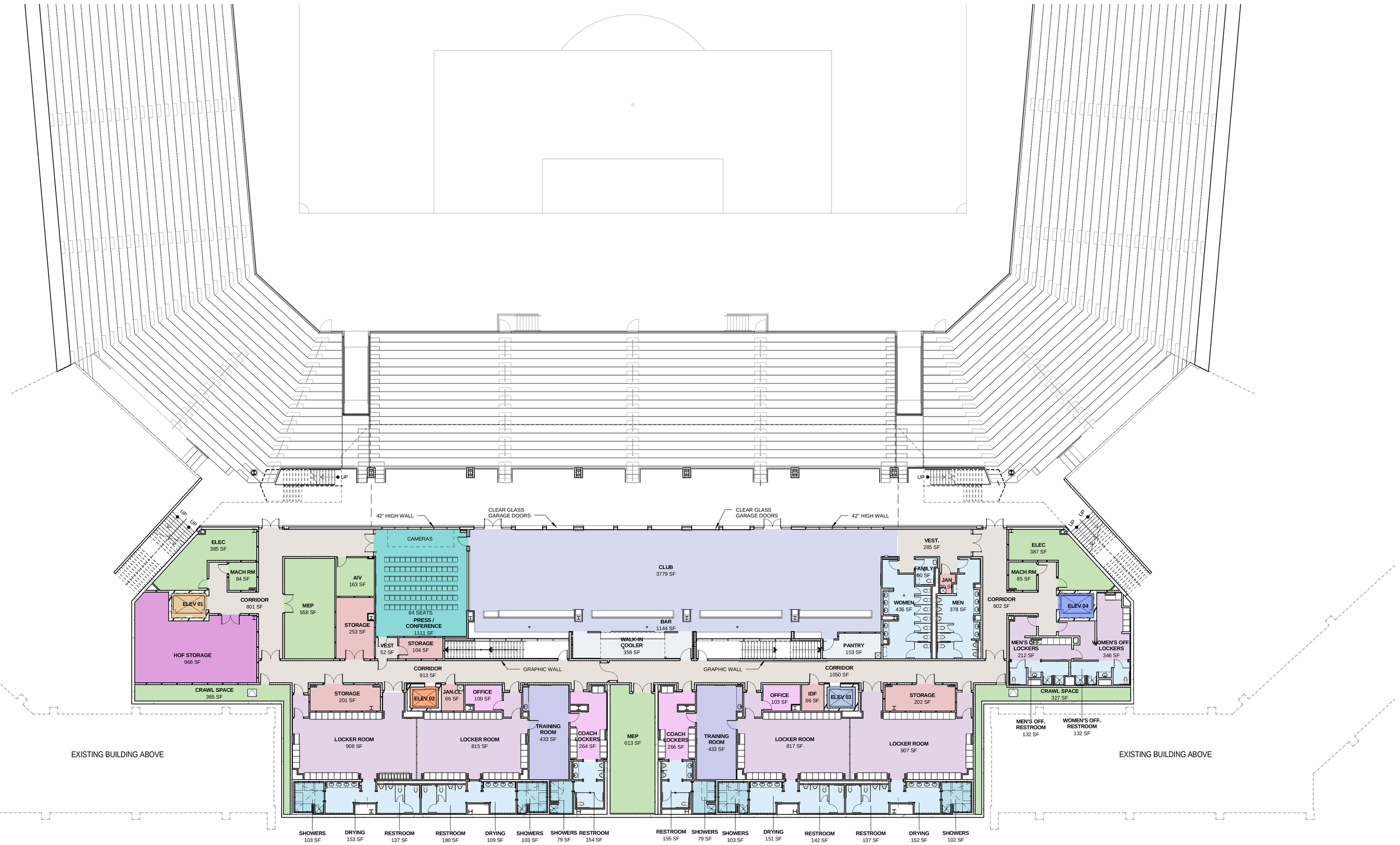
TOYOTA STADIUM RENOVATIONS

OCTOBER 18, 2016

HOF - FIELD LEVEL TUNNEL

A110



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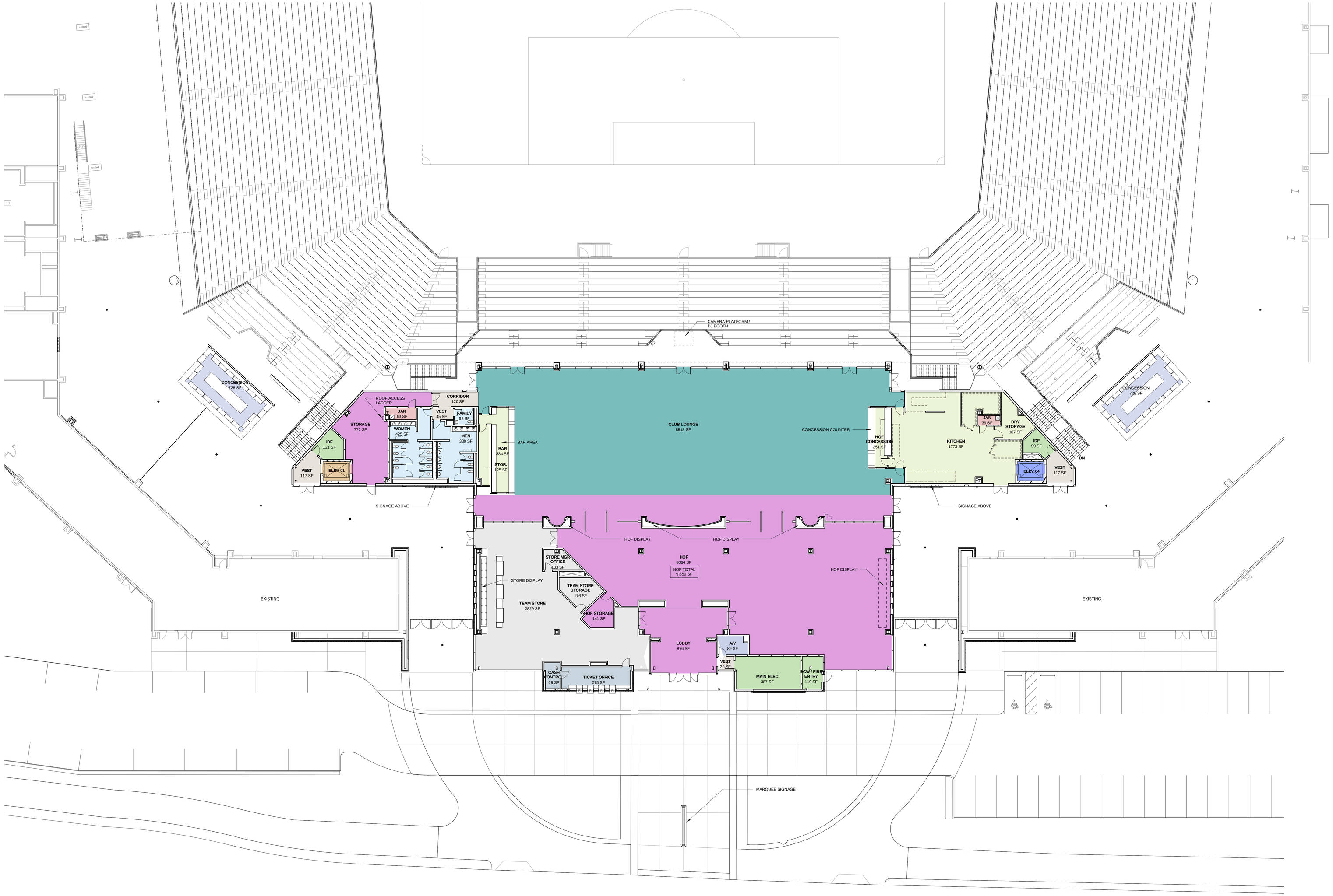
TOYOTA STADIUM RENOVATIONS

OCTOBER 18, 2016

HOF - LOCKER ROOMS AND CLUB

A111



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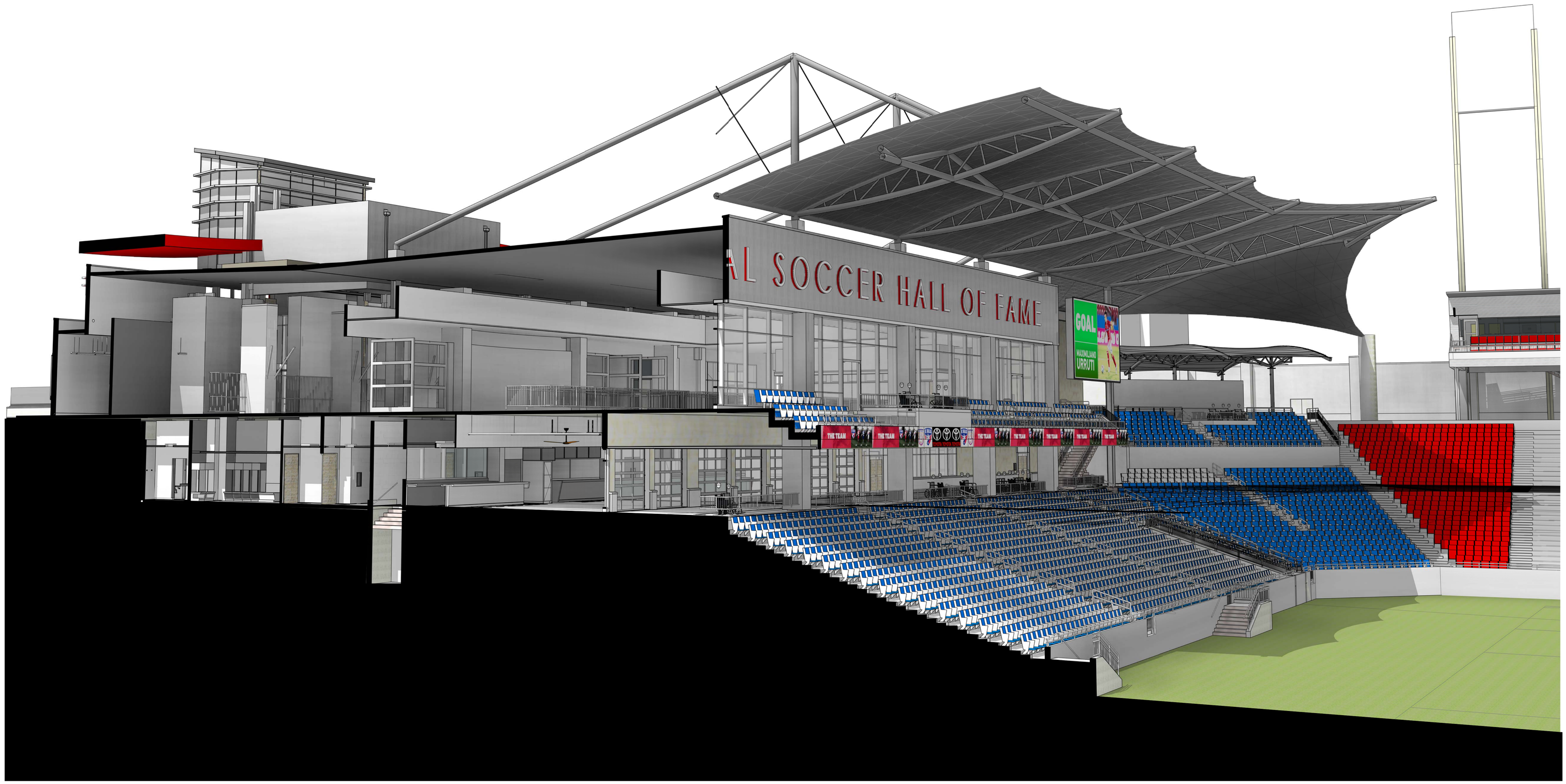
TOYOTA STADIUM RENOVATIONS

OCTOBER 18, 2016

HOF - MAIN CONCOURSE

A112

EXHIBIT "C-2"
A115 – A121



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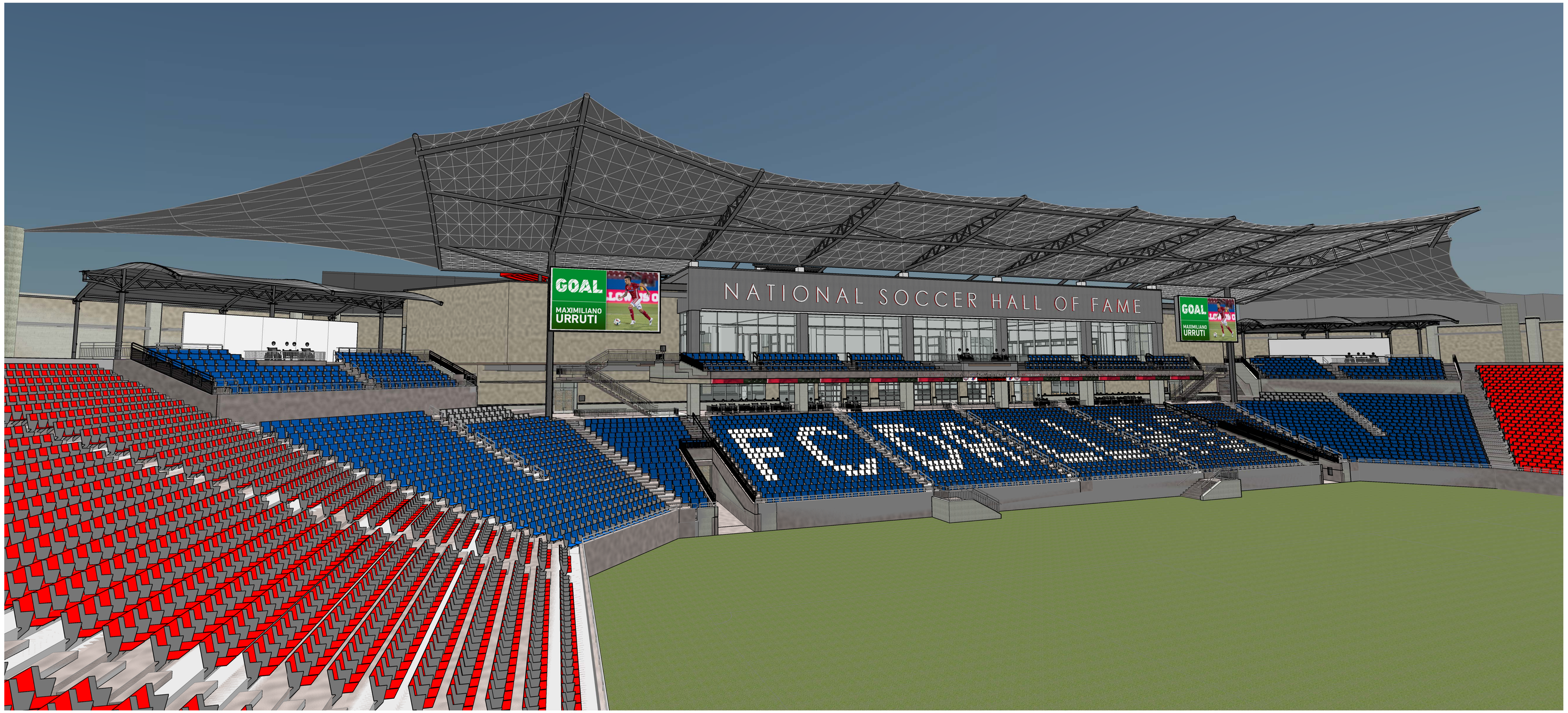
TOYOTA STADIUM RENOVATIONS

OCTOBER 18, 2016

PERSPECTIVE

A115



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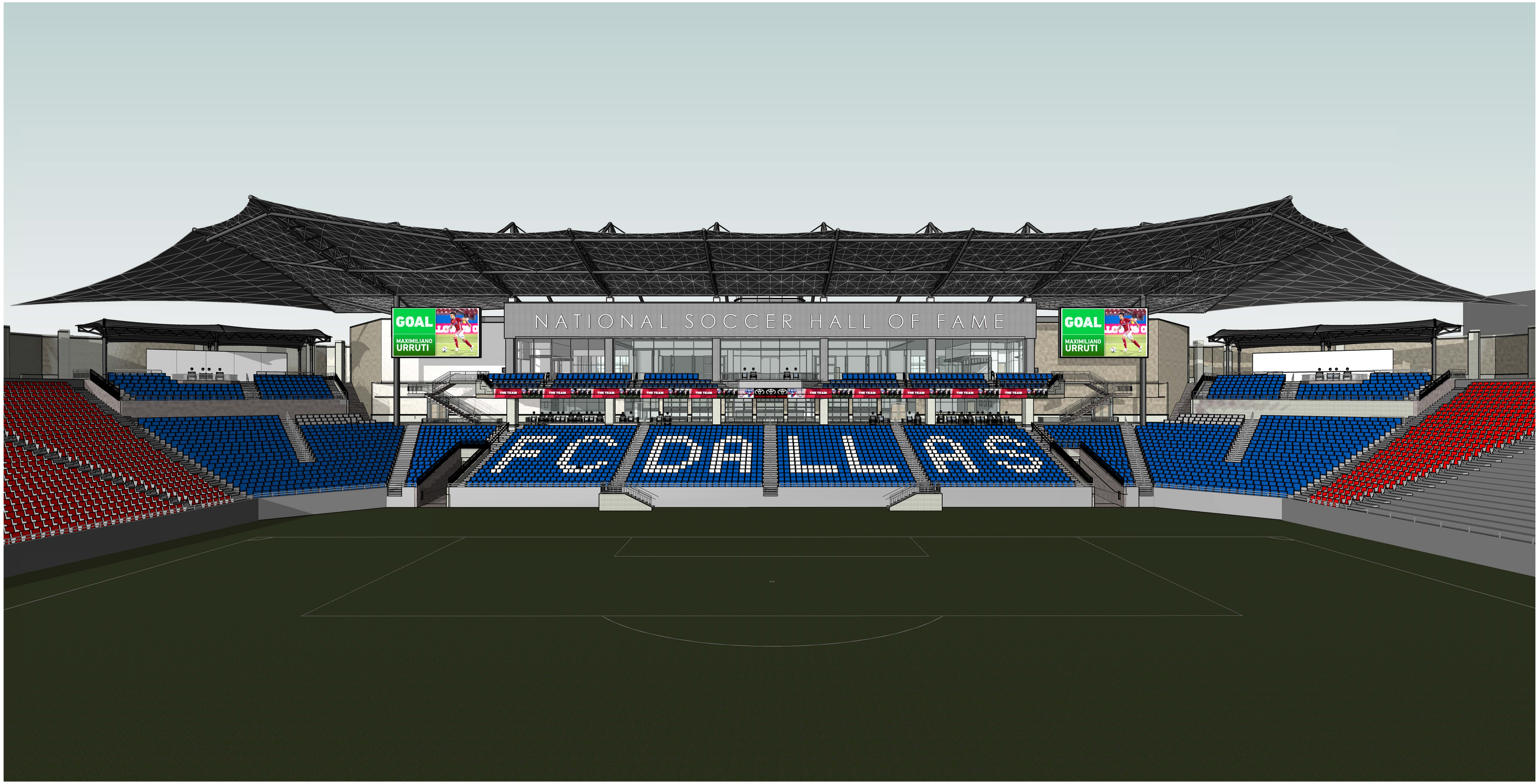
TOYOTA STADIUM RENOVATIONS
OCTOBER 18, 2016

PERSPECTIVE VIEW

A116



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TOYOTA STADIUM RENOVATIONS
OCTOBER 18, 2016

PERSPECTIVE VIEW

A117

DALLAS 'TIL I DIE

FC DALLAS
96
44
27
24
17
12
23
21
11
10
37
GONZALEZ
WATSON
HEDGES
LOYD
HOLLINGSHEAD
ACOSTA
BARRIOS
CASTILLO
DIAZ
URRUTI
13
8
16
14
AKINDELE
ULLOA
CRAFT
HARRIS

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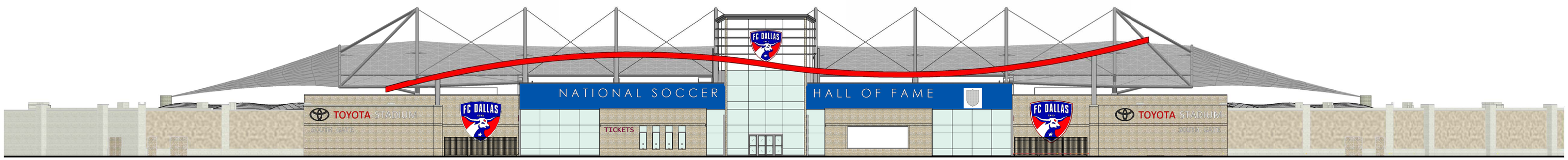
TOYOTA STADIUM RENOVATIONS
OCTOBER 18, 2016

FRONT ENTRANCE

A120



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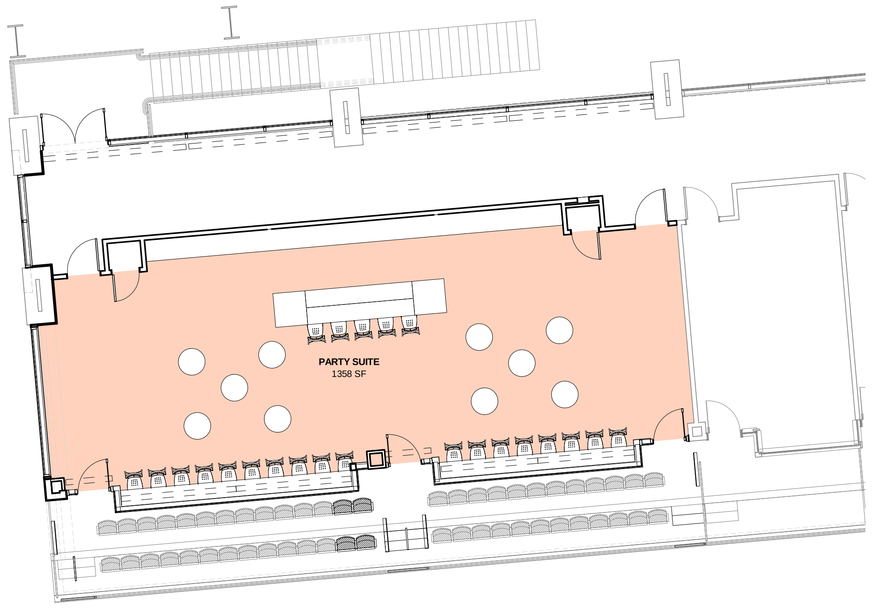
OCTOBER 18, 2016

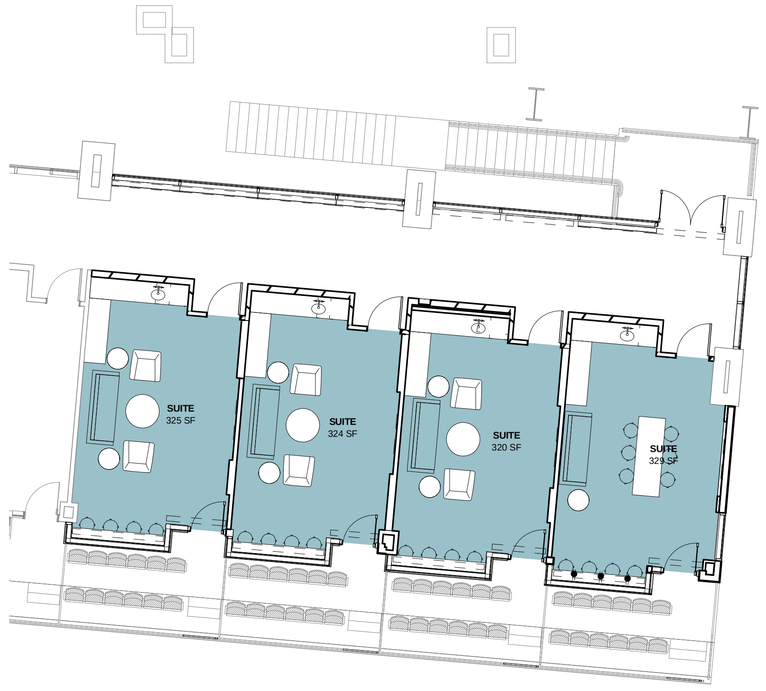
EXTERIOR ELEVATION

A121

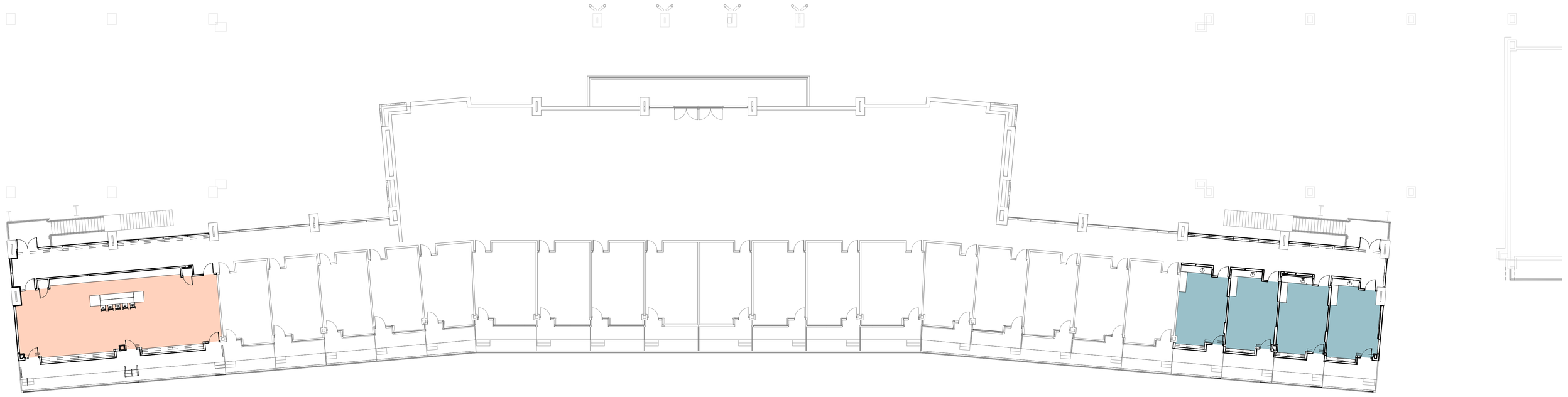
EXHIBIT "C-3"
A114



SOUTH SUITE LEVEL FLOOR PLAN
1/8" = 1'-0"



NORTH SUITE LEVEL FLOOR PLAN
1/8" = 1'-0"



WEST SUITE BUILD
BUILD OUT - BRIDGE
1/16" = 1'-0"

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TOYOTA STADIUM RENOVATIONS
OCTOBER 18, 2016

WEST SUITE BUILD OUT

A114