FIRST AMENDMENT TO THE
FRISCO COMMUNITY DEVELOPMENT CORPORATION
REIMBURSEMENT AGREEMENT

This FIRST AMENDMENT TO THE FRISCO COMMUNITY DEVELOPMENT CORPORATION REIMBURSEMENT AGREEMENT (this "First Amendment") by and between FRISCO STADIUM, LLC, a Texas limited liability company ("FSLLC") and the FRISCO COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation ("FCDC"), is made and executed to be effective October ___, 2016 (the "Effective Date"). FSLLC and FCDC are each referred to herein as a "Party" and collectively as the "Parties".

Words or phrases used in this First Amendment that have their initial letters capitalized shall have the meanings given to them in the Agreement or elsewhere in this First Amendment, unless the context in which the words or phrases are used clearly require a different meaning.

RECITALS

WHEREAS, the Parties hereto have entered into that certain Reimbursement Agreement dated to be effective December 17, 2015, wherein the FCDC agreed to reimburse FSLLC for its Project Costs incurred in the design, management, construction and installation of certain Capital Improvements to Toyota Stadium in the City of Frisco, Texas;

WHEREAS, the maximum amount of reimbursement by FCDC to FSLLC for such Project Costs has been established in the Agreement at $39,000,000.00;

WHEREAS, FSLLC and the City of Frisco, Texas ("City") have agreed to reduce the scope of the Project and have requested the FCDC to approve such reduced scope also;

WHEREAS, the FCDC has reviewed the revised scope of the Project and is agreeable with continuing its commitment to reimburse up to $39,000,000.00 in Project Costs for such revised scope of work; and

WHEREAS, FSLLC has requested, and the FCDC has agreed, to amend the Agreement to revise certain conditions to FSLLC's qualification for such reimbursements, including the description of those Capital Improvements contained in the revised scope of the Project which FSLLC is required to construct and the date by which FSLLC must commence construction of such Capital Improvements.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement in the following particulars:

1. Exhibit "A" of the Agreement that describes the Capital Improvements to the Stadium is hereby replaced in its entirety by Amended Exhibit "A," including Exhibits "A-1" through "A-3," all of which are attached to this First Amendment and are incorporated herein for all purposes. From and after the date of this First Amendment, the Capital Improvements that

must be constructed as a condition to FSLLC's qualification for reimbursement payments from the FCDC under the terms of the Reimbursement Agreement shall be those set forth in Amended Exhibit "A," including Exhibits "A-1" through "A-3".

2. The date by which FSLLC must commence construction of the Capital Improvements contained in Section 4(d) of the Agreement is hereby changed from May 31, 2016 to October 10, 2016, subject to Force Majeure delay and other delays approved by the City.

3. All provisions in the Agreement not in conflict herewith are hereby ratified and shall remain in full force and effect.

4. The signatory for each Party hereto expressly affirms that he/she is the authorized representative of such Party; that this First 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 First Amendment by such Party; and that upon full and final execution by all Parties, this First Amendment shall become a binding and enforceable agreement between the Parties hereto.

5. This First 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 executed by the Parties to be effective on the date first written above.

FSLLC:

FRISCO STADIUM, LLC,
a Texas limited liability company

By:_____
Name:_____
Title:_____

FCDC:

FRISCO COMMUNITY DEVELOPMENT
CORPORATION, a Texas non-profit corporation

By:_____
Michael Gfeller, President

ATTEST:

_____
Secretary

AMENDED EXHIBIT "A"
PROJECT DESCRIPTION

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.

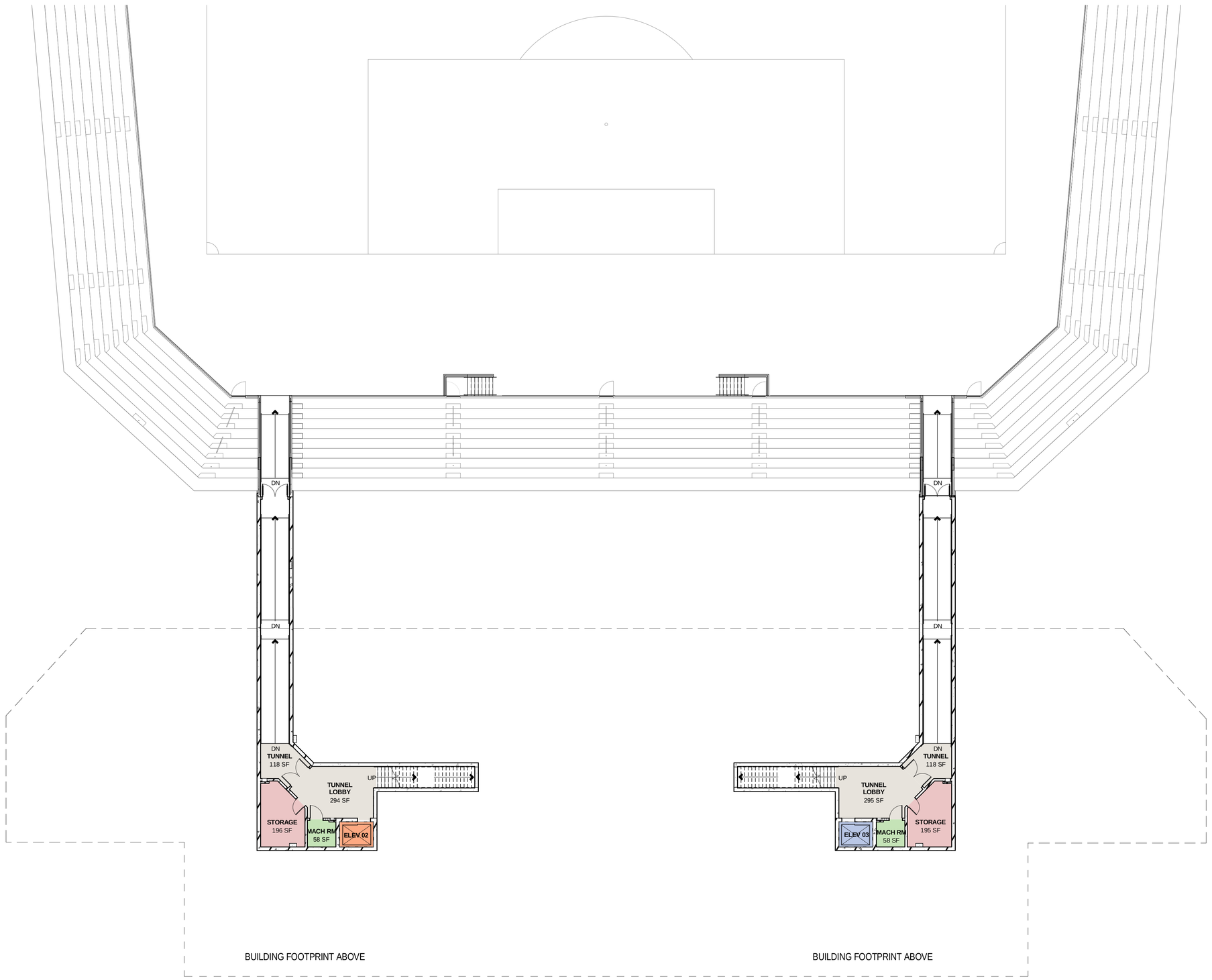
Optional Additional Improvements for the Project in Order of Priority (subject to availability of funding under the FCDC Reimbursement Agreement or funding by Lessee, including appropriate FFE):

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 "A-1"
A110-112



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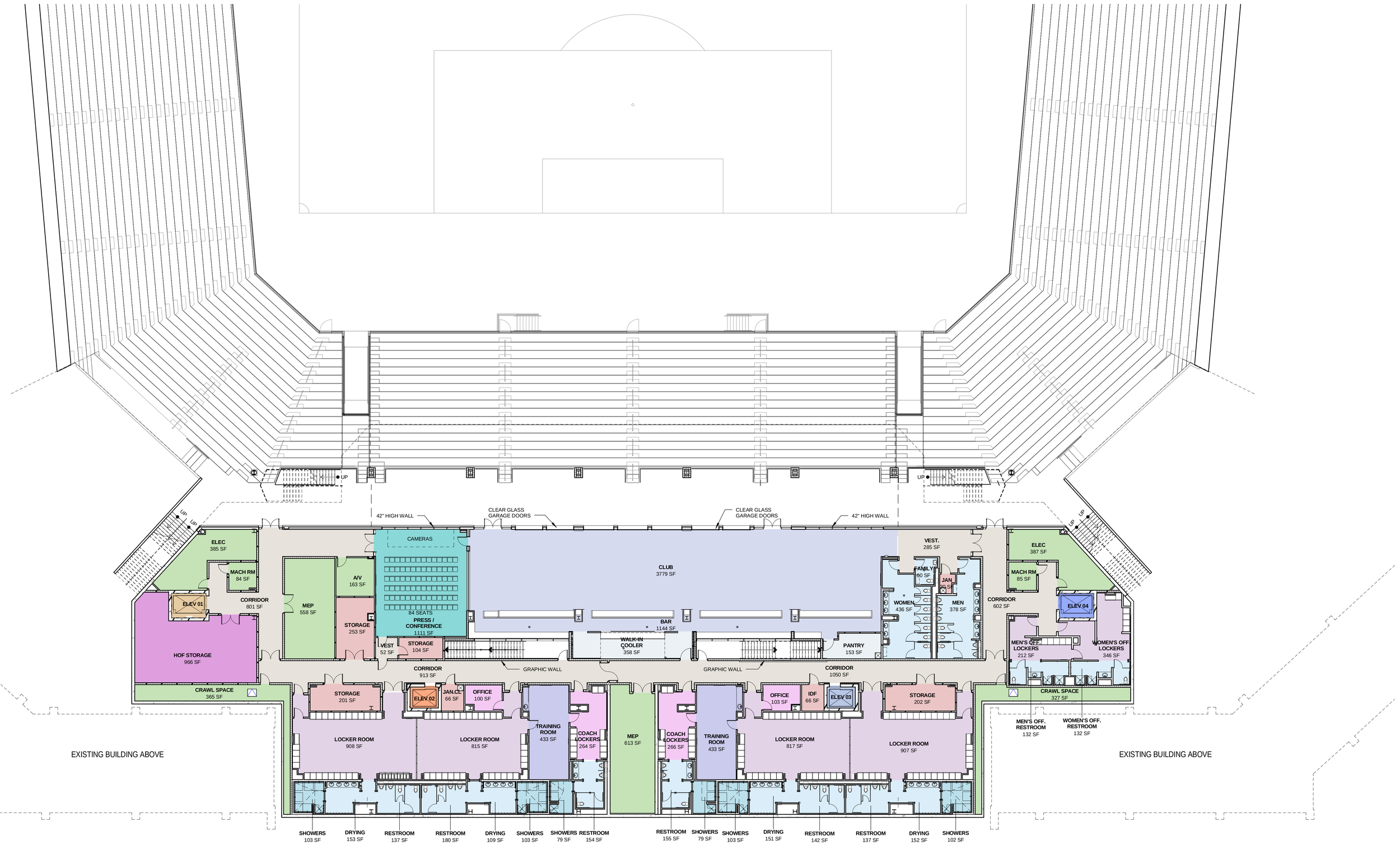
TOYOTA STADIUM RENOVATIONS

OCTOBER 18, 2016

HOF - FIELD LEVEL TUNNEL

A110



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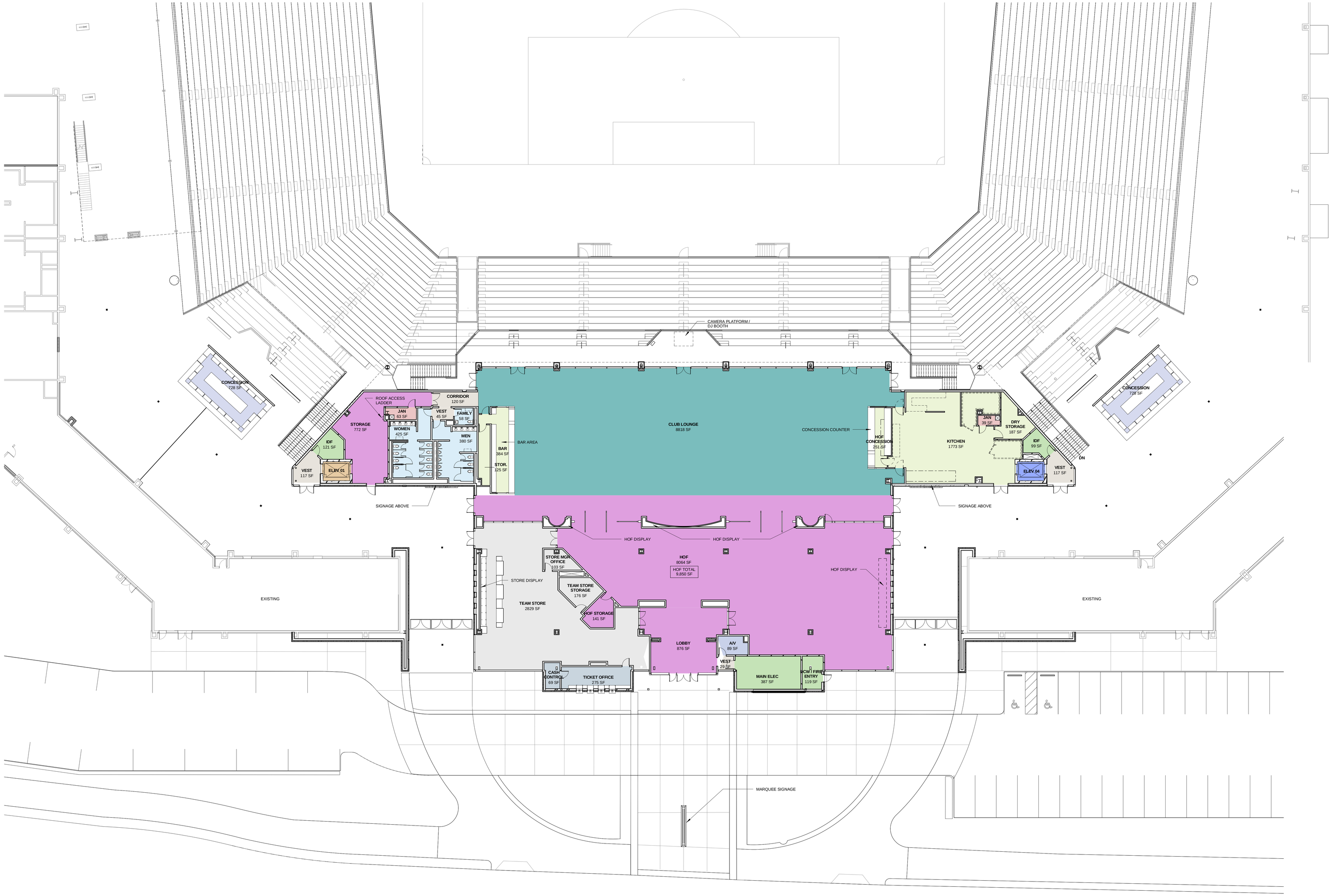
TOYOTA STADIUM RENOVATIONS

OCTOBER 18, 2016

HOF - LOCKER ROOMS AND CLUB

A111



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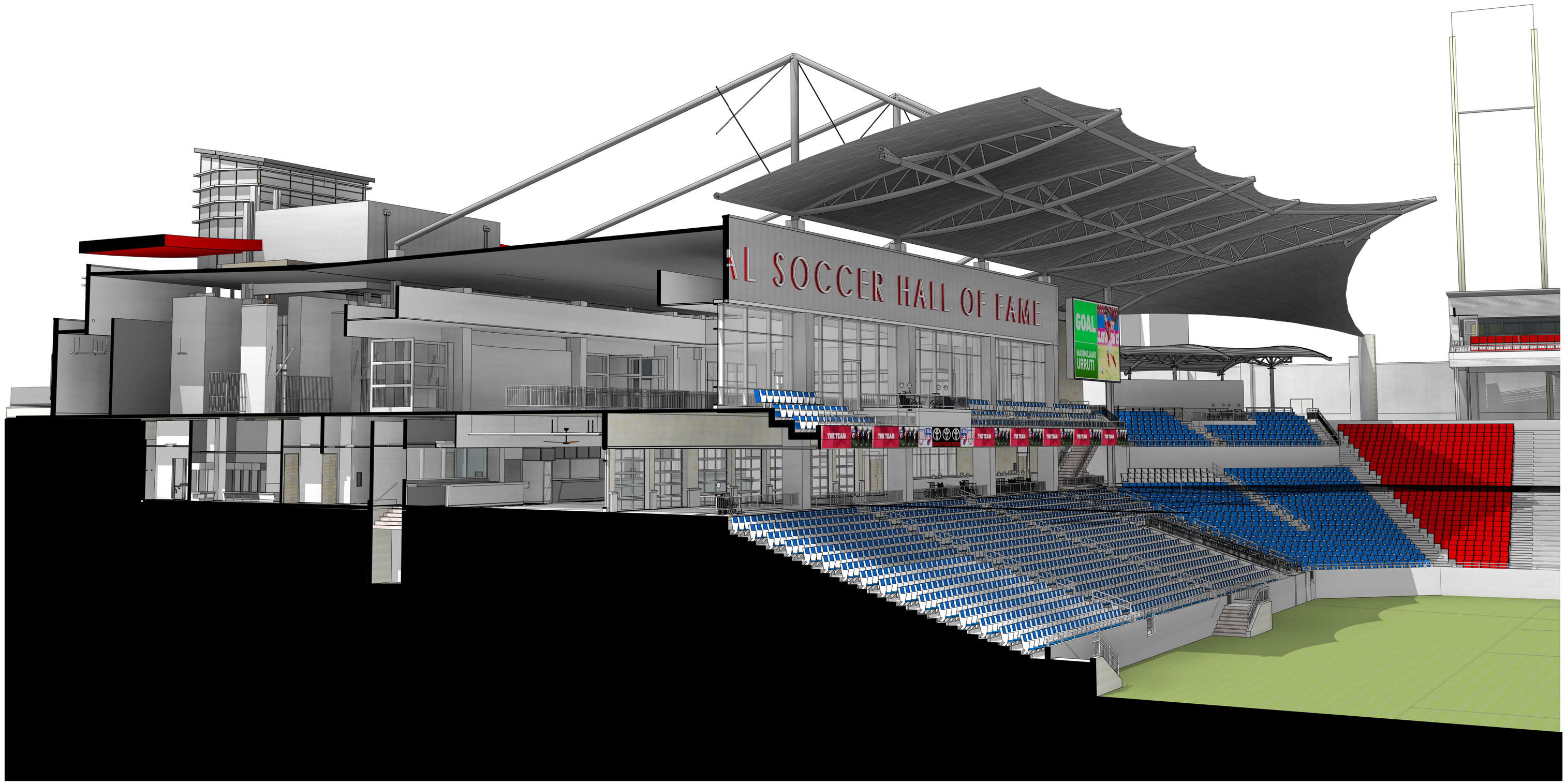
OCTOBER 18, 2016

HOF - MAIN CONCOURSE

A112

EXHIBIT "A-2"
A115 – A121



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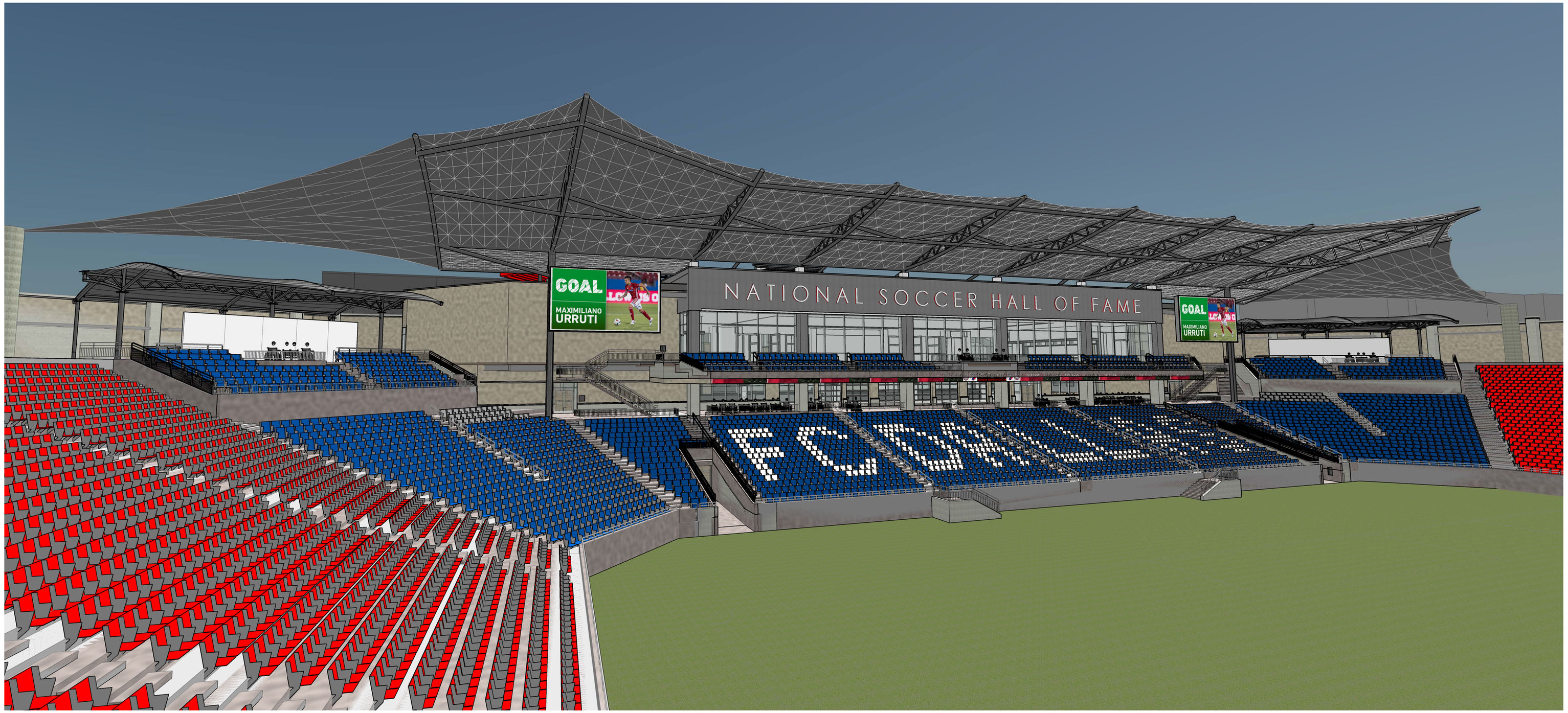
TOYOTA STADIUM RENOVATIONS

OCTOBER 18, 2016

PERSPECTIVE

A115



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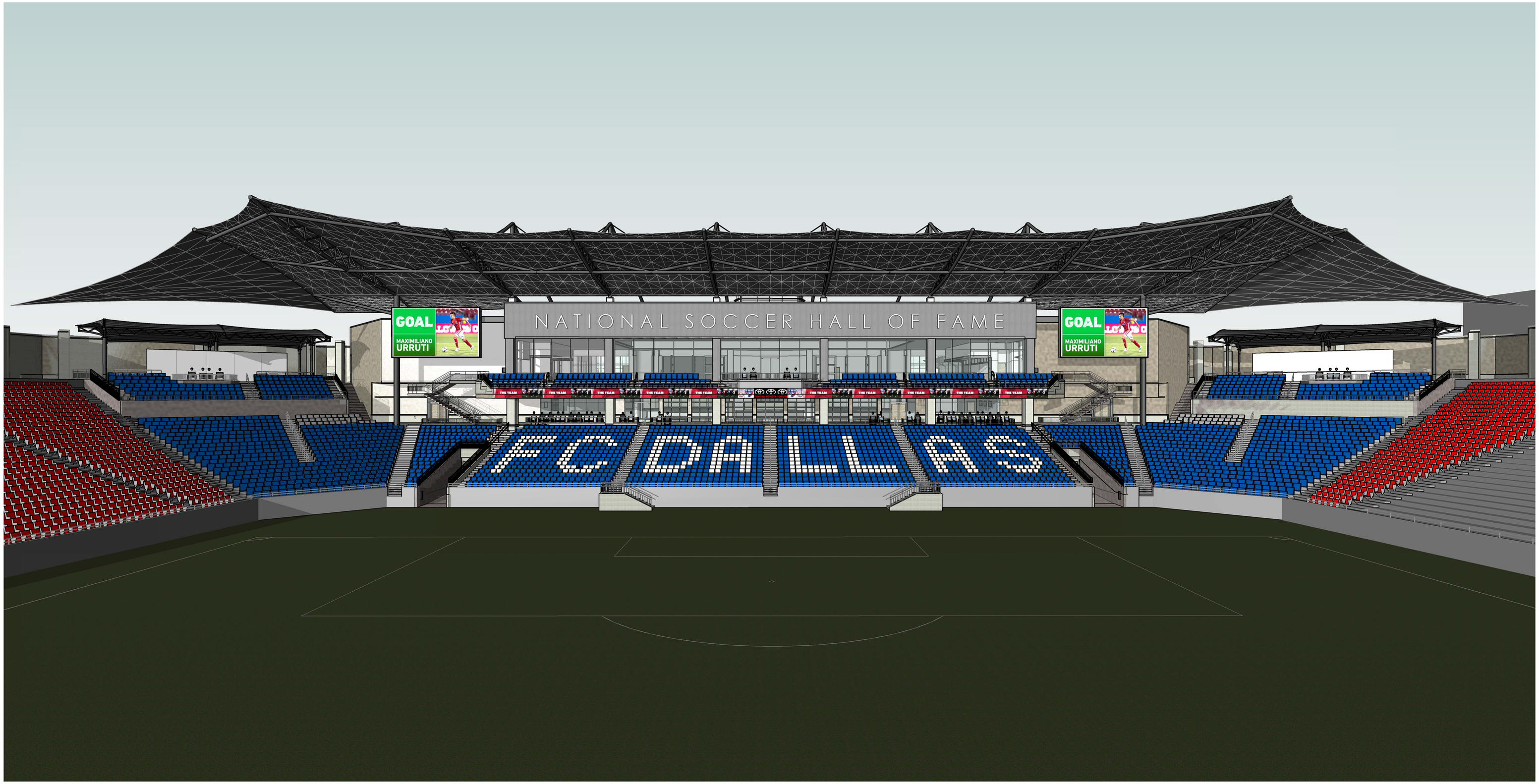
TOYOTA STADIUM RENOVATIONS
OCTOBER 18, 2016

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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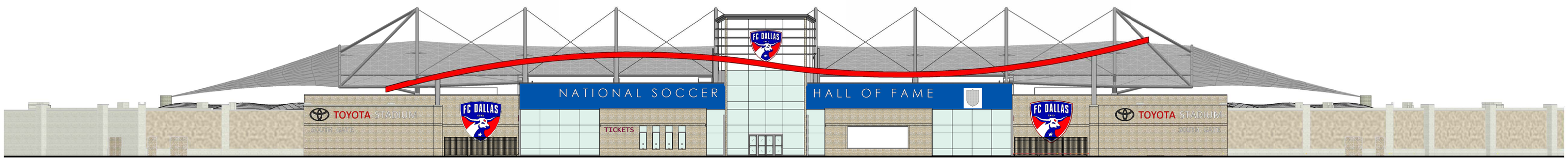
TOYOTA STADIUM RENOVATIONS
OCTOBER 18, 2016

FRONT ENTRANCE

A120



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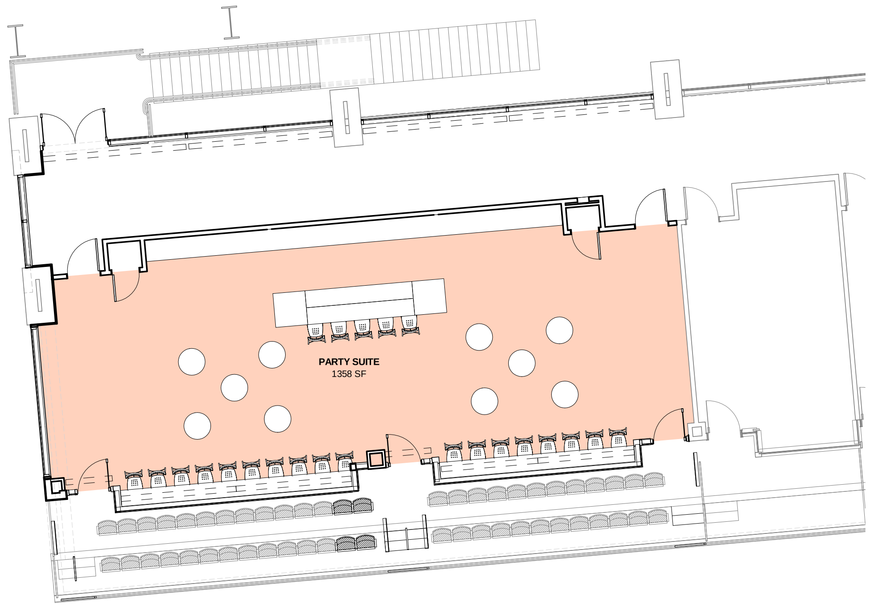
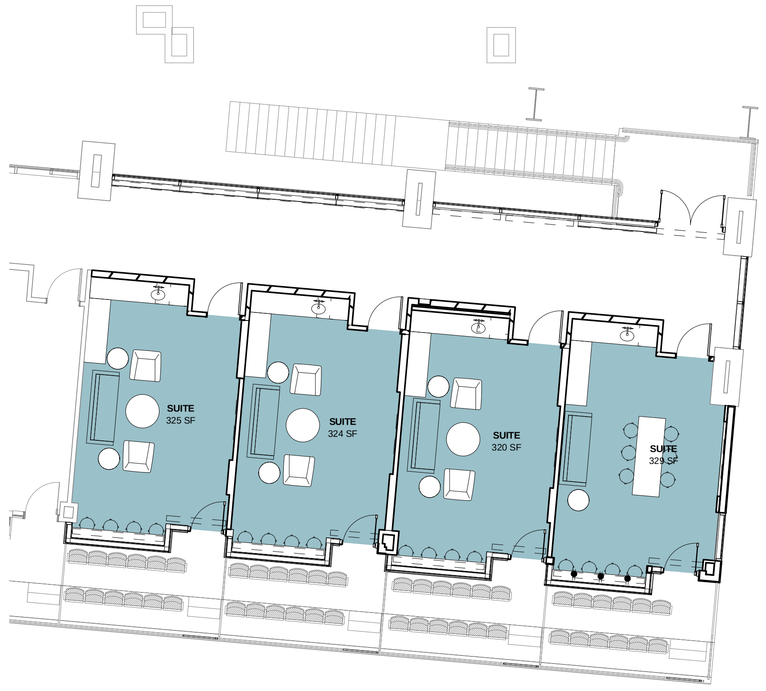
EXTERIOR ELEVATION

A121

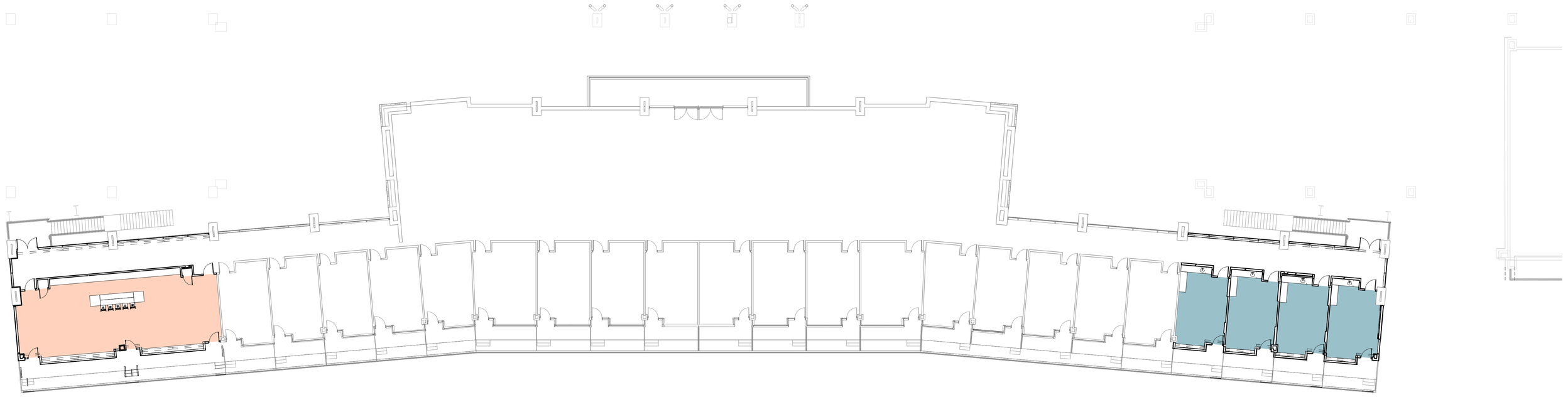
EXHIBIT "A-3"
A114



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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OCTOBER 18, 2016

WEST SUITE BUILD OUT

A114