

Amendment to the Economic Development Agreement
By and Between
The City of Austin and NBC Universal, Inc.
Regarding "Friday Night Lights"

This "Amendment to the Economic Development Agreement" (Amendment) is entered into by and between the City of Austin, a Texas home-rule municipal corporation situated in Hays, Travis and Williamson Counties, acting by and through its duly authorized City Manager or his designee (City), and NBC Universal, Inc., a Delaware corporation, acting on behalf of itself and its subsidiary, Northern Entertainment Inc. (NBC), regarding the production of the television series "Friday Night Lights" (FNL) pursuant to the authority granted the City in Chapter 380, *Texas Local Government Code*.

The City seeks to foster economic development and job creation in the film and television segment of the City's economy; and

Filming of FNL in the Austin vicinity helps to promote the City as a location for commercial television and film production.; and

NBC and FNL desire to continue working with the City to attain the City's economic development job creation goals in the film and television segment of the local economy, and

The FNL production experienced an impossibility beyond its control in meeting a certain performance measure during the second season under the Agreement. The parties wish to amend the "Economic Development Agreement" entered into on or about March 22, 2007 (Agreement), to protect against future impossibilities of the same nature; and

The City supports the production of FNL as provided in this Amendment. The City, NBC and FNL reaffirm the strength and collective benefit of their relationship and the parties intend to recognize a potential obstacle to NBC's performance under the Agreement in exchange for NBC's willingness to continue the production in the greater Austin area.

NOW THEREFORE, the City and NBC, acting on behalf of itself and FNL, agree to the following terms and conditions:

1. Findings. The above recitals are adopted as findings.
2. Payment and Scope of Work. The definition of "season" set forth in the Agreement is reduced from twenty-one (21) episodes to twelve (12) episodes.
3. Force Majeure. NBC shall not be required to meet the episode performance measure under this Amendment or be liable or responsible for any loss or damage resulting from its failure to meet the season performance measure so long as an

organized labor dispute or talent strike is the event of force majeure. There is no obligation for the parties to settle the underlying talent or labor dispute in order to end the force majeure condition.

All other terms and condition in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the following duly authorized representatives of the parties execute this Amendment to the Agreement.

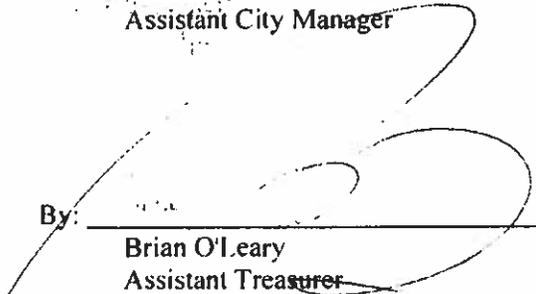
THE CITY OF AUSTIN

Date: 3/17, 2010

By: 
Sue Edwards
Assistant City Manager

NBC UNIVERSAL, INC.

Date: 2/26, 2010

By: 
Brian O'Leary
Assistant Treasurer

By: Sue Edwards
Assistant