

FOURTH AMENDMENT TO THE MANAGEMENT AGREEMENT

This Fourth Amendment to the Management Agreement (this “Fourth Amendment”) is entered into as of September 6, 2022 (“Amendment Effective Date”) between Jefferson County, Texas organized under the laws of the State of Texas (“County”), and Global Spectrum, LP, a Delaware limited partnership d/b/a OVG360 (formerly known as Spectra Venue Management) (“Manager”).

Background

County and Manager are parties to a certain Management Agreement, effective as of April 1, 2017, which was amended pursuant to a certain Amendment to Management Agreement entered into as of March, 2017, a Second Amendment to Management Agreement entered into as of May 28, 2019, and a Third Amendment to Management Agreement dated September 17, 2019 (collectively, the “Management Agreement”), pursuant to which the County engaged Manager to manage and operate the Ford Park Entertainment Complex consisting of Ford Fields, Ford Pavilion, Ford Arena, Ford Exhibit Hall, Ford Midway, and two (2) barns. The parties now desire to amend the Management Agreement to extend the term thereof.

NOW THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. Section 4.1 of the Agreement is hereby amended and restated in its entirety as follows:

“Section 4.1 Term. The term of this Agreement (the “**Term**”) shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on September 30, 2027.”.

2. Section 4.2 is amended by adding a new subsection 4.2(d) as follows:

“(d) by the County, effective on or after September 30, 2023, by providing the Manager not less than one hundred eighty (180) days’ prior written notice. For the sake of clarity, should the County choose to exercise this option to terminate, the County shall be required to pay the Manager the remaining unamortized portion of Manager’s Contribution as described in Section 11.3, as well as satisfy the obligations in Section 4.3 Effect of Termination.”

3. All references to the Management Agreement in the Management Agreement or in any other document referencing the Management Agreement shall be deemed to refer to the Management Agreement as amended hereby. Except for the modification set forth above, all of the provision of the Management Agreement shall remain unmodified and in full force and effect. All other terms, provisions, representations, warranties, and covenants of the Management Agreement are hereby confirmed, ratified, and remain in full force and effect. Any inconsistencies between this Fourth Amendment and the Management Agreement shall be governed by this Fourth Amendment.
4. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

5. This Fourth Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Fourth Amendment may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Fourth Amendment.

Each part has caused this Fourth Amendment to be executed on behalf of such party by an authorized representative as of the date first set forth above.

JEFFERSON COUNTY

GLOBAL SPECTRUM, LP, d/b/a OVG360

By: Global Spectrum, LLC Its general partner

By:  _____

Name: Jeff Branick

By:  _____

Name: Brian Rothenberg

Its: County Judge

Its: President