

**RENEWAL AGREEMENT THIRD AMENDMENT TO
ALAMODOME LICENSE AGREEMENT
FOR ARENA FOOTBALL LEAGUE GAMES**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this Renewal Agreement and Third Amendment to the Alamodome License Agreement for Arena Football League Games ("Third Amendment") is entered into by the City of San Antonio, a Texas Municipal Corporation ("City"), acting by and through its Assistant City Manager pursuant to and duly authorized by Ordinance No. 2013-_____, passed and approved on _____, 2013, and LS Talons SA, L.L.C. ("Licensee") acting by and through its duly authorized designated officer.

A. City and Gameplan Wealth Acquisition Partners L.P. ("Gameplan") entered into the Alamodome License Agreement for Arena Football League Games ("Agreement") pursuant to City of San Antonio Ordinance No. 2011-10-06-0829, dated October 6, 2011.

B. The Agreement was amended to make modifications and assign all rights and duties of Gameplan to Licensee pursuant to City of San Antonio Ordinance No. 2012-04-12-0269, dated April 12, 2012 and was again amended in November 2012 to provide Licensee with the use of certain ticketing equipment.

C. Tulsa Pro Arena Football L.L.C. assigned its interest in the Agreement to Licensee and the assignment is approved by City, as required under Section 22.21 of the Agreement.

D. City and Licensee agree to exercise the one-year available renewal term and extend the Agreement through August 31, 2014.

E. City and Licensee agree to amend specific provisions of the Agreement as set out in this Third Amendment.

1. All references to Licensee in the Agreement shall reference LS Talons SA, L.L.C.

2. Subsection 4.1(a) shall be amended by deleting the first sentence and replacing it with the following:

"In consideration for the license to use the Alamodome as provided in this Agreement, LICENSEE shall pay CITY a Building License Payment in the amount of \$15,500.00, plus \$1 per ticket sold in excess of 10,000 tickets per game for the use of the Plaza and Club Level in the North Arena configuration."

3. Subsection 2.2 shall be amended by deleting the first sentence and replacing it with the following:

"The following areas will be used for the purpose of the AFL Games: all field level areas, Plaza level seating, Club level seating and upon LICENSEE'S request Upper level seating can be made available, dasher boards, home and visitor locker rooms, dressing rooms, and meeting rooms. The seating configuration is depicted in Exhibit I, which is attached to this Third Amendment and incorporated into the Agreement for all purposes."

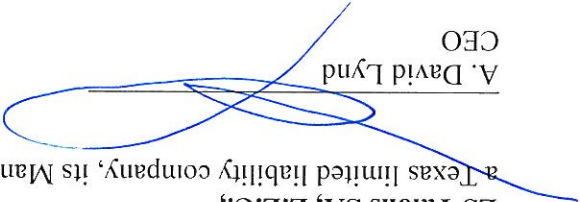
4. Section 22.7 shall be deleted in its entirety and replaced with the following:

“Non-Discrimination. As a party to this Agreement, Licensee understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.”

Except as otherwise expressly modified hereby, all terms and provisions of the Agreement are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms.

EXECUTED AND SIGNED this _____ day of October, 2013.

CITY OF SAN ANTONIO

LS Talons SA, L.L.C.,
a Texas limited liability company, its Manager

A. David Lynd
CEO

APPROVED AS TO FORM:

City Attorney

Edward Belmares
Assistant City Manager



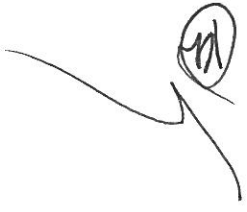
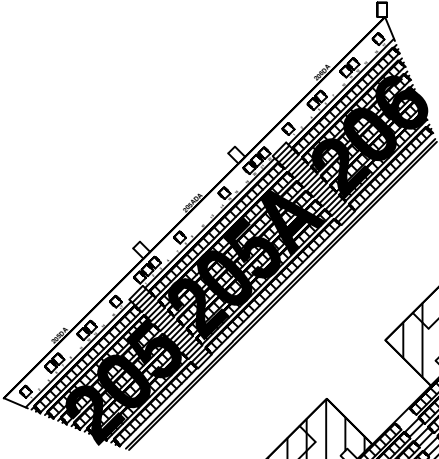
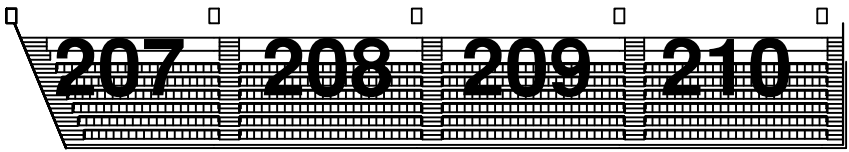
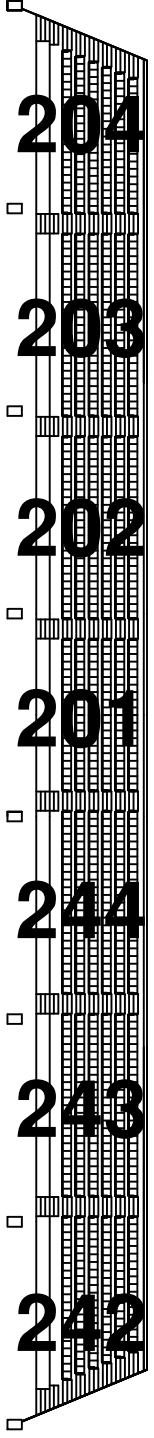
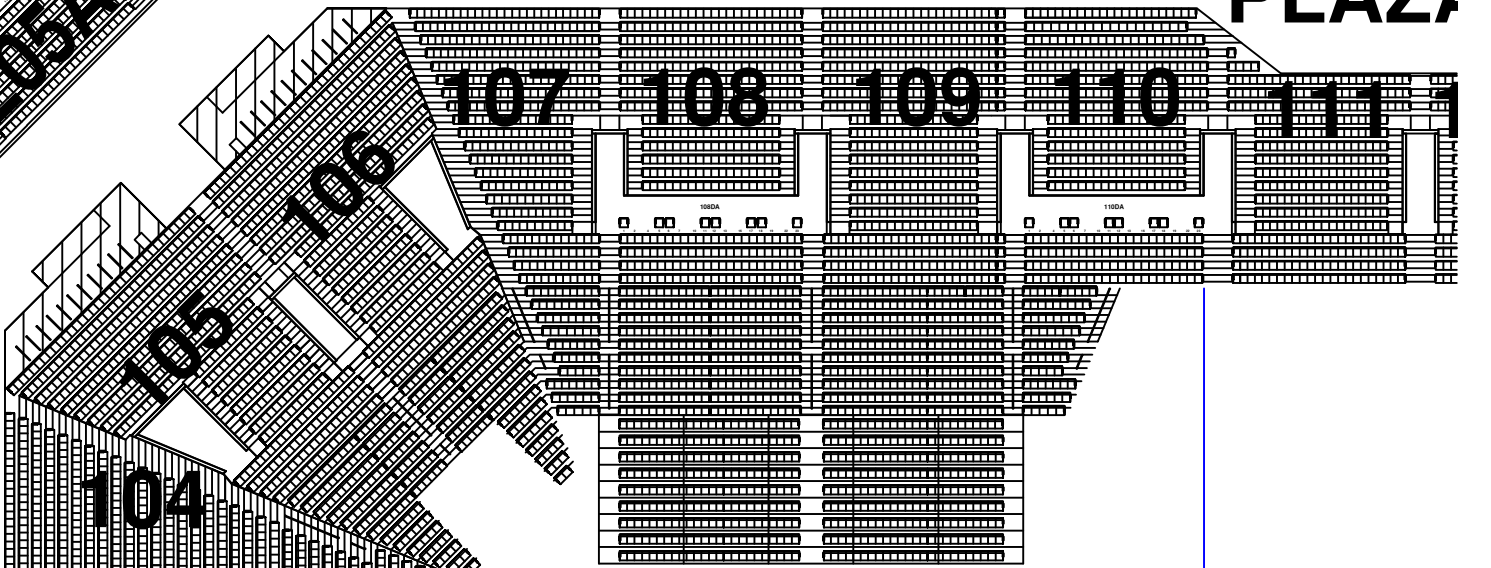
A handwritten mark consisting of a stylized, cursive letter, possibly 'M', enclosed within a small circle. A long, thin line extends from the bottom of the circle towards the left.

Exhibit
I

CLUE

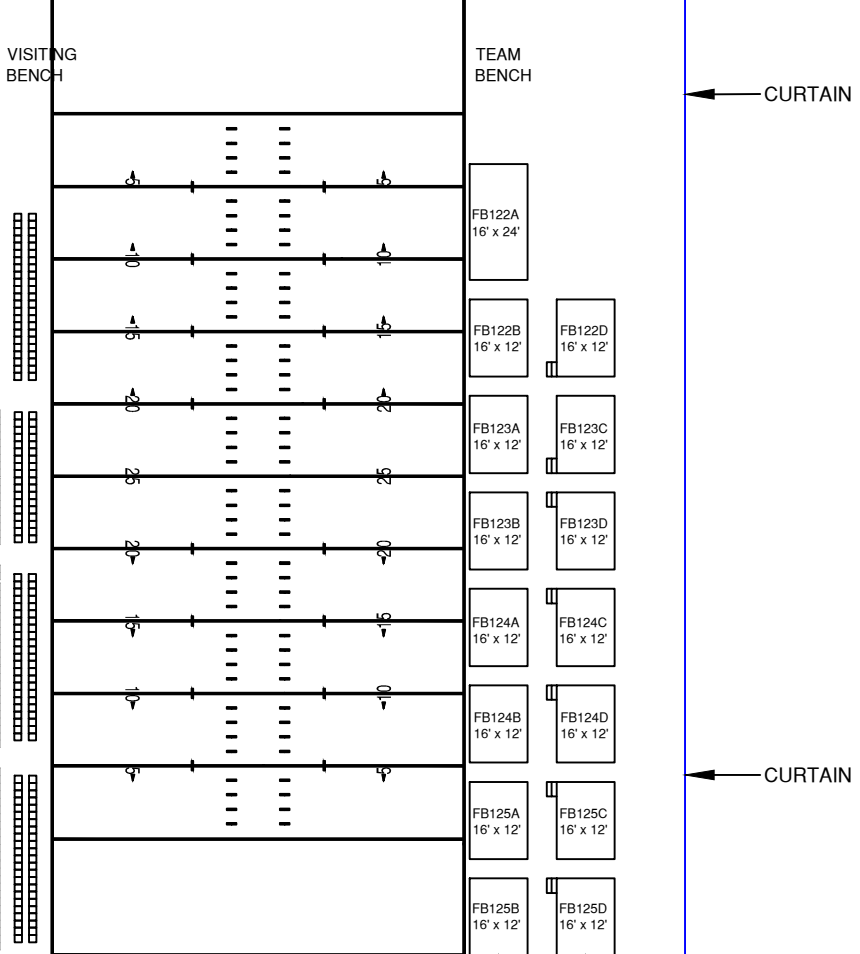


PLAZA

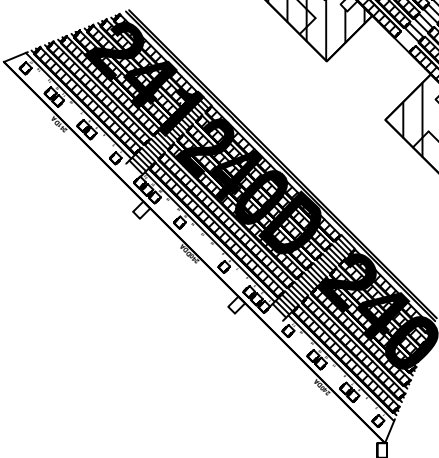


CLUB LEVEL

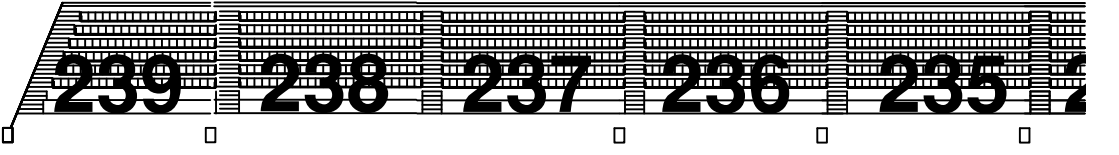
PLAZA LEVEL



COORS LOUNGE
ALL SUITES 12" RISE ALL SUITES 18" RISE



PLAZA



CLUE