

FIRST AMENDMENT TO AIRHOGS STADIUM USE AGREEMENT

This FIRST AMENDMENT TO AIRHOGS STADIUM USE AGREEMENT (this “First Amendment”) is made this ____ day of February, 2018, by and between The City of Grand Prairie, Texas, a home rule municipality organized under the Constitution of the State of Texas (hereinafter referred to as the “City”), and Neltex Promotional, LLC, a Texas limited liability company (hereinafter referred to as “Neltex”).

RECITALS:

WHEREAS the City and Neltex entered into the Airhogs Stadium Use Agreement (the “Agreement”) on October 5, 2016, and City and Neltex desire to amend Section 14 of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Section 14 is hereby amended in its entirety to read as follows:

“14. Utilities and Stadium Operation Expenses. At Neltex’s request, City shall be responsible for the timely payment of the mutually agreed upon utilities and operating expenses related to the operation of the Stadium (the “City Expenses”) and shall bill such City Expenses to Neltex as provided herein as additional rent (the “Additional Rent”). The parties have initially mutually agreed that electricity and gas will be City Expenses. No less frequently than monthly, City shall invoice Neltex (via email or mail) for the Additional Rent, and Neltex shall remit payment to City within ten (10) business days of receipt of invoice. Neltex shall be responsible for and pay directly all utilities and operating expenses for the Stadium in excess of City’s Expenses. The parties may, from time to time, agree to revise the list of City Expenses paid by the City and charged to Neltex as Additional Rent. City and Neltex shall cooperate in changing the billing information from providers of mutually agreed upon utilities and Stadium operating expenses from Neltex to City.

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

CITY OF GRAND PRAIRIE

By: _____
Tom Cox, Deputy City Manger

Approved as to Form:

City Attorney

NELTEX PROMOTIONAL, LLC

By: _____
Scott Sonju, Chief Executive Officer