
HLSR 2001 AMENDMENT TO LEASE

by and between

HARRIS COUNTY SPORTS & CONVENTION CORPORATION,
as Landlord,

and

HOUSTON LIVESTOCK SHOW AND RODEO, INC.,
as Tenant

The Astrodome Complex
Houston, Texas

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APPENDICES:

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HLSR 2001 AMENDMENT TO LEASE

THIS HLSR 2001 AMENDMENT TO LEASE (the "**Amendment**") is made and entered into effective as of the 17th day of May, 2001 (the "**Effective Date**") by and between **HARRIS COUNTY SPORTS & CONVENTION CORPORATION**, a local government corporation organized under the laws of the State of Texas ("**Landlord**") and **HOUSTON LIVESTOCK SHOW AND RODEO, INC.**, a not-for-profit Texas corporation ("**Tenant**"). Tenant and Landlord collectively are sometimes referred to herein as the "**Parties**," and each of Tenant and Landlord individually is sometimes referred to as a "**Party**."

RECITALS

A. Tenant has certain existing rights to the use and occupancy of the Astrodomain Complex (other than the Stadium) pursuant to the Original Rodeo Lease.

B. Pursuant to the Prime Lease and the Prime Assignment, Landlord has (i) leased the Astrodomain Complex and the Additional Parking Land, among other property, from the County subject to the rights of the Rodeo under the Original Rodeo Lease and (ii) assumed and agreed to perform all of the obligations of the landlord under the Original Rodeo Lease.

C. Landlord and Tenant now desire to amend the Original Rodeo Lease.

AGREEMENTS

For and in consideration of the respective covenants and agreements of the Parties herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree that the Original Rodeo Lease is amended as follows:

ARTICLE 1

GENERAL LEASE TERMS; REAFFIRMATION OF ORIGINAL RODEO LEASE; CONFLICTS; DELETIONS; REPRESENTATIVES OF THE PARTIES

Section 1.1 Definitions. Unless the context otherwise requires, capitalized terms used in this Amendment have the meanings set forth on Appendix A attached hereto or otherwise assigned to them in this Amendment. Capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Rodeo Stadium Lease.

Section 1.2 Rules as to Usage. The rules set forth on Appendix B attached hereto shall be followed when construing words used in this Amendment.

Section 1.3 Reaffirmation of Original Rodeo Lease. A true, correct and complete copy of the Original Rodeo Lease, and any amendments or supplements thereto, has been exchanged between Landlord and Tenant, and is currently described on Exhibit F attached hereto and the Parties acknowledge and agree that the documents contained therein constitute the entire Original Rodeo Lease. The Original Rodeo Lease is valid and enforceable according to its terms, is currently in full force and effect, as herein amended, and has not been modified either orally or in writing except as specified on Exhibit F attached hereto.

Section 1.4 Conflicts; Deletions; Leased Premises.

1.4.1 Conflicts. To the extent any of the terms and provisions of the Original Rodeo Lease conflict with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control as between Landlord and Tenant. Notwithstanding the foregoing and with respect to the Leased Premises only, this Amendment contains all of the rights and obligations of the Parties with respect to (i) the Lease Term, (ii) Payments, (iii) Permitted Uses, (iv) scheduling of Tenant Events, (v) Leased Premises Concession Rights, (vi) Maintenance and Capital Repair Work, (vii) Event Staffing, (viii) Additional Staffing, (ix) Landlord Staffing, (x) Leased Premises Pourage, (xi) Leased Premises Branding, (xii) Advertising and (xiii) Signage except to the extent any of the foregoing is addressed in any of the other Principal Project Documents (other than the Original Rodeo Lease)(but only to the extent such Principal Project Documents are in force and applicable).

1.4.2 Historical Relationship. Without limiting or modifying the provisions of Section 1.4.1, the Parties recognize that Tenant and Landlord's predecessor have had a historical course of dealing over the past thirty-five (35) years with respect to Tenant's use and occupancy of the Astrodomain Complex and Landlord and Tenant intend to preserve this relationship and to reasonably cooperate with each other to continue same.

1.4.3 Deletions. Notwithstanding Section 1.3 or Section 1.4.1 to the contrary, the following provisions of the Original Rodeo Lease are deleted in their entirety and shall be of no further force and effect:

- (a) Section 7 (Columbia Suite fund), Section 8 (Sky Box fund) and Section 10 (labor costs) of Amendment 12 (as defined on Exhibit F); and
- (b) Section 2 (labor), Section 4 (meeting rooms), Section 5(a) (delineation of concession rights), Section 5(b) (exhibit spaces), Section 5(c)(entertainers), Section 5(d) (ATM's) and Section 5(f) (new sales opportunities or areas) of Amendment 15 (as defined on Exhibit F).

1.4.4 Leased Premises. The Original Rodeo Lease is hereby amended pursuant to this Amendment to provide that all of Tenant's rights thereunder shall extend to the Leased Premises as defined in this Amendment and, from the Effective Date, any reference in the Original

Rodeo Lease to leased premises or any part of the Astrodomain Complex to which Tenant shall have rights shall mean the Leased Premises herein.

Section 1.5 Landlord Representative. On or before thirty (30) days after the Effective Date, Landlord shall designate an individual to be the Landlord Representative (the "**Landlord Representative**") and provide Tenant with written notice of the identity of the individual so designated. Landlord shall have the right, from time to time, to change the Landlord Representative by giving Tenant written notice thereof. With respect to any action, decision or determination which is to be taken or made by Landlord under the Existing Rodeo Lease, the Landlord Representative may take such action or make such decision or determination or shall notify Tenant in writing of an individual responsible for such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Landlord Representative on behalf of Landlord shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in the Existing Rodeo Lease or the other Principal Project Documents (but only to the extent in force and applicable), in which case, actions taken by the Landlord Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Landlord Representative shall be binding on Landlord; *provided, however*, the Landlord Representative shall not have any right to modify, amend or terminate the Existing Rodeo Lease.

Section 1.6 Tenant Representative. On or before thirty (30) days after the Effective Date, Tenant shall designate an individual to serve as the Tenant Representative (the "**Tenant Representative**") and provide Landlord with written notice of the individual so designated. Tenant shall have the right, from time to time, to change the Tenant Representative by giving Landlord written notice thereof. With respect to any action, decision or determination to be taken or made by Tenant under the Existing Rodeo Lease, the Tenant Representative may take such action or make such decision or determination or shall notify Landlord in writing of an individual responsible for such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Tenant Representative on behalf of Tenant shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in the Existing Rodeo Lease or the other Principal Project Documents (but only to the extent in force and applicable), in which case, actions taken by the Tenant Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Tenant Representative shall be binding on Tenant; *provided, however*, the Tenant Representative shall not have any right to modify, amend, or terminate the Existing Rodeo Lease.

ARTICLE 2
GRANT OF LEASEHOLD ESTATE

Section 2.1 Grant.

2.1.1 Grant of Leased Premises. In consideration of and subject to the covenants, agreements, and conditions set forth herein, including the applicable provisions of Article 8, and in the other Principal Project Documents (but only to the extent in force and applicable), Landlord does hereby lease, let, demise and rent unto Tenant, and Tenant does hereby lease and rent from Landlord, the following (collectively, together with all property leased, let, demised or rented under Section 2.1.2, the "**Leased Premises**") on Tenant Event Days and for Booked Tenant Non-Events, each in accordance with the Existing Rodeo Lease and, to the extent in force and applicable, the Stadium Tri-Party Agreement:

- (a) The Astrodome (subject to the applicable provisions of Article 8), the Exhibition Hall (excluding Landlord's Facilities), the Astroarena and Tenant's Warehouse;
- (b) The Complex Grounds;
- (c) The Landlord's FF&E;
- (d) The Intellectual Property Rights, including an exclusive, royalty free license to use such Intellectual Property Rights;
- (e) All air rights and air space above the Astrodome (subject to the applicable provisions of Article 8), the Exhibition Hall, the Astroarena, Tenant's Warehouse and the Complex Grounds;
- (f) The right to utilize all improvements located beneath the Astrodome (subject to the applicable provisions of Article 8), the Exhibition Hall, the Astroarena, Tenant's Warehouse and the Complex Grounds; and
- (g) Uninterrupted access to and egress from the Astrodome (subject to the applicable provisions of Article 8), the Exhibition Hall, the Astroarena, Tenant's Warehouse and the Complex Grounds.

Landlord and Tenant recognize that the Complex Grounds are also a part of the "Leased Premises" as described in the Rodeo Stadium Lease and agree that Landlord's obligations hereunder with respect to the Complex Grounds may be fulfilled by Landlord's performance under the Rodeo Stadium Lease or the other Principal Project Documents to the extent the Stadium Lease Term coincides with the Lease Term.

2.1.2 Grant of Tenant's Facilities and Tenant's Parking Spaces. In addition to the provisions of Section 2.1.1 and in consideration of and subject to the covenants, agreements and conditions set forth in the Existing Rodeo Lease and in the other Principal Project Documents (but only to the extent in force and applicable), (a) Landlord does hereby lease, let, demise and rent unto Tenant on an exclusive basis at all times during the Lease Term, and Tenant does hereby so lease and rent from Landlord, Tenant's Facilities and Tenant's Parking Spaces and (b) to the extent reasonably necessary or otherwise appropriate for the use and enjoyment of Tenant's Facilities or Tenant's Parking Spaces as contemplated in the Existing Rodeo Lease, Landlord does hereby (i) lease, let, demise and rent unto Tenant on an exclusive basis at all times during the Lease Term, and Tenant does hereby so lease and rent from Landlord, Landlord's FF&E and the Intellectual Property Rights and (ii) grants to Tenant uninterrupted access to and egress from Tenant's Facilities and Tenant's Parking Spaces. For all purposes under the Existing Rodeo Lease, the term "Leased Premises" shall include all of the foregoing.

2.1.3 No Warranty of Title. Without limiting or reducing any of Landlord's covenants contained in Section 2.2 or Section 2.3 of this Amendment, Tenant agrees that Landlord is leasing to Tenant all of Landlord's right, title and interest in and to the Leased Premises without warranty of title.

Section 2.2 Delivery of Possession and Acceptance; Covenant of Quiet Enjoyment.

2.2.1 Delivery of Possession and Acceptance - General. Landlord covenants and warrants that it is the owner of a leasehold estate in the Leased Premises pursuant to a grant directly from the only fee simple owner thereof. Landlord further covenants and warrants that on the Effective Date, Landlord will deliver to Tenant (i) exclusive possession and occupancy of Tenant's Facilities and Tenant's Parking Spaces on and subject to the terms and conditions set forth in the Existing Rodeo Lease and in the other Principal Project Documents (but only to the extent in force and applicable) and (ii) possession and occupancy of the remainder of the Leased Premises if, as and when required under the terms of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable). As and when so delivered, the Leased Premises shall be subject only to the Permitted Encumbrances, any Encumbrances arising by, through or under Tenant and the terms of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable). Tenant shall have the right to obtain a title insurance policy insuring its Leasehold Estate and any right of reversion in or to the Rodeo Land at Tenant's expense. Landlord shall not permit or allow any renewal, modification, extension, amendment or supplement of any Permitted Encumbrance throughout the Lease Term without the prior written approval of Tenant, which approval shall not be unreasonably withheld.

2.2.2 Delivery of Possession and Acceptance - Exposition Center. Landlord covenants and warrants that Landlord will deliver to Tenant (i) exclusive possession and occupancy of Tenant's Office/Meeting Space in the Exposition Center on and subject to the terms and conditions set forth in this Amendment and in the other Principal Project Documents (but only to the extent in force and applicable) and (ii) possession and occupancy of the remainder of the Exposition Center if, as and when required under the terms of the Existing Rodeo Lease and the

other Principal Project Documents (but only to the extent in force and applicable), upon substantial completion of the Exposition Center (including Tenant's Facilities in the Exposition Center) in accordance with the Exposition Center Plans and acceptance by Tenant (the "**Exposition Delivery Date**"). As and when so delivered, the Exposition Center shall be in First Class Condition. For purposes of this **Section 2.2.2** only, the Exposition Center shall be deemed to be in a First Class Condition on the Exposition Delivery Date if the Exposition Center is constructed and delivered to Tenant in accordance with the terms of the Exposition Center Plans and this Amendment. Tenant shall have sixty (60) days from the Exposition Delivery Date to relocate Tenant's Office/Meeting Space from the Astrohall to the Exposition Center. After the expiration of such sixty (60) day period and notwithstanding anything in the Existing Rodeo Lease to the contrary, (i) Tenant shall no longer have the right to occupy the Astrohall and (ii) the Astrohall shall no longer be a portion of the Leased Premises.

2.2.3 Covenant of Quiet Enjoyment. Landlord covenants for the Lease Term that Tenant, upon paying the Payments and upon keeping, observing and performing the terms, covenants and conditions of the Existing Rodeo Lease to be kept, observed and performed by Tenant, shall and may quietly and peaceably hold, occupy, use and enjoy Tenant's Facilities and Tenant's Parking Spaces at all times, and the remainder of the Leased Premises at such times as required under the Existing Rodeo Lease, without ejection or interference by or from Landlord or any other Person (other than Persons claiming by, through or under Tenant), subject only to Encumbrances arising by, through or under Tenant, rights of Space Tenants arising by, through or under Tenant, the Permitted Encumbrances, and as otherwise provided or allowed under the Existing Rodeo Lease; *provided, however*, with respect to the air rights and air space above the Leased Premises, the covenant of quiet enjoyment contained in this **Section 2.2.3** shall only apply to the extent that Landlord has the right and power as of the Effective Date to make such covenant.

Section 2.3 Leasehold Priority. Landlord covenants that the Leasehold Estate shall be senior and prior to any Lien or other Encumbrance (other than the Permitted Encumbrances and any other Encumbrances arising by, through or under Tenant or permitted in the Existing Rodeo Lease). Further, Landlord agrees that all other tenants and users of the Leased Premises, or any portion thereof, whose rights are granted after the Effective Date shall expressly subordinate their rights in the Leased Premises to the rights of Tenant as set forth in the Existing Rodeo Lease, pursuant to a written statement in the lease, contract, license or other agreement entered into between such tenant or user and Landlord. This Section does not extend to any Lien or other Encumbrances arising by, through or under Tenant or its agents acting in such capacity.

Section 2.4 Exclusive Right to Exhibit Livestock, Equestrian and Rodeo Events. As part of the consideration for this Amendment, and anything herein or in any of the other Principal Project Documents to the contrary notwithstanding, it is agreed that during the Lease Term, Tenant shall have the sole and exclusive right and privilege of exhibiting and conducting the following types of events in the Astrodomain Complex, the Stadium and the Complex Grounds (each a "**Restricted Event**"):

- (a) Any multi-day event open to the public that features both (i) agricultural exhibits or competition and (ii) entertainment; and
- (b) Any event open to the public that has a "rodeo-like component" or a "livestock or equestrian component," unless such event has been consented to by Tenant, which consent may be withheld in Tenant's commercially reasonable judgment.

The foregoing is not intended as a grant of a right to use the Leased Premises on any dates other than Tenant Event Days and those days on which Tenant Non-Events are Booked in accordance with the terms of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable). In addition, Landlord, the County and any County Affiliate each agrees that it will not enter into a lease or other contractual arrangement with any other Person for, or that allows, the exhibition or conducting of Restricted Events at the Astrodomain Complex, the Stadium or the Complex Grounds during the Lease Term. For purposes of this Amendment and having no legal effect other than with respect to the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), (i) events that include the presentation of, or any competition involving, bull riding, saddle or bare-back bronc riding, timed roping of cattle, chuck wagon races, barrel racing, team penning of cattle, steer wrestling/bull dogging and events on or with animals that are scored based on time will be deemed to have a "rodeo-like component," (ii) except as provided in the next succeeding clause (iii) hereof, events that include the exhibition or holding of any livestock or equestrian event or competition, including an event in which domesticated animal that are ordinarily raised on farms or ranches, or kept for profit, are exhibited, shown in competition or used in competition shall be deemed to have a "livestock or equestrian component," and (iii) the following components of an event will not be considered to be a "livestock or equestrian component": (a) events in which animals compete and are judged strictly on the basis of their confirmation or athletic ability, such as events similar to the Pin Oak Charity Horse Show and (b) the exhibition, whether as part of a competition or otherwise, of canines or felines. The hereinabove stated provisions of this Section 2.4 shall constitute restrictive covenants which run with and bind the Leased Premises, the Astrodomain Complex, the Stadium and the Complex Grounds during the entire Lease Term and Tenant shall be deemed the beneficiary of the aforesaid restrictive covenants.

Notwithstanding anything to the contrary contained in the Existing Rodeo Lease or the other Principal Project Documents, Tenant's sole and exclusive remedy for any violation of this Section 2.4 by Landlord, County or any County Affiliate, shall be as follows: (a) the right to obtain an injunction prohibiting any such violation, (b) for so long as any such violation exists, the continuing rights (i) to abate all Payments to be paid under the Existing Rodeo Lease (the "**Exclusivity Abatement Right**") or (ii) to terminate the Existing Rodeo Lease (the "**Exclusivity Termination Right**") and (c) subject to Section 18.9, sue Landlord, the County or any County Affiliate for damages, including lost Net Revenues incurred as a direct result of such violation. In connection with any injunction proceedings, Tenant shall also have the right to require Landlord, the County or any County Affiliate, as the case may be, to join in any such injunction proceeding, to the extent any of them are a necessary party to obtain injunctive relief. If Tenant exercises its Exclusivity Termination Right, notwithstanding any other provisions of the Existing Rodeo Lease or the other

Principal Project Documents, Tenant shall then (i) be free, at its sole option, to relocate the Spring Rodeo and Rodeo Festival, or any portion thereof, to any other location whether within or outside the limits of Harris County without any accountability or liability to Landlord or any Person whomsoever and (ii) be deemed released from all obligations under the Existing Rodeo Lease.

In connection with the rights granted to Tenant in this Section 2.4, each of Landlord, the County, and any County Affiliate:

- (a) recognizes that Tenant has (x) contributed significant capital costs to the construction of the Stadium, the Astrohalla, the Astroarena, Tenant's Warehouse and related infrastructure; and
- (b) acknowledges and agrees that monetary damages could not be calculated to compensate Tenant for any violation by the Landlord, the County or any County Affiliate of the covenants, duties and obligations contained in this Section 2.4.

Accordingly, Landlord, the County and each County Affiliate agrees that (i) Tenant may restrain or enjoin, as provided above in this Section 2.4, any violation or threatened violation of any covenant, duty or obligation contained in this Section 2.4 without the necessity of posting a bond or other security and without any further showing of irreparable harm, balance of harms, consideration of the public interest or the inadequacy of monetary damages as a remedy, (ii) the administration of an order for injunctive relief would not be impracticable and, in the event of any violation of any covenant, duty or obligation contained in this Section 2.4 the balance of hardships would weigh in favor of entry of injunctive relief, (iii) Tenant may enforce any such covenant, duty or obligation contained in this Section 2.4 through specific performance if so awarded pursuant to the Arbitration Procedures and (iv) Tenant may seek injunctive or other form of relief from a court of competent jurisdiction in order to maintain the status quo and enforce the terms of this Section 2.4 on an interim basis pending the outcome of arbitration of the applicable Dispute or Controversy in connection with this Section 2.4 pursuant to the Arbitration Procedures. Each of Landlord, the County and any County Affiliate further agrees and irrevocably stipulates that the rights of Tenant to injunctive relief pursuant to this Section 2.4 shall not constitute a "claim" pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving the Landlord, the County or any County Affiliate.

Section 2.5 Right to Use.

2.5.1 Year-Round Use. Tenant will have exclusive use of Tenant's Facilities and Tenant's Parking Spaces and the Intellectual Property Rights attendant thereto, at all times during the Lease Term, subject only to the provisions of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable). Tenant shall also have uninterrupted access to such areas of the Leased Premises (including ingress and egress) on a year-round basis, as shall be reasonably necessary to use and enjoy Tenant's Facilities and Tenant's Parking Spaces as permitted or allowed under the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable).

2.5.2 Use During Certain Periods.

2.5.2.1 Tenant Events. During the Spring Rodeo Dates and the Rodeo Festival Dates that are Booked during Tenant's Six-Month Period in accordance with the terms of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), Tenant will have the sole, continuous and exclusive right to use, occupy, possess, enjoy and control the Leased Premises for any Permitted Use for the purpose of holding Tenant Events on each entire Tenant Event Day, subject only to the provisions of the Existing Rodeo Lease (including the applicable provisions of Article 8 with respect to the Astrodome) and the other Principal Project Documents (but only to the extent in force and applicable). On any Tenant Event Day, subject to the restrictions set forth in Section 5.2.2, (i) Tenant may stage activities attendant to Tenant Events anywhere on the Leased Premises (including the Parking Facilities) as part of any Tenant Event, whether or not under the same admission ticket, (ii) Tenant's guests and invitees shall be permitted to cook and otherwise prepare and consume food and beverages in the Parking Facilities and (iii) Tenant may set up tents, booths and temporary facilities of any kind or nature on the Complex Grounds.

2.5.2.2 Tenant Non-Events.

(a) Use. At any time during the Lease Term, but subject to the provisions of the Existing Rodeo Lease, including Section 2.5.2, and the other Principal Project Documents (but only to the extent in force and applicable) (the following collectively being "**Tenant Non-Events**"), Tenant and any Affiliate of Tenant controlled by Tenant shall have the right to use and occupy the Astrodome (subject to the applicable provisions of Article 8), the Exhibition Hall (excluding Landlord's Facilities) and the Astroarena, or any portion thereof, for events meeting all of the following criteria: (i) sponsored by Tenant or any Affiliate of Tenant, (ii) related to the promotion or operations of Tenant, any Affiliate of Tenant or any Related Not-for-Profit Organization, such as membership, committee, board and staff meetings, functions and banquets, open houses, fund raising events and other marketing events and (iii) for the benefit of Tenant, any Affiliate of Tenant or any Related Not-for-Profit Organization. Subject only to the rights of Landlord to conduct Landlord Events previously Booked for the same time, Tenant shall be entitled to Book any such Tenant Non-Event by notifying Landlord in writing of such Tenant Non-Event within ninety (90) days prior to the date thereof or such longer period as mutually agreed between the Parties.

(b) Costs and Revenues. Tenant shall (i) have the right to occupy the Astrodome (subject to the applicable provisions of Article 8), the Exhibition Hall (excluding Landlord's Facilities) and the Astroarena for Tenant Non-Events without charge other than reimbursement of Landlord's actual and reasonable expenses (including Utilities, as provided in Section 2.5.2.2(d) below, but excluding Landlord Staffing) directly caused by such use and occupancy and (ii) be permitted to sell admission tickets to attendees of any Tenant Non-Events and receive all revenues therefrom so long as such tickets are not for a Commercial Profit. Further, Tenant may sell or provide Concessions to attendees of all Tenant Non-Events and receive one hundred percent (100%) of any revenues derived by Tenant from the sale or provision of such Concessions; *provided, however*, that (i) Tenant may not receive a percentage or participation in the

revenues received by the concessionaire that has been licensed to conduct concession operations in the Leased Premises pursuant to the Stadium Tri-Party Agreement from such concessionaire's sale of Consumable Concessions at Tenant Non-Events and (ii) Tenant may not receive the revenues derived from the sale of Consumable Concessions at Tenant Non-Events to the extent such revenues are for a Commercial Profit. In the event the revenues from the sale of Consumable Concessions at a Tenant Non-Event is for a Commercial Profit, then Landlord shall be entitled to receive one hundred percent (100%) of any net profits derived from the sale of such Consumable Concessions at such Tenant Non-Event.

(c) Tenant's Office/Meeting Space. Notwithstanding anything herein to the contrary, Tenant's use of Tenant's Office/Meeting Space for any Permitted Use, including, any activity similar to a Tenant Non-Event, shall not constitute a Tenant Non-Event.

(d) Utilities. Tenant shall be responsible for reimbursing Landlord for the actual cost of Utilities used in the portion of the Exhibition Hall, the Astroarena or the Astrodome (subject to the applicable provisions of Article 8) being used by Tenant during a Tenant Non-Event and that are incurred as a direct result of the holding of such Tenant Non-Event; *provided, however*, that Landlord shall supply Utilities to (i) the upper level of the Exposition Center, (ii) the Astrohall and (iii) the upper level and pavillion of the Astroarena during Tenant Non-Events at its sole cost and expense.

2.5.3 Scheduling.

2.5.3.1 Priority. Tenant will have the absolute and unconditional first priority preferential scheduling of the Leased Premises for the purpose of holding the Spring Rodeo each year during the Spring Rodeo Dates and the Rodeo Festival each year during the Rodeo Festival Dates in accordance with the provisions of this Section 2.5.3.1. The Spring Rodeo Dates for each year's Spring Rodeo must fall within the Spring Rodeo Window and the Rodeo Festival Dates for each year's Rodeo Festival must fall within the Rodeo Festival Window. Once Tenant has reserved the Spring Rodeo Dates for each year's Spring Rodeo and the Rodeo Festival Dates for each year's Rodeo Festival in accordance with this Section 2.5.3.1, such dates shall be deemed Tenant Event Days and each such Tenant Event (including any and all portions thereof comprising a Spring Rodeo Event or Rodeo Festival Event) shall be deemed Booked for all purposes under the Existing Rodeo Lease and the other Principal Project Documents.

(a) Spring Rodeo. In order to reserve the Leased Premises for the holding of the Spring Rodeo in any year and for such Spring Rodeo to be a Booked Tenant Event, Tenant must give Landlord five (5) years advance written notice of the Spring Rodeo Dates (within the Spring Rodeo Window) on which such year's Spring Rodeo is to be held (each notice being a "Spring Rodeo Booking Notice"); *provided, however*, that Landlord acknowledges that Tenant has previously Booked the Spring Rodeo Dates specified on Appendix C.

- (b) Rodeo Festival. In order to reserve the Leased Premises for the holding of the Rodeo Festival in any year and for such Rodeo Festival to be a Booked Tenant Event, Tenant must give Landlord (i) twenty-three (23) months advance written notice for the 2003 and 2004 Rodeo Festivals, (ii) thirty-five months advance written notice for the 2005, 2006, 2007 and 2008 Rodeo Festivals, (iii) forty-seven (47) months advance written notice for the 2009 and 2010 Rodeo Festivals and (iv) fifty-nine (59) months advance written notice for the 2011 Rodeo Festival and all subsequent Rodeo Festivals of the Rodeo Festival Dates (within the Rodeo Festival Window) on which a Rodeo Festival is to be held (each notice being a "**Rodeo Festival Booking Notice**"). Notwithstanding anything herein to the contrary, it is understood and agreed that Tenant shall not have any right to Book or hold the Rodeo Festival until the 2003 calendar year.
- (c) Changing Rodeo Festival Dates. Tenant shall have right to change the Rodeo Festival Window to be any other thirty-two (32) day period during Tenant's Six-Month Period, *provided* Landlord approves such change, such approval not to be unreasonably withheld. Upon receipt of Landlord's approval, the Rodeo Festival Window shall be deemed to be the new period consented to by Landlord for all purposes under the Existing Rodeo Lease; *provided, however*, any such change in the Rodeo Festival Window must be made at least (i) twenty-three (23) months in advance for the 2003 and 2004 Rodeo Festivals, (ii) thirty-five months in advance for the 2005, 2006, 2007 and 2008 Rodeo Festivals, (iii) forty-seven (47) months in advance for the 2009 and 2010 Rodeo Festivals and (iv) fifty-nine (59) months in advance for the 2011 Rodeo Festival and all subsequent Rodeo Festivals.

2.5.3.2 Booking Notice Changes. Tenant shall be allowed to revise any Spring Rodeo Booking Notice or Rodeo Festival Booking Notice (insofar as the revised dates are within the Spring Rodeo Window and the Rodeo Festival Window, respectively) by delivering written notice to Landlord of its election to do same. Notwithstanding the foregoing, Tenant shall only be allowed to revise a Spring Rodeo Booking Notice or a Rodeo Festival Booking Notice insofar as the revised dates do not create a conflict with any Landlord Event that has been previously Booked in accordance with the terms of the Principal Project Documents.

2.5.3.3 Canceled Tenant Events. If any Booked Tenant Event, or portion thereof comprising a Spring Rodeo Event or Rodeo Festival Event, is postponed or canceled (each being a "**Canceled Event**"), Tenant shall have the right to re-Book such Canceled Event, or a replacement or substitute event thereto, on another date within Tenant's Six-Month Period on which no conflicting Landlord Event or NFL Club Event is then Booked at the Astrodome Complex, subject to the provisions of the other Principal Project Documents (but only to the extent in force and applicable). Nothing contained in the Existing Rodeo Lease or any other Principal Project

Document shall give Tenant the right to (i) Book any Tenant Event on a date on which a conflicting Landlord Event or NFL Club Event is Booked in accordance with the Principal Project Documents (but only to the extent in force and applicable) or (ii) conduct or hold a Tenant Event or Tenant Non-Event that has not been Booked. Notwithstanding anything in the Existing Rodeo Lease or the other Principal Project Documents to the contrary, Landlord acknowledges and agrees that if any Canceled Event is the result of either (i) a Landlord Default or (ii) a Landlord Failure which has not been remedied after Tenant has instituted commercially reasonable steps to exercise Tenant's Self-Help Rights, to the extent practicable, then, in addition to other rights under the Existing Rodeo Lease, for a period of ten (10) days following the original date Booked for such Canceled Event, Landlord shall not Book any Event (not previously Booked prior to the such Canceled Event), without the consent of Tenant; *provided, however*, if Landlord requests approval of Tenant to Book any such Event, Tenant must provide Landlord with the dates Tenant is reasonably considering for re-Booking the Canceled Event and thereafter Landlord shall be free to Book Events on any other day. Failure of Tenant to re-Book such Canceled Event pursuant to the preceding sentence shall not constitute a waiver of Tenant's right to re-Book such Canceled Event in accordance with the terms of the Existing Rodeo Lease.

2.5.3.4 Cooperation with Landlord. In connection with Tenant's administration of Tenant Events, Tenant agrees that it will reasonably cooperate with Landlord so as to maximize the availability of the Leased Premises for Booking Landlord Events in areas of the Leased Premises not needed by Tenant during Tenant Events, at its discretion. Further, on Tenant Event Days occurring at the beginning and end of the Spring Rodeo Dates or the Rodeo Festival Dates, Tenant shall allow reasonable move-in access and move-out egress of Landlord Events held at the Astrodome Complex and Additional Parking Land, *provided* the same does not interfere with any Spring Rodeo Event or Rodeo Festival Event occurring at such time nor reduce or interfere with parking, ingress/egress, operations or other activities permitted under the Existing Rodeo Lease on Tenant Event Days.

2.5.3.5 Notice Under the Existing Rodeo Lease and the Rodeo Stadium Lease. The Parties acknowledge and agree that (i) any "Spring Rodeo Booking Notice" or "Rodeo Festival Booking Notice" (as such terms are defined in the Rodeo Stadium Lease) delivered pursuant to the terms of the Rodeo Stadium Lease shall constitute delivery of a Spring Rodeo Booking Notice or Rodeo Festival Booking Notice, as applicable, pursuant to the terms of the Existing Rodeo Lease and (ii) any Spring Rodeo Booking Notice or Rodeo Festival Booking Notice delivered pursuant to the terms of the Existing Rodeo Lease shall constitute delivery of a "Spring Rodeo Booking Notice" or "Rodeo Festival Booking Notice" (as such terms are defined in the Rodeo Stadium Lease), as applicable, pursuant to the terms of the Rodeo Stadium Lease.

2.5.4 Tenant's Parking.

2.5.4.1 Tenant Event Day Use. Without limiting Tenant's rights to use the Leased Premises for any Permitted Use and subject to the provisions of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), on each and every Tenant Event Day, Landlord shall provide to Tenant at no cost or charge, other than the

Parking Tax and the parking charge as provided in Section 2.5.5, adequate parking spaces on the Complex Grounds for the exclusive use of Tenant and its patrons, attendees, invitees and guests, including any officials, Tenant's service people, staff or volunteers, members of the press or any other media, radio, television or advertising representatives, and any other Persons as Tenant may desire, in connection with any Tenant Event. In no event will the number of such adequate parking spaces be less than 22,000 (less the number of parking spaces in Tenant's Parking Spaces, Landlord's Parking Spaces and the NFL Club's Parking Spaces) or more than 25,000 (less the number of parking spaces in Astroworld's Parking Spaces, Tenant's Parking Spaces, Landlord's Parking Spaces and the NFL Club's Parking Spaces). In fulfilling its parking obligations under the Existing Rodeo Lease to Tenant with respect to the provisions to Tenant of parking spaces on Tenant Event Days, Landlord will make available to Tenant such parking spaces that are the closest parking spaces on the Complex Grounds to the Astrodome, the Exhibition Hall and the Astroarena, subject to the location of Tenant's Parking Spaces, Landlord's Parking Spaces, Astroworld's Parking Spaces and the NFL Club's Parking Spaces. Once more than 22,000 parking spaces (less Tenant's Parking Spaces, Landlord's Parking Spaces and the NFL Club's Parking Spaces) (but in no event greater than 25,000 parking spaces, less Tenant's Parking Spaces, Landlord's Parking Spaces and the NFL Club's Parking Spaces) are available at the Complex Grounds on a consistent basis for Tenant Events, Landlord shall not provide to Tenant for any Tenant Event less than such amount of parking spaces. Landlord and Tenant recognize that the foregoing obligation of Landlord is also contained in the Rodeo Stadium Lease and may be fulfilled by Landlord's performance under the Rodeo Stadium Lease during the Lease Term to the extent the Stadium Lease Term coincides with the Lease Term.

2.5.4.2 Tenant Non-Event Use. During Tenant Non-Events that are Booked in accordance with the terms of the Existing Rodeo Lease and subject to the provisions of the other Principal Project Documents (but only to the extent in force and applicable), Tenant shall have the right to use such parking spaces on the Complex Grounds as are necessary for the holding of such Tenant Non-Event and as are required to be provided by Landlord in accordance with this Section 2.5.4.2 (the "**Tenant Non-Event Parking Spaces**") but subject to the applicable provisions of the Principal Project Documents (but only to the extent in force and applicable). The Tenant Non-Event Parking Spaces shall be (i) for the use of Tenant and the patrons, attendees, invitees and guests of such Tenant Non-Event, (ii) at no cost or charge of any kind, including the Parking Tax or any parking surcharge, to Tenant or the users of such parking spaces and (iii) provided on a non-discriminatory basis; *provided, however*, in all circumstances Tenant shall be entitled to the sole use and occupancy of Tenant's Parking Spaces subject to the Principal Project Documents (but only to the extent in force and applicable). Landlord's obligation to provide the Tenant Non-Event Parking Spaces on a non-discriminatory basis shall be (i) subject to Landlord's obligations to the NFL Club under Section 2.5.5(c) of the NFL Club Lease (but only to the extent the in force and applicable) regarding parking for "Tenant Events" (as such term is defined in the NFL Club Lease) and (ii) satisfied so long as Landlord shall not exclude attendees of Tenant Non-Events from the Parking Facilities unless the Parking Facilities are full. Notwithstanding anything herein to the contrary, if another Event is occurring at the Astrodome Complex at such time as a Tenant Non-Event is occurring, Tenant acknowledges that in order to ensure that such Tenant Non-Event Parking is provided at no cost or charge, Tenant may have to issue Complimentary Parking Passes in accordance with Section 2.5.4.5.

2.5.4.3 Busing. At such times during the Lease Term as Tenant is entitled to occupy the Leased Premises pursuant to the terms of the Existing Rodeo Lease, Tenant shall have the uninterrupted right to transport its employees, staff, volunteers, invitees, guests, patrons and attendees into and out of the Astrodomain Complex, at no cost or charge of any kind, including the Parking Tax, by (i) bus or any other high occupancy vehicle and (ii) any form of mass transit that is, or may be in the future, connected to, adjacent to or serve the Astrodomain Complex.

2.5.4.4 Year-Round Use. At all times during the Lease Term, but subject to the terms of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), Tenant shall have the sole and exclusive right to use and occupy Tenant's Parking Spaces, at no cost or charge, including the Parking Tax or any parking surcharge, to Tenant or the users of such parking spaces. Tenant's Meeting Parking Spaces shall be for (i) the use of the patrons, attendees, invitees and guests of Tenant Non-Events under both the Existing Rodeo Lease and the Rodeo Stadium Lease and (ii) Tenant's use of Tenant's Office/Meeting Space. Tenant's Administrative Parking Spaces shall be for the use of officers, staff, executive committee, employees, guests, visitors, invitees, Tenant's service people, members of the press and other media, radio, television and advertising representatives and all other Persons as Tenant may desire. Further, Tenant shall have the right, in its sole discretion, to identify specific parking spaces within Tenant's Administrative Parking Spaces that shall be marked and designated for the sole use and occupancy of Tenant's officers, members of Tenant's executive committee and certain members of Tenant's senior staff. Tenant's Warehouse Parking Spaces shall be for (i) Tenant's use of Tenant's Office/Meeting Space in Tenant's Warehouse and (ii) storage, including the storage of earth moving equipment. At all times during the Lease Term, but subject to the terms of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), Tenant shall have the right to fence or rope off Tenant's Parking Spaces; *provided, however*, that in the event that Tenant shall desire to place any permanent fencing around Tenant's Parking Spaces, Tenant shall (a) coordinate with Landlord to insure that such permanent fencing will not interfere with Landlord's right to relocate Tenant's Parking Spaces pursuant to Section 2.5.6 and (b) coordinate with the NFL Club to insure that such permanent fencing will not interfere with the NFL Club's right to reduce Tenant's Parking Spaces pursuant to Section 4.3 of the Stadium Tri-Party Agreement (but only to the extent in force and applicable).

2.5.4.5 Complimentary Passes. For any or all Tenant Event Days and during all Tenant Events and Tenant Non-Events, Tenant shall have the right to (i) issue complimentary parking passes, with in and out privileges, to any employee, staff, director, officer, member, volunteer, committee member, VIP (excluding Suite licensees), sponsors (irrespective of whether such sponsor is a Suite licensee), contestant or exhibitor ("Complimentary Parking Passes") that Tenant in its reasonable judgment deems necessary, consistent with Tenant's operational needs and historical practice but recognizing the effect on Landlord's parking revenue and (ii) subject to the terms of the other Principal Project Documents (but only to the extent in force and applicable), designate specific entrances to and locations on the Complex Grounds (except as provided in Section 5.2.2 hereof) that shall be for the reserved use or occupancy of the holders of Complimentary Parking Passes; *provided, however*, that irrespective of whether Tenant elects to so designate specific entrances or reserved parking areas, the holders of Complimentary Parking Passes

may enter or park on the Complex Grounds at any locations that the general public shall be entitled to enter or park on the Complex Grounds. Any vehicles entering the Leased Premises on Tenant Event Days or during Tenant Events or Tenant Incidental Events and presenting a Complimentary Parking Pass shall not be subject to a parking charge of any kind, including the Parking Tax or any parking surcharge. Landlord and the Complex Manager shall coordinate with Tenant for the implementation and issuance of the Complimentary Parking Passes and the establishment of reserved parking areas on Tenant Event Days and during Tenant Events and Tenant Non-Events pursuant to this Section 2.5.4.5.

2.5.4.6 2001 and 2002 Spring Rodeo. Notwithstanding anything in the Existing Rodeo Lease or the other Principal Project Documents to the contrary, the Parties acknowledge and agree that during the 2001 Spring Rodeo, the 2002 Spring Rodeo and any subsequent Spring Rodeos prior to the commencement of the Stadium Lease Term (as determined in accordance with Article 3 of the Rodeo Stadium Lease), Tenant shall have the right to (i) prohibit any general public parking on any portion of the Complex Grounds (other than the Additional Parking Land, Landlord's Land and the Rodeo Land) and to designate any portion of the Complex Grounds (other than the Additional Parking Land, Landlord's Land and the Rodeo Land) as reserved/permit parking, (ii) designate up to eight hundred (800) parking spaces on the Additional Parking Land, Landlord's Land or the Rodeo Land, collectively, as reserved/permit parking and (iii) pre-sell, at any time prior to each Tenant Event Day, any or all of the parking spaces on the Additional Parking Land, Landlord's Land or the Rodeo Land at a charge of Ten and No/100 Dollars (\$10.00) per vehicle with in and out privileges for the Tenant Event Day in question; *provided, however,* that Landlord shall be entitled to (i) use up to seven hundred (700) parking spaces on the Additional Parking Land, Landlord's Land or the Rodeo Land, collectively, for Event Staffing, Additional Staffing or Landlord Staffing, (ii) on any Tenant Event Day, sell any parking spaces on the Additional Parking Land, Landlord's Land or the Rodeo Land that were not sold by Tenant prior to such Tenant Event Day or are not a part of Tenant's reserved/permit parking spaces as provided above and (iii) all revenues from Tenant's pre-sale of parking spaces as provided above or Landlord's sale of parking spaces on Tenant Event Days as provided in the foregoing clause (ii) of this proviso shall belong to Landlord.

2.5.5 Charges for Tenant Event Day Parking. Subject to the terms of the Existing Rodeo Lease and the Rodeo Stadium Lease regarding any free or complimentary parking rights, whether pursuant to Complimentary Parking Passes or otherwise, Landlord will have the right on Tenant Event Days and during Tenant Non-Events to impose, collect and receive a parking charge or fee for vehicles entering the Complex Grounds for purposes of attending Tenant Events and Tenant Non-Events held at the Leased Premises. For the first Spring Rodeo and Rodeo Festival held subsequent to the commencement of the Stadium Lease Term (as determined in accordance with Article 3 of the Rodeo Stadium Lease) and for all Tenant Non-Events held during such period of time, the average amount charged per vehicle on any particular day for parking spaces available for parking use (i.e., not used by Tenant for other uses or for reserved or complimentary parking) (the "**Average Parking Rate**") shall not exceed Eight and No/100 Dollars (\$8.00) per vehicle. For Tenant Events and Tenant Non-Events held subsequent to such Spring Rodeo and Rodeo Festival, Landlord shall have a reasonable right to increase the Average Parking Rate on an annual basis to

reflect market changes, recognizing the effect that any such increase will have on the level of attendance at Tenant Events.

2.5.6 Relocation of Tenant's Parking Spaces. During such periods as are reasonably necessary for those Booked Landlord Events that not only constitute extra-ordinary, non-reoccurring Events in the Astrodomain Complex but also reasonably require relocation of the Tenant's Parking Spaces, Landlord shall have the right to temporarily relocate (but not reduce) Tenant's Parking Spaces to other parking areas at the Complex Grounds, subject to the prior approval of Tenant, not to be unreasonably withheld.

2.5.7 Landlord's Parking Spaces. During Tenant Events Landlord shall have the right to use Landlord's Parking Spaces.

Section 2.6 Exposition Center Marquee and Signs; Leased Premises Informational Signs; Statues.

2.6.1 Exposition Center Marquee and Signs. Tenant, at Tenant's sole cost and expense and subject to Landlord's reasonable consent (which consent shall be permitted to take into consideration Landlord's desire to maintain a certain degree of aesthetic conformity with respect to such types of signs), shall have the right to (i) place a marquee or sign on the exterior of the Exposition Center with Tenant's name (i.e., "Houston Livestock Show and Rodeo" or "Rodeo Houston") of a size similar to Tenant's sign located on the exterior of the Astrohalls as of the Effective Date and (ii) place a sign on the interior of the Exposition Center identifying the Exposition Center as the home of Tenant (i.e., "Home of Houston Livestock Show and Rodeo" or "Home of Rodeo Houston"). Tenant consents to the similar rights granted to the NFL Club in the NFL Club Lease.

2.6.2 Leased Premises Informational Signs. Tenant, at Tenant's sole cost and expense and subject to Landlord's reasonable consent (which consent shall be permitted to take into consideration Landlord's desire to maintain a certain degree of aesthetic conformity with respect to such types of signs), shall have the right to install such directional or informational signage in the Exposition Center and on the Complex Grounds as Tenant deems reasonably necessary to adequately identify Tenant's Facilities and "Tenant's Facilities" as defined in the Rodeo Stadium Lease. Tenant consents to the similar rights granted to the NFL Club in the NFL Club Lease.

2.6.3 Statues. As of the Effective Date, there are certain statues and sculptures located on the Complex Grounds, including, the American Indian statue located to the west of Gate 5, that were installed on the Complex Grounds by Tenant pursuant to the Original Rodeo Lease (or the oral consent of Landlord's predecessor) (collectively, the "**Statues**"). The Parties acknowledge and agree that these Statues will be subject to the following provisions:

- (a) The Statues are and shall remain the property of Tenant;
- (b) Landlord may request that the Statues be relocated to another location in the Astrodomain Complex (other than Landlord's Land or Rodeo Land) to the

extent future renovations of, or improvements to, the Astrodomain Complex (as permitted pursuant to the Existing Rodeo Lease) shall necessitate such relocation;

- (c) Any relocation of the Statues pursuant to this Section 2.6.3 shall be (i) at Tenant's sole cost and expense and (ii) to a location within the Astrodomain Complex (other than Landlord's Land or Rodeo Land) mutually agreed upon by Tenant and Landlord; and
- (d) Prior to the Exposition Delivery Date and any replacement of the Astroarena (as permitted by the Existing Rodeo Lease), Tenant shall have the right to relocate any or all of the Statues to another location within the Astrodomain Complex (other than Landlord's Land or Rodeo Land) mutually agreed upon by Tenant and Landlord.

Section 2.7 Rodeo Conduits. Landlord covenants and agrees that it shall construct, at its sole cost and expense, the Rodeo Conduits on or before the Exposition Delivery Date.

ARTICLE 3 **LEASE TERM**

Section 3.1 Lease Term. The term of the Existing Rodeo Lease (the "**Lease Term**") shall commence on the Effective Date and, unless (a) sooner terminated in accordance with the provisions of the Existing Rodeo Lease or (b) extended due to a Stub Period as described below in this Section 3.1, end at 11:59 p.m. on the latter of (i) August 1, 2032 or (ii) the Stadium Lease Expiration Date. If a Tenant Event is in progress on the expiration of the Lease Term, then the Lease Term shall be automatically extended so as to end at 11:59 p.m. on the first day following the earlier of (a) the last day of Tenant's Six-Month Period or (b) the last day of the Spring Rodeo Dates or Rodeo Festival Dates, as applicable, for the Tenant Event then in progress (such period of extension of the Lease Term being referred to herein as the "**Stub Period**").

ARTICLE 4 **PAYMENTS**

Section 4.1 Rent Payments. For each Lease Year in the Lease Term, Tenant covenants and agrees to pay to Landlord an annual payment and certain other payments (collectively, the "**Payments**") as follows and without offset or deduction other than as expressly provided in the Existing Rodeo Lease:

- (a) An amount equal to \$10 for each such Lease Year of the Lease Term (the "**Rent Payment**"), the receipt and sufficiency of which for the entire Lease Term is hereby acknowledged by Landlord; and

(b) The Additional Payments attributable to each such Lease Year, as provided in Section 4.2, which Additional Payments shall be calculated, and shall be due and payable, as provided in Section 4.2.

Section 4.2 Additional Payments. Tenant covenants and agrees to pay only the additional costs, expenses, liabilities, obligations and other payments described in this Section 4.2 and any other payments, including charges for labor, services or materials, which Tenant has agreed to pay Landlord under the provisions of the Existing Rodeo Lease (collectively, the "**Additional Payments**"). The Additional Payments do not include the Rent Payments.

4.2.1 Staffing Expenses. In accordance with Section 6.1.2, Tenant shall reimburse Landlord for the expenses actually incurred by Landlord (without mark-up) for Event Staffing and Additional Staffing for which Tenant is responsible to pay.

4.2.2 Utilities. In accordance with the provisions of Section 2.5.2.2(d) and Section 6.7.1, Tenant shall pay or cause to be paid the costs of Utilities used or consumed by Tenant at or in the Exhibition Hall, the Astroarena or the Astrodome (subject to the applicable provisions of Article 8) in holding Tenant Non-Events. Landlord shall pay the cost of all other Utilities used or consumed at the Leased Premises.

4.2.3 Promptness of Billing. Notwithstanding anything in the Existing Rodeo Lease or the other Principal Project Documents to the contrary, Landlord acknowledges and agrees that the prompt performance of repairs for which Tenant is responsible hereunder and submission of invoices to Tenant promptly following the completion the Spring Rodeo and the Rodeo Festival is essential to the operations of Tenant. As such, Landlord and Tenant agree that Tenant will not be responsible for any Additional Payments to be paid for by Tenant pursuant to the Existing Rodeo Lease, regardless of whether such Additional Payments are actually owed by Tenant, unless (i) an invoice for any Additional Payments relating to a particular Spring Rodeo or Rodeo Festival, as the case may be, is received within thirty (30) days of the last day of the Spring Rodeo Dates or Rodeo Festival Dates for such Spring Rodeo or Rodeo Festival and (ii) with respect to any repairs to the Leased Premises resulting from a Tenant Event and for which Tenant is obligated to reimburse Landlord for under the terms of the Existing Rodeo Lease only, a punch-list of such repairs shall be mutually established between the Landlord Representative and the Tenant Representative within the earlier of (X) seven (7) days from the last Spring Rodeo Event of the Spring Rodeo or Rodeo Festival Event of the Rodeo Festival, as applicable, is held at the Leased Premises, (Y) the date upon which Tenant has concluded its move-out following the completion of the Spring Rodeo or the Rodeo Festival, as applicable or (Z) prior to the move-in of any other Event or NFL Club Tenant Non-Event after the completion of the Spring Rodeo or Rodeo Festival or pursuant to Section 2.5.3.4, as applicable; *provided, however*, that Tenant shall not be relieved of its obligation to reimburse Landlord for any repairs to the Leased Premises resulting from a Tenant Event and for which Tenant is obligated to reimburse Landlord for under the terms of the Existing Rodeo Lease in the event that the punch-list is not established within the foregoing time period and such failure is caused solely by the Tenant Representative's failure to reasonably cooperate with the Landlord's Representative to establish such punch-list.

Section 4.3 Place and Method of Payment. All Additional Payments shall be paid to Landlord within thirty (30) days of the date Tenant receives an invoice therefor as set forth in Section 22.13 and Appendix D to this Amendment. The Person to receive such payments and the address for payment may be changed from time to time by notice to Tenant from Landlord or such payee as Landlord shall so designate by written notice to Tenant.

Section 4.4 Tenant's Audit Rights. Landlord shall maintain books and records showing all operating expenses of the Leased Premises, including all staffing expenses, costs of Utilities, costs of Tenant Event Day Admissions Taxes and Parking Taxes charged and costs of Maintenance and Capital Repair Work for the Leased Premises, in accordance with sound accounting and management practices, consistently applied. By April 1 of each calendar year during the Lease Term (including the calendar year following the year in which the Lease Expiration Date occurs), Landlord shall furnish to Tenant a statement of costs of (i) Event Staffing or Additional Staffing (to the extent payable or reimbursable by Tenant), (ii) cost of Utilities charged to Tenant or (iii) any other costs payable by Tenant under the Existing Rodeo Lease, each for the prior calendar year prepared by a qualified, independent certified public accountant. Tenant and/or its representative, which representative must be a qualified, independent certified public accountant, shall have the right to examine Landlord's books and records ("**Audit**") with respect to such operating expenses during normal Business Hours, upon written notice, delivered at least ten (10) Business Days in advance; *provided, however*, that on each Tenant Event Day, Tenant shall have the right to examine Landlord's books and records regarding Event Staffing, Additional Staffing (to the extent payable or reimbursable by Tenant) or any other costs payable by Tenant under the Existing Rodeo Lease for the Spring Rodeo or Rodeo Festival then being held. If it is determined as the result of Tenant's Audit that costs of (i) Event Staffing or Additional Staffing (to the extent payable or reimbursable by Tenant), (ii) cost of Utilities charged to Tenant or (iii) any other costs payable by Tenant under the Existing Rodeo Lease were overstated by three percent (3.0%) or more and Landlord does not disagree with such determination then Landlord shall reimburse Tenant for the reasonable costs of such Audit. If, however, Landlord disagrees with such determination, then Landlord shall be entitled to arrange for a second audit ("**Second Audit**") by a qualified, independent certified public accountant (which accountant may not be the same accountant that prepared the statement of operating expenses in dispute). If it is determined as the result of any such Second Audit that costs of (i) Event Staffing or Additional Staffing (to the extent payable or reimbursable by Tenant), (ii) cost of Utilities charged to Tenant or (iii) any other costs payable by Tenant under the Existing Rodeo Lease were overstated by three percent (3.0%) or more, then Landlord shall reimburse Tenant for the reasonable costs of the Audit and pay the costs of the Second Audit; otherwise Tenant shall pay for the cost of the Audit and reimburse Landlord for the reasonable costs of the Second Audit. In either event, Landlord or Tenant, as the case may be, shall reimburse the other Party for the amount, if any, of the disputed items which were incorrectly stated, overstated or understated by Landlord to the extent required to be paid by either Party to the other under the applicable provisions of the Existing Rodeo Lease.

ARTICLE 5
USE AND OCCUPANCY; PERMITTED USES

Section 5.1 Permitted Uses. During the Lease Term, Tenant shall have the right to use and occupy the Leased Premises during the periods and to the extent provided in Article 2 and as limited or provided elsewhere in the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable) for the following purposes (collectively, the "**Permitted Uses**"):

(a) Offices for Tenant's business and operations (including, the use of Tenant's Office/Meeting Space for meetings, fund-raisers, social events, entertainment events and marketing events);

(b) The exhibition, production, presentation and broadcasting (or other transmission or electronic distribution) of Tenant Events and Tenant Non-Events, and activities related thereto, including meetings, fund-raisers, barbeques, social events, community and public relations, the exhibition of advertising, marketing of Tenant Events and Tenant Non-Events, ticket sales and Suite licensing, sale of food and beverages and any and all other activities which, from time to time, are customarily conducted by or are related to the business and operations of Tenant or to any Tenant Events or Tenant Non-Events;

(c) Sale of Consumable Concessions and Non-Consumable Concessions, including food and alcoholic and non-alcoholic beverages, souvenirs and other items customarily sold and marketed in sports and multi-purpose entertainment facilities;

(d) Parking in the Parking Facilities;

(e) Retail uses, including such uses located in (i) the concourses, plazas and mezzanines of the Leased Premises, (ii) along the street level or above the street level of the Leased Premises and (iii) in kiosks, carts and similar permanent, movable or temporary retail facilities;

(f) Entertainment;

(g) Staging, production and storage operations by Tenant and any of its Affiliates, sub-tenants, licensees and concessionaires;

(h) Use and operation of Tenant's or its contractor's studio and related facilities for radio, television, internet, cable, satellite and any other broadcast and entertainment media within the Leased Premises during Tenant Events and Tenant Non-Events, including Tenant's or its contractor's support and production facilities, transmission equipment, antennas and other transceivers and related facilities and equipment primarily for the broadcast, production or other transmission of Tenant Events and Tenant Non-Events, and activities related thereto, and for the creation of commercials, television

shows, in-Stadium and in-game videos, including the right to sublease or license such studio or related facilities to a third party which may or may not be an Affiliate of Tenant for all or a portion of such purposes;

(i) The sole and exclusive right to broadcast, disseminate, reproduce and/or transmit by telephone, movies, radio, television, tape, disk, cassette, cable, satellite, dish, direct beam, pay television broadcasts, internet distribution or any other method of reproduction and/or otherwise, any part of all of Tenant Events and Tenant Non-Events, and activities related thereto, including pre-show, intermission or mid-show and post-show features and/or events and any and all visual or oral communications relating thereto, and Tenant shall retain for its own use and benefit all revenues, proceeds and receipts therefrom;

(j) Storage of Maintenance equipment, performance equipment and supplies used in connection with the operation of the Leased Premises and all other Permitted Uses;

(k) The use and enjoyment of the rights and licenses granted to Tenant under Article 7; and

(l) Other uses reasonably related or incidental to any of the foregoing.

Section 5.2 Prohibited Uses.

5.2.1 General. Tenant shall not use, or permit the use of, the Leased Premises for any other or additional purposes that is not a Permitted Use without first obtaining the consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding the Permitted Uses hereunder, Tenant agrees that it shall not use, or permit the use of, the Leased Premises for the following purposes (collectively, the "**Prohibited Uses**"):

(a) Subject to the provisions of Section 6.3 as to Additional Tenant Work (but only during the performance of any such Additional Tenant Work), create, cause, maintain or permit any public or private nuisance in, on or about the Leased Premises;

(b) Any purpose which is violative of any Governmental Rule or any Permitted Encumbrance;

(c) As (i) a sexually-oriented business (defined as an "enterprise" in Section 28-121 of the City of Houston Code of Ordinances, as hereafter amended from time to time), (ii) an industrial site, or (iii) a waste disposal site; or

(d) the operation of a NFL franchise or the exhibition of football games.

The provisions of this Section 5.2.1 shall inure to the benefit of, and be enforceable by Landlord. No other Person, including any invitee, patron or guest of the Leased Premises or the NFL Club,

shall have any right to enforce the prohibitions as to the Prohibited Uses; *provided, however*, the NFL Club shall have the right to enforce the prohibitions set forth in (d) above as long as the NFL Club Lease is in effect.

5.2.2 Complex Grounds. Without first obtaining the consent of Landlord, which consent shall not be unreasonably withheld, Tenant agrees that its use of certain portions of the Complex Grounds shall be limited as provided in this Section 5.2.2.

5.2.2.1 Additional Parking Land and Landlord's Land. Subject to Section 2.5.4.6 and Tenant's right to use the Additional Parking Land and Landlord's Land for any Permitted Use as provided in Section 7.2(g) of the Stadium Tri-Party Agreement (which shall survive any termination of the Stadium Tri-Party Agreement), Tenant agrees that during Tenant Events it shall not have the right to use the Additional Parking Land or Landlord's Land for any purpose other than parking for the general public attending Tenant Events and passenger vehicles holding Rodeo issued parking passes or permits, including Complimentary Parking Passes; *provided, however*, that, except as provided in Section 2.5.4.6, Tenant shall not be entitled to designate any portion of the Additional Parking Land or Landlord's Land as reserved parking or to instruct any holders of Complimentary Parking Passes to park solely in a particular area of the Additional Parking Land or Landlord's Land.

5.2.2.2 Rodeo Land. Subject to Section 2.5.4.6 and Tenant's right to use the Rodeo Land for any Permitted Use as provided in Section 7.2(g) of the Stadium Tri-Party Agreement, Tenant agrees that during Tenant Events it shall not have the right to use the Rodeo Land for any purpose other than parking for (i) the general public attending Tenant Events, (ii) passenger vehicles holding Rodeo issued parking passes or permits, including Complimentary Parking Passes and (iii) exhibitors or performers for Tenant Events, *provided* Tenant shall be entitled to designate any or all of the Rodeo Land as reserved parking.

5.2.2.3 Rodeo Festival. Tenant agrees that during the Rodeo Festival it shall not have the right to use the Complex Grounds for any purpose other than parking for (i) the general public attending Tenant Events, (ii) passenger vehicles holding Rodeo issued parking passes or permits, including Complimentary Parking Passes and (iii) exhibitors or performers for Tenant Events, *provided* Tenant shall be entitled to designate a reasonable portion of the Complex Grounds (other than the Additional Parking Land and Landlord's Land) as reserved parking. Notwithstanding the foregoing, Tenant shall have the right during the Rodeo Festival to use such portion of the Complex Grounds (other than the Additional Parking Land and Landlord's Land) as Tenant determines is reasonably necessary for any operations incidental to the conducting of the Rodeo Festival, including Concession Operations; *provided, however*, Tenant's use of the Complex Grounds for such Concession Operations shall not be permitted to reduce parking by more than ten percent (10%).

The provisions of this Section 5.2.2 shall inure to the benefit of, and be enforceable by, Landlord. No other person, including any invitee, person or guest of the Leased Premises or the NFL Club, shall have the right to enforce the provisions of this Section 5.2.2.

Section 5.3 Covenant as to Recurring Events. Tenant agrees that during the Lease Term, Tenant will not solicit the producers or sponsors of a Recurring Event to cause any Recurring Event to occur on a Tenant Event Day.

Section 5.4 Compliance with Governmental Rules.

5.4.1 Tenant. Without limiting Landlord's obligations set forth in the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), Tenant shall, throughout the Lease Term, within the time periods permitted by applicable Governmental Rules, comply or cause compliance with all Governmental Rules applicable to Tenant and, except as provided to the contrary in Section 5.4.2 below, Tenant's use or occupancy of the Leased Premises in accordance with the Existing Rodeo Lease and the other Project Documents (but only to the extent in force and applicable) other than Governmental Rules requiring Capital Repairs or upgrades to the Leased Premises. Tenant shall have the right to contest the validity or application of any such Governmental Rule, and if Tenant promptly so contests while preventing the imposition of any Liens on the Leased Premises, then Tenant may postpone compliance with such Governmental Rule during such contest, *provided* that such contest is prosecuted with diligence, except that Tenant shall not so postpone compliance therewith in such a manner as to, or if doing so would, impair the structural integrity of the Leased Premises, materially limit any right of Landlord to ground lease, operate, maintain, repair, use or occupy the Leased Premises (subject to the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable)), or subject Landlord to any liability or prosecution for a criminal act or cause the Leased Premises to be condemned or vacated. Landlord shall not, nor shall Landlord allow any other tenant or any third party within Landlord's control to, prevent Tenant from complying with any such Governmental Rules.

5.4.2 Landlord. Without limiting Tenant's obligations set forth in the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), Landlord shall, throughout the Lease Term, within the time periods permitted by applicable Governmental Rules, comply or cause compliance with all Governmental Rules applicable to the lease, operation, maintenance, repair, use and occupancy of the Leased Premises to the extent not caused by Tenant's use or occupancy of the Leased Premises. Landlord shall, however, have the right to contest the validity or application of any Governmental Rule, and if Landlord promptly so contests while preventing the imposition of any Liens on the Leased Premises, then Landlord may postpone compliance with such Governmental Rule during such contest, *provided* that such contest is prosecuted with diligence, except that Landlord shall not so postpone compliance therewith in such a manner as to, or if doing so would, impair the structural integrity of the Leased Premises defer any Maintenance or Capital Repair Work required to keep the Leased Premises in First Class Condition, limit any right of Tenant under the Existing Rodeo Lease or the other Principal Project Documents (but only to the extent in force and applicable) or subject Tenant to any liability or prosecution for a criminal act or cause the Leased Premises to be condemned or vacated. Tenant shall not, nor shall Tenant allow any third party within Tenant's control to, prevent Landlord from complying with any such Governmental Rules.

Section 5.5 Rights of Tenant to Revenues. Subject to the terms of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), Tenant shall be entitled to, and is hereby granted (subject to Sections 5.2.1 and 5.4.1) the exclusive right to contract for, collect, receive and retain all gross income and revenues and other consideration of whatever kind or nature realized by, from or in connection with Tenant's use or occupancy of the Leased Premises, including, all gross revenues, royalties, license fees, concession fees and income and receipts of any nature arising from the rights of Tenant under the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable).

Section 5.6 Advance Ticket Sales; Ticket Policies. Tenant's rights with respect to advance ticket sales and ticketing policies as provided in the Original Rodeo Lease shall be incorporated herein as if fully set out in this Amendment and shall apply to the Leased Premises.

ARTICLE 6

OPERATION, MAINTENANCE, AND REPAIR

Section 6.1 Operating Covenant. During the Lease Term, but subject to the applicable provisions of Article 8 with respect to the Astrodome and except as provided in Section 6.2.1 with respect to Tenant's Facilities, Landlord covenants to (i) operate and Maintain the Leased Premises, or cause the Leased Premises to be operated and Maintained, in a First Class Condition, (ii) perform, or cause to be performed, all Maintenance and Capital Repair Work with respect to the Leased Premises in accordance with this Article 6, (iii) perform, or cause to be performed, all Casualty Repair Work in accordance with Article 13, (iv) perform, or cause to be performed, all Condemnation Repair Work in accordance with Article 14, (v) provide Utilities in accordance with Section 6.7 and (vi) subject to any right of reimbursement by Tenant under the Existing Rodeo Lease, bear, pay and be responsible for all costs and expenses necessary for Landlord to fulfill the obligations of Landlord under the Existing Rodeo Lease.

6.1.1 Reserved Rights. Subject to the terms set out in the Existing Rodeo Lease and the other Principal Project Documents to the contrary (but only to the extent in force and applicable), including Landlord's operating, Maintenance and repair covenants and standards set forth in Section 6.1 and Section 6.2, Tenant reserves the sole and exclusive right, power and authority to operate Tenant Events and Tenant Non-Events. Subject to the terms set out in the Existing Rodeo Lease and the other Principal Project Documents to the contrary (but only to the extent in force and applicable), Tenant shall also have such discretion in the use, operation and control of (i) the Leased Premises on Tenant Event Days, (ii) the portion of the Astrodome (subject to the applicable provisions of Article 8), the Exhibition Hall or the Astroarena Booked for a Tenant Non-Event and (iii) Tenant's Facilities and Tenant's Parking Spaces at all times during the Lease Term, as may be needed to fully recognize the benefits and perform efficiently its responsibilities under the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), but subject to the terms thereof.

6.1.2 Staffing

6.1.2.1 Event Staffing. Subject to Section 6.1.2.7 below, Landlord, at Tenant's reasonable expense, shall staff the Leased Premises with reasonable levels of staff similar to the staffing of Comparable Facilities for Tenant Events and Tenant Non-Events, such levels to be mutually agreed on between the Parties (the "**Event Staffing**"). Any predetermined Event Staffing to which Landlord and Tenant agree may be increased, decreased or modified from time to time only with the prior approval of Landlord and Tenant, which approval shall not be unreasonably withheld; *provided, however*, if Landlord and Tenant cannot agree on Event Staffing or any modification thereto, then Event Staffing will be (i) based on the staffing of Comparable Facilities in similar circumstances, adjusted to take into account differences between the Leased Premises, the Comparable Facilities and the Tenant Event in question, and (ii) at the level that, in Landlord's reasonable discretion, is necessary to provide a safe environment for the attendees of the Tenant Events, Tenant Non-Events or such other use by Tenant, as applicable. The types of personnel described in Exhibit C-1 attached hereto are the types of personnel contemplated as Event Staffing. With regard to certain security personnel identified by Tenant, Landlord will cooperate in good faith with Tenant to maintain continuity of individual personnel who meet Tenant's reasonable approval. Landlord and Tenant also shall cooperate in good faith to develop and implement a traffic management plan to facilitate the ingress and egress of traffic to and from the Leased Premises for Tenant Events. Notwithstanding anything herein to the contrary, (i) all Event Staffing shall be staff related to and necessitated by the use and occupancy of the Leased Premises by Tenant during Tenant Events and Tenant Non-Events and (ii) any staff falling into the category of personnel described on Exhibit C-1 as Event Staff but who are part of Landlord's regular staff (as described on Exhibit C-2) shall not be part of Event Staffing and shall instead be a portion of Landlord Staffing.

6.1.2.2 Additional Staffing. Staffing in addition to Event Staffing of the types of personnel described in Exhibit C-1 attached hereto (the "**Additional Staffing**") may be provided by Landlord, at Landlord's expense, subject to the provisions of Section 6.1.2.7; *provided* that to the extent, and only the extent, such Additional Staffing is (i) requested by Tenant or (ii) necessary in Landlord's reasonable discretion in order to provide a safe environment for the attendees of the Tenant Event or Tenant Non-Event, proximately caused by the holding of the Tenant Event or Tenant Non-Event (and not as a result of a Force Majeure, Emergency or failure of Landlord to fulfill its Maintenance and Capital Repair obligations under the Existing Rodeo Lease), and Landlord has provided Tenant with prior written notice of the necessity of providing such Additional Staffing, the cost of such Additional Staffing shall be reimbursed by Tenant. Landlord shall not be obligated to provide Additional Staffing requested by Tenant, unless Tenant and Landlord subsequently agree as to which Party will be responsible for the expense thereof.

6.1.2.3 Landlord Staffing. In addition to the Event Staffing and any Additional Staffing, Landlord shall staff, at Landlord's sole cost and expense, the Leased Premises including the Stadium, throughout the Lease Term with reasonable levels of the staff similar to the staffing by operators of Comparable Facilities (the "**Landlord Staffing**"). Event Staffing and Additional Staffing for which Tenant pays as provided in Sections 6.1.2.1 and 6.1.2.2 are excluded

from Landlord Staffing. The types of personnel described in Exhibit C-2 attached hereto are the types of personnel contemplated as Landlord Staffing.

6.1.2.4 Staff Parking. Landlord will use good faith efforts to prevent any personnel of Landlord Staffing and Additional Staffing for which Tenant shall not pay from parking in the Leased Premises on Tenant Event Days.

6.1.2.5 Conduct of Staff; Replacement. Landlord will ensure that all staff members employed by Landlord or the Complex Manager for any Tenant Event, Tenant Non-Event or other use by Tenant shall conduct themselves professionally. In the event that Tenant, in its reasonable discretion, deems any staff member, whether a part of Event Staffing, Additional Staffing or Landlord Staffing, to be unfit for duty as a member of the staff, Landlord or the Complex Manager, as appropriate, will immediately remove any such member of the staff and, subject to Section 6.1.2.7 below, replace such position with a staff member reasonably approved by Tenant. Likewise, Tenant will ensure that all individuals selected by Tenant to substitute for and replace members of Landlord's Event Staffing and Additional Staffing pursuant to Section 6.1.2.7 hereof shall conduct themselves professionally. In the event that Landlord, in its reasonable discretion, deems any individuals selected by Tenant to substitute for and replace members of Landlord's Event Staffing and Additional Staffing to be unfit to perform the duty for which such individual was selected, Landlord shall have the right to request, and Tenant will immediately remove any such individual from the position selected and replace such individual with another who meets the requirements of this Section 6.1.2.5.

6.1.2.6 Staffing Expenses. The Parties agree that (i) Landlord will charge Tenant only Landlord's actual cost for any staff for which Tenant is obligated to reimburse Landlord, without mark-up, and Landlord shall not pass-through to Tenant its corporate or other overhead, (ii) all compensation and benefits to staff will be at market rates (adjusted for each personnel position no more often than on an annual basis, subject to review by the Management Committee established under the Stadium Tri-Party Agreement, or if no such Management Committee exists, by Tenant and Landlord pursuant to procedures similar to those imposed on the Management Committee pursuant to the Stadium Tri-Party Agreement) and (iii) no overtime will be charged except as is necessary due to an Emergency. It is the intent of the Parties that Landlord should not make any profit through staffing, but seek to recover from Tenant only Landlord's actual costs for such staff that Tenant is obligated to reimburse Landlord. To the extent Event Staffing or Additional Staffing, the cost of which Tenant ordinarily would be liable to reimburse Landlord, is not only used for a Tenant Event or Tenant Non-Event, but also for any other Event or NFL Club Tenant Non-Event, expenses for such Event Staffing and such Additional Staffing will be fairly and equitably allocated among Tenant, Landlord and the NFL Club, to the extent such expenses were incurred in regard to their respective Events, Tenant Non-Events or NFL Club Tenant Non-Events and for which under the terms of the Existing Rodeo Lease or the other Principal Project Documents they are obligated to pay.

6.1.2.7 Tenant's Replacement Staff. Other than the personnel indicated on Exhibit C-1 attached hereto as not being able to be provided by Tenant, Tenant shall at all times

be entitled to substitute and replace any member of Event Staffing or Additional Staffing (for which Tenant is obligated to pay the cost of in accordance with the terms of this Section 6.1) with its own members, staff, employees, volunteers or hired staff in connection with any Tenant Event, Tenant Non-Event or Performance Preparation Services and thereby incur no charge from Landlord for such replaced staff members. Notwithstanding the foregoing, each of Tenant's replacement staff member must meet the qualifications that would have been imposed on such staff member had they been hired or obtained by Landlord to perform the particular duty that they will be performing.

6.1.3 Tenant's Negligence. Notwithstanding anything to the contrary contained in the Existing Rodeo Lease, Tenant agrees to reimburse Landlord for all reasonable costs and expenses incurred by Landlord for Maintenance and repairs which directly result from Tenant's (or its agent's or contractor's) negligence or willful misconduct; *provided, however*, Tenant shall not have any such obligation to reimburse Landlord with respect to repairs or Maintenance necessitated by ordinary wear and tear or any repairs necessitated by any Casualty or Condemnation, nor shall Tenant be liable for those matters described in Section 10.7.2 hereof.

6.1.4 Restocking. Tenant shall pay Landlord's cost to restock (including the cost of such supplies) hand soap, hand towels and toilet paper used during Tenant Events and such hand soap, hand towels and toilet paper supplies the use of which are attributable to Tenant Non-Events. Notwithstanding the foregoing, in lieu of paying for the cost of the hand soap, hand towels and toilet paper used during Tenant Events and Tenant Non-Events in accordance with the foregoing sentence, Tenant shall have the option of providing such supplies to Landlord subject to the qualifications set forth in the next succeeding sentence hereof and provided that such supplies shall be of a similar kind and quality to the supplies that Landlord would have otherwise obtained. Notwithstanding anything in the Existing Rodeo Lease or the other Principal Project Documents to the contrary, Landlord covenants and agrees that after the first two (2) Lease Years and for the remainder of the Lease Term, in the event the equipment, fixtures and fittings installed in the Leased Premises for dispensing hand soap, hand towels and toilet paper are not of a nature that they are capable of accepting and dispensing hand soap, hand towels and toilet paper that are of a generic size and type and that are commonly available from different suppliers or manufacturers, Tenant's responsibility to reimburse Landlord for hand soap, hand towels and toilet paper used during Tenant Events and Tenant Non-Events shall be limited to the actual cost of such supplies for equipment, fixtures and fittings for dispensing hand soap, hand towels and toilet paper that are capable of accepting and dispensing hand soap, hand towels and toilet paper of a generic size and type and commonly available from different suppliers or manufacturers; *provided, however* that Tenant shall not be permitted to provide such supplies to Landlord in lieu of paying for the cost of such supplies and shall be responsible for Landlord's actual cost of such supplies in the event that (i) Landlord has entered into a contract for supply of hand soap, hand towels and toilet paper which does not allow Tenant to provide such supplies and to which Landlord has obtained Tenant's prior written consent of such provision or (ii) Tenant and the NFL Club have entered into a contract for supply of hand soap, hand towels and toilet paper through the Astrodome Joint Marketing Terms and Conditions (as defined in the Stadium Tri-Party Agreement), the supply of such items being a Stadium Tri-Party Service Right, which contract does not allow Tenant to provide such supplies.

6.1.5 Cleaning. Notwithstanding anything herein to the contrary, (i) Landlord shall deliver the Leased Premises to Tenant in a clean condition, the level of such cleanliness to be mutually agreed upon by Landlord and Tenant but in all events to be no less than the state of cleanliness in similar circumstances for Comparable Facilities, on the first day of the Spring Rodeo Dates (and after having installed the Rodeo Dirt and Non-Slip Surface in accordance with Section 6.2.2) and the first day of the Rodeo Festival Dates Booked in each calendar year at Landlord's sole cost and expense, (ii) Landlord shall clean the Leased Premises during the Spring Rodeo and the Rodeo Festival, the level of such cleaning to be mutually agreed upon by Landlord and Tenant on an annual basis but in all events to be no less than the level of cleaning in similar circumstances for Comparable Facilities, at Tenant's sole cost and expense and as part of Event Staffing (other than any area of the Leased Premises operated by the Leased Premises's concessionaire during the Spring Rodeo or Rodeo Festival in question or any portion of the Complex Grounds where Landlord derives parking revenues, which shall be cleaned at Landlord's sole cost and expense and as part of Landlord Staffing) ("**Event Cleaning**") and (iii) after the last Spring Rodeo Event or Rodeo Festival Event is held in each calendar year, Landlord shall clean the entire Leased Premises, including the thorough and overall cleaning of the Leased Premises, at Landlord's sole cost and expense and as part of Landlord Staffing ("**Post-Event Cleaning**"). Landlord and Tenant agree that Landlord shall not commence Post-Event Cleaning, including the thorough and overall cleaning of the Leased Premises and any cleaning for any future Event, until four (4) hours after the last Spring Rodeo Event or Rodeo Festival Event is held in each calendar year.

6.1.6 Security for Tenant's Office/Meeting Space and Complex Grounds. At all times during the Lease Term and on a twenty-four (24) hour basis, Landlord shall provide, at its sole cost and expense, security personnel for the Complex Grounds (other than Landlord's Land, the Rodeo Land and the Additional Parking Land) and Tenant's Office/Meeting Space in the Exposition Center. Further, the Parties shall mutually agree as to a security plan, to be implemented at Landlord's cost and expense, which shall provide for controlled access to and from Tenant's Office/Meeting Space in the Exposition Center.

Section 6.2 Maintenance and Repairs.

6.2.1 Landlord's Obligation. Subject to the applicable provisions of Article 8 with respect to the Astrodome, Landlord shall, throughout the Lease Term, do the following (collectively, the "**Maintenance and Capital Repair Work**"):

(a) Keep and Maintain the Leased Premises, taken as a whole, and each component thereof, respectively taken as a whole, in a First Class Condition and perform all Maintenance and all Capital Repairs, or cause the performance of all Maintenance and all Capital Repairs, necessary to accomplish the foregoing;

(b) Maintain and keep, or cause to be Maintained and kept, the Leased Premises, taken as a whole, and each component thereof, respectively taken as a whole, in a clean, neat and orderly condition given the nature and use of the Leased Premises; and

(c) Upgrade the Leased Premises if and as provided in the Stadium Tri-Party Agreement (but only to the extent in force and applicable) or Section 6.3.

Neither Section 6.1 nor this Section 6.2 shall apply to, and Landlord shall have no obligation with respect to, Tenant's Facilities Maintenance and Tenant, at its own cost and expense, shall provide such Tenant's Facilities Maintenance as may be necessary or appropriate to keep Tenant's Office/Meeting Space clean and in good condition, ordinary wear and tear excepted, for the purposes for which Tenant has been granted the right to use and occupy the same.

6.2.2 Readiness of the Performance Areas. Landlord, at Landlord's sole expense, shall provide the Spring Rodeo Preparation Services for each Booked Spring Rodeo and the Rodeo Festival Preparation Services for each Booked Rodeo Festival and tender the Performance Area in a First Class Condition for any such Tenant Event and other activities. For each Spring Rodeo during which Rodeo Dirt is to be installed or removed from any of the Performance Areas by Landlord as part of the Spring Rodeo Preparation Services, Tenant will use reasonable, good faith efforts to obtain a donation of (i) the Non-Slip Surface, (ii) the use of the equipment necessary to remove and install the Rodeo Dirt and (iii) the use of the equipment necessary to remove the Spring Rodeo Performance Equipment, each as part of the Spring Rodeo Preparation Services, for Landlord's use in connection therewith, but Tenant's failure to so obtain the Non-Slip Surface or such equipment shall not relieve Landlord of its obligation to so install and remove the Rodeo Dirt and the Non-Slip Surface or remove the Spring Rodeo Performance Equipment in accordance with this Section 6.2.2. Notwithstanding anything to the contrary contained in this Section 6.2.2, nothing in this Section 6.2.2 is meant to, or shall be deemed to, (i) impose any requirement on Landlord to upgrade the Leased Premises or make Capital Repairs except for such upgrades and Capital Repairs as are required pursuant to other Sections of this Amendment or pursuant to the Stadium Tri-Party Agreement (but only to the extent in force and applicable), (ii) impose any requirement or liability on Landlord to maintain the Rodeo Dirt during the Spring Rodeo, (iii) impose any requirement or liability on Landlord to maintain the Non-Slip Surface during the Spring Rodeo or Rodeo Festival, if applicable, after it has been installed by Landlord in accordance with the requirements of this Section 6.2.2 (other than Landlord's obligation to supply such amounts of Non-Slip Surface, at its sole cost and expense, as needed by Tenant to maintain the Non-Slip Surface for the entire duration of the Tenant Event in question or (iv) subject to the terms of the Existing Rodeo Lease, prohibit Tenant from undertaking and performing any and all other services necessary to prepare the Leased Premises for any Tenant Event. Notwithstanding anything in the Existing Rodeo Lease or the other Principal Project Documents to the contrary, any Rodeo Dirt not used by Landlord in satisfying its obligations under the Existing Rodeo Lease and the Rodeo Stadium Lease shall be made available for Tenant's use, at no cost or charge to Tenant, *provided* that (i) Tenant uses such Rodeo Dirt in connection with a Tenant Event and (ii) Tenant returns such Rodeo Dirt to Landlord within five (5) days after the conclusion of the Spring Rodeo or Rodeo Festival then in question.

Section 6.3 Changes, Alterations and Additional Improvements. Nothing in this Section 6.3 is meant to, nor shall be construed to, limit Landlord's duties and obligations to operate, maintain and repair the Leased Premises as set forth in Article 6.

6.3.1 Additional Tenant Work. Subject to the limitations and requirements contained in this Section 6.3 and the other Principal Project Documents (but only as to the Complex Grounds and to the extent the Principal Project Documents are in force and applicable), Tenant shall have the right at any time and from time to time to (i) request Landlord to make changes or alterations to the Leased Premises so that the Leased Premises (save and except the Astrodome), taken as a whole, and each component thereof, respectively taken as a whole, is not only in First Class Condition, but contains and exhibits those improvements, equipment and standards which are likely to engender interest and increase use among prospective guests, invitees, concessionaires, sponsors and advertisers (the construction or installation of any such changes and alterations referred to in this item (i) being collectively referred to herein as the "**Requested Work**"), (ii) make changes and alterations in, to or of Tenant's Facilities and (iii) make those changes and alterations to the Leased Premises which are described in item (i) above if, after request by such Tenant, Landlord fails to do so (the construction or installation of any such changes and alterations referred to in items (ii) and (iii) above being collectively referred to herein as "**Additional Tenant Work**"). All completed Additional Tenant Work shall become the property of Landlord as contemplated in the Existing Rodeo Lease.

6.3.2 Additional Tenant Work Requirements. The performance of any Additional Tenant Work by a Tenant shall in all cases comply with the requirements and conditions of this Section 6.3.2.

6.3.2.1 Material Additional Tenant Work. Any Material Additional Tenant Work shall be subject to the following procedures and requirements:

- (a) Tenant shall deliver all Additional Tenant Work Design Plans regarding the proposed Material Additional Tenant Work to the Landlord Representative at least thirty (30) days prior to the commencement of any Material Additional Tenant Work. Upon receipt from Tenant of any Additional Tenant Work Design Plans regarding proposed Material Additional Tenant Work, the Landlord Representative shall review the same (which review shall be in accordance with Section 21.3) and shall promptly (but in any event within thirty (30) days after receipt) give Tenant notice of the approval or non-approval of the Landlord Representative (in such party's reasonable discretion), and further, in the event of a non-approval, such notice shall set forth in reasonable detail the reasons for such non-approval;
- (b) If the Landlord Representative gives Tenant notice of the non-approval of any of the Additional Tenant Work Design Plans, Tenant shall have the right within thirty (30) days after the date of such notice to resubmit any such Additional Tenant Work Design Plans to the Landlord Representative, modified as necessary in response to Landlord Representative's reasons for such non-approval, until the Additional Tenant Work Design Plans are approved by the Landlord

Representative. All subsequent resubmissions of Additional Tenant Work Design Plans by Tenant must be made within fifteen (15) days after the date that notice of the non-approval is received from the Landlord Representative as to the prior resubmission. Any resubmission shall be subject to review by the Landlord Representative (in its reasonable discretion) in accordance with Section 6.3.2.1(a), except that the time period for review and response by the Landlord Representative shall be fifteen (15) days; and

- (c) Upon the approval by the Landlord Representative of the Additional Tenant Work Design Plans, Tenant may commence such approved Material Additional Tenant Work and prosecute such approved Material Additional Tenant Work to completion without any further approval by the Landlord Representative.

6.3.2.2 Governmental Rules. Any Additional Tenant Work shall, once commenced, be made with due diligence (subject to Excusable Tenant Delay) and shall be completed in accordance with the provisions of the Existing Rodeo Lease in a good and workmanlike manner and in compliance with all applicable Governmental Rules.

6.3.2.3 Character of Work. Any Additional Tenant Work shall, when completed, be of such a character so as not to (i) reduce the utility of the Leased Premises below the utility immediately before such Additional Tenant Work, (ii) diminish the rights or interests of either Tenant or Landlord under the Existing Rodeo Lease or under any of the other Principal Project Documents (but only to the extent in force and applicable) or (iii) weaken or impair the structural integrity of the Leased Premises.

6.3.2.4 Payment. The cost of any Additional Tenant Work shall be paid in cash or its equivalent by Tenant from its own funds (subject to reimbursement in some cases as provided herein) pursuant to customary construction disbursement procedures for the performance of such work, including taking commercially reasonable measures to cause the Leased Premises to be free from all Liens or security interests for the cost of such Additional Tenant Work, subject to such Tenant's right to dispute any Lien or claim of Lien pursuant to Section 6.4.

6.3.2.5 Additional Tenant Work Design Plans. All Additional Tenant Work shall, once commenced, be completed in accordance with all Additional Tenant Work Design Plans which plans shall be reasonably approved by the Landlord Representative to the extent such approval is required herein.

6.3.2.6 Landlord Events. Except as set forth herein, no Additional Tenant Work shall be performed at any time during a day on which a Landlord Event is Booked without the prior written consent of Landlord, as the case may be. To the extent that Landlord believes, in such its reasonable judgment, that any Additional Tenant Work proposed by Tenant may interfere with a Booked Landlord Event, the Additional Tenant Work shall be postponed to a later date acceptable

to Landlord and Tenant. Notwithstanding the foregoing, Tenant may at any time, with or without the approval of the Landlord, perform Additional Tenant Work in its Tenant's Facilities irrespective of whether such work is performed on a day on which a Landlord Event is Booked so long as such Additional Tenant Work does not interfere with the Landlord's use and enjoyment of the Leased Premises; *provided, however*, Tenant shall make a good faith effort to use all reasonable commercial efforts not to perform Additional Tenant Work on a day on which a Landlord Event is Booked to the extent the prosecution thereof would interfere in any material respect with the Landlord Event in question.

6.3.2.7 Affect on Concessions, Increased Costs, Signage and Tenant Events. In the event the Additional Tenant Work materially or adversely effects any Concession Operations, signage, operating costs of the Landlord or Landlord's ability to produce Landlord Events as historically produced prior to the time in question, Tenant shall deliver all Additional Tenant Work Design Plans regarding the proposed Additional Tenant Work to the Landlord Representative at least thirty (30) days prior to the commencement of any such Additional Tenant Work and receive the approval of such Additional Tenant Work Design Plans from the Landlord Representative as if such Additional Tenant Work were Material Additional Tenant Work.

6.3.3 Additional Landlord Work. Subject to the limitations and requirements contained in this Section 6.3 and the other Principal Project Documents (but only as to the Complex Grounds and the extent the Principal Project Documents are in force and applicable), Landlord shall have the right at any time and from time to time to make changes and alterations in, to or of the Leased Premises ("**Additional Landlord Alterations**"). For purposes of this Agreement, "**Additional Landlord Work**" shall collectively refer to (i) construction or installation of any Requested Work or Additional Landlord Alterations, (ii) Capital Repair Work required under Section 6.2, and (iii) any other construction, installation or repair work in, to or of the Leased Premises required or permitted to be done as a result of Casualty damage under Article 13 or Condemnation under Article 14, as the case may be. Additional Landlord Work shall not include any improvements that are made in accordance with the provisions of Article 8 hereof or Section 7.2 of the Stadium Tri-Party Agreement with respect to any portion of the Leased Premises other than the Exposition Center.

6.3.4 Additional Landlord Work Requirements. The performance of Additional Landlord Work by Landlord shall in all cases comply with the following requirements and conditions of this Section 6.3.4.

6.3.4.1 Material Additional Landlord Work. Any Material Additional Landlord Work shall be subject to the following procedures and requirements:

- (a) Landlord shall deliver all Additional Landlord Work Design Plans regarding the proposed Material Additional Landlord Work to the Tenant Representative at least thirty (30) days prior to the commencement of any Material Additional Landlord Work. Upon receipt from Landlord of any Additional Landlord Work Design Plans

regarding proposed Material Additional Landlord Work, the Tenant Representative shall review the same (which review shall be in accordance with Section 21.3) and shall promptly (but in any event within thirty (30) days after receipt) give Landlord notice of the approval or non-approval (in its sole discretion), and further, in the event of a non-approval, the notice shall set forth in reasonable detail the reasons for any such non-approval;

- (b) If the Tenant Representative gives Landlord notice of non-approval of any of the Additional Landlord Work Design Plans, Landlord shall have the right within thirty (30) days after the date of such notice to resubmit any such Additional Landlord Work Design Plans to the Tenant Representative, modified as necessary in response to the Tenant Representative's reasons for non-approval, until the Additional Landlord Work Design Plans shall be approved by the Tenant Representative. All subsequent resubmissions of Additional Landlord Work Design Plans by Landlord must be made within fifteen (15) days after the date that notice of the non-approval is received from the Tenant Representative as to the prior resubmission. Any resubmission shall be subject to review by the Tenant Representative (in its reasonable discretion) in accordance with Section 6.3.4.1(a), except that the time period for review and response by the Tenant Representative shall be fifteen (15) days; and
- (c) Upon the approval by the Tenant Representative of the Additional Landlord Work Design Plans, Landlord may commence such approved Material Additional Landlord Work and prosecute such approved Material Additional Landlord Work to completion without any further approval by either Tenant Representative.

6.3.4.2 Governmental Rules. Any Additional Landlord Work shall, once commenced, be made with due diligence (subject to Excusable Landlord Delay) and shall be completed in accordance with the provisions of the Existing Rodeo Lease in a good and workmanlike manner and in compliance with all applicable Governmental Rules.

6.3.4.3 Character of Work. Any Additional Landlord Work shall, when completed, be of such a character as not to (i) reduce the utility of the Leased Premises or the Astrodomain Complex, or any portion thereof, below the utility immediately before such Additional Landlord Work, (ii) diminish the rights or interests of Tenant hereunder or under any of the other Principal Project Documents (but only to the extent in force and applicable) or (iii) weaken or impair the structural integrity of the Leased Premises or the Astrodomain Complex, or any portion thereof.

6.3.4.4 Payment. The cost of any Additional Landlord Work shall be paid in cash or its equivalent by Landlord from its own funds pursuant to customary construction

disbursement procedures for the performance of such work, including taking commercially reasonable measures to cause the Leased Premises or the Astrodomain Complex, or any portion thereof, as the case may be, to be free from all Liens or security interests for the cost of such Additional Landlord Work, subject to Landlord's right to dispute any Lien or claim of Lien pursuant to Section 6.4.

6.3.4.5 Additional Landlord Work Design Plans. All Material Additional Landlord Work shall, once commenced, be completed in accordance with all Additional Landlord Work Design Plans approved by the Tenant Representative.

6.3.4.6 Tenant Events. Subject to the provisions of Section 11.2.1, Section 11.2.2 and Section 11.2.3, no Additional Landlord Work shall be performed at any time during a Tenant Event Day without the prior written consent of Tenant. To the extent that a Tenant believes, in its reasonable judgment, that any contemplated Additional Landlord Work may interfere with a Booked Tenant Event, the Additional Landlord Work shall be postponed to a later date acceptable to Tenant and Landlord.

6.3.4.7 Affect on Concessions, Increased Costs, Signage and Tenant Events. In the event the Additional Landlord Work materially or adversely effects any Concession Operations, signage, operating costs of Tenant or Tenant's ability to produce Tenant Events as historically produced prior to the time in question, Landlord shall deliver all Additional Landlord Work Design Plans regarding the proposed Additional Landlord Work to the Tenant Representative at least thirty (30) days prior to the commencement of any such Additional Landlord Work and receive the approval of such Additional Landlord Work Design Plans from the Tenant Representative as if such Additional Landlord Work were Material Additional Landlord Work.

6.3.4.8 Tenant's Facilities. Notwithstanding anything in the Existing Rodeo Lease or the other Principal Project Documents to the contrary, Landlord shall not have the right to make any alterations to Tenant's Facilities without Tenant's consent, which may be withheld in its sole discretion, unless such alterations arise out of Landlord's Maintenance or Capital Repair obligations under the Existing Rodeo Lease.

6.3.5 Work Performed - General Requirements. All Additional Tenant Work and Additional Landlord Work, (i) shall be prosecuted with due diligence in a good and workmanlike manner in accordance with standard construction practices for construction, repair, renewal, renovation, demolition, rebuilding, addition or alteration, as the case may be, of improvements similar to the improvements at the Astrodomain Complex or the Leased Premises, as the case may be, using qualified workers and subcontractors, and in compliance with the provisions of the Existing Rodeo Lease, (b) shall be completed with all reasonable dispatch, free of any Liens and encumbrances other than the Permitted Encumbrances and any permitted Facility Mortgage and (c) any other purpose to which the Parties agree.

6.3.6 Work Permits. Neither Tenant nor Landlord shall do or permit others to do any Additional Tenant Work or Additional Landlord Work, respectively, unless such performing

Party shall have first procured and paid for all permits and authorizations then required by all applicable Governmental Authorities for the work being performed. The review by Landlord or Tenant of any matter submitted pursuant to this Section 6.3 hereof shall not constitute a replacement nor substitute for, nor otherwise excuse a Tenant or Landlord, as the case may be from, any permitting processes of Governmental Authorities applicable to the Astrodomain Complex, the Leased Premises, the Additional Tenant Work or the Additional Landlord Work, as the case may be. Landlord agrees, with reasonable promptness after receipt of a written request therefor from a Tenant and at such Tenant's reasonable cost and expense, to execute, acknowledge and deliver (or to join with such Tenant in the execution, acknowledgment and delivery of) in its capacity as the owner of a leasehold interest in the Leased Premises, and to have the County execute, acknowledge and deliver in its capacity as owner of the fee interest in the Leased Premises, as necessary: (a) any and all applications for licenses, permits, transfers of permits or other authorizations of any kind or character required of a Tenant by any Governmental Authority in connection with any Additional Tenant Work and (b) easements and/or rights-of-way for public utilities or similar public facilities over and across portions of the Astrodomain Complex or the Additional Parking Land for a term not exceeding the then remaining Lease Term which may be useful and/or necessary in the proper economic and orderly development of the Leased Premises.

6.3.7 Increase in Rent Payment. If any changes, alterations or additions to the Leased Premises to be performed by a Tenant, or by Landlord at a Tenant's request, will result in an increase in Landlord's Capital Repair or Maintenance costs, and Landlord does not desire to allow or make such change, alteration or addition due to such increased costs, Landlord shall inform Tenant of the amount of the expected additional Capital Repair or Maintenance costs due to such change, alteration or addition and Tenant shall have the option to either not pursue such change, alteration or addition or to pursue such change, alteration or addition and increase the annual Rent Payment by an amount sufficient, in the reasonable determination of Landlord and Tenant, to cover such increased costs. If the annual Rent Payment is thus increased, the amount by which the Rent Payment is increased shall, when received, be held by Landlord in trust for the purpose of satisfying any such increased Capital Repair or Maintenance costs due to such change, alteration or addition.

Section 6.4 Mechanics' Liens and Claims.

6.4.1 Tenant. If any Lien or claim of Lien, whether choate or inchoate (collectively, any "**Mechanic's Lien**") shall be filed against the interest of Landlord or Tenant in the Leased Premises, or against Landlord or any Property of Landlord, by reason of any work, labor, services or materials supplied or claimed to have been supplied on or to the Leased Premises by or on behalf of Tenant, subject to Landlord timely fulfilling its payment obligations under Article 6 of this Amendment, Tenant, at its sole cost and expense, after notice of the filing thereof but in no event less than fifteen (15) days prior to the foreclosure of any such Mechanic's Lien, shall cause the same to be satisfied or discharged of record, or effectively prevent, to the reasonable satisfaction of Landlord by injunction, payment, deposit, bond, order of court or otherwise, the enforcement or foreclosure thereof against the Leased Premises, Landlord or any Property of Landlord. If Tenant fails to satisfy or discharge of record any such Mechanic's Lien, or effectively prevent the enforcement thereof, by the date which is fifteen (15) days prior to the foreclosure thereof, then

Landlord shall have the right, but not the obligation, to satisfy or discharge such Mechanic's Lien by payment to the claimant on whose behalf it was filed and, subject to Landlord timely fulfilling its payment obligations under Article 6 of this Amendment, Tenant shall reimburse Landlord within fifteen (15) days after demand therefor for amounts paid, together with interest on such amounts at the Interest Rate from the date such amounts are paid by Landlord until reimbursed by Tenant, together with reasonable attorneys' fees, costs and expenses so incurred by Landlord, without regard to any defense or offset that Tenant has or may have had against such Mechanic's Lien claim.

6.4.2 Landlord. If any Mechanic's Lien shall be filed against the interest of Tenant or Landlord in the Leased Premises, or against Tenant or any Property of Tenant by reason of any work, labor, services or materials supplied or claimed to have been supplied on or to the Leased Premises by or on behalf of Landlord, subject to Tenant timely fulfilling its payment obligations under Article 6 of this Amendment, if any, Landlord, at its sole cost and expense, after notice of the filing thereof but in no event less than fifteen (15) days prior to the foreclosure of any such Mechanic's Lien, shall cause the same to be satisfied or discharged of record, or effectively prevent, to the reasonable satisfaction of Tenant by injunction, payment, deposit, bond, order of court or otherwise, the enforcement or foreclosure thereof against the Leased Premises, Tenant or any Property of Tenant. If Landlord fails to satisfy or discharge of record any such Mechanic's Lien, or effectively prevent the enforcement thereof, by the date which is fifteen (15) days prior to the foreclosure thereof, then Tenant shall have the right, but not the obligation, to satisfy or discharge such Mechanic's Lien by payment to the claimant on whose behalf it was filed and, subject to Tenant timely fulfilling its payment obligations under Article 6 of this Amendment, if any, Landlord shall reimburse Tenant within fifteen (15) days after demand therefor for amounts paid, together with interest on such amounts at the Interest Rate from the date such amounts are paid by Tenant until reimbursed by Landlord, together with reasonable attorneys' fees, costs and expenses so incurred by Tenant, without regard to any defense or offset that Landlord has or may have had against such Mechanic's Lien claim.

Section 6.5 Tenant's Remedial Work. Tenant shall be responsible for paying the cost of performing, any and all corrective or remedial actions required by applicable Governmental Rules to be performed with respect to (i) any Environmental Event caused by Tenant, or any of its agents, contractors or subcontractors, guests or invitees at any time and (ii) any Hazardous Materials that are introduced to the Leased Premises on or after the Effective Date by Tenant, or any of its agents, Space Tenants, contractors or subcontractors, guests or invitees ("**Tenant's Remedial Work**"). Tenant shall promptly inform Landlord and all applicable Governmental Authorities of any Environmental Event or Hazardous Materials discovered by Tenant (or any agent, Space Tenant, contractor or subcontractor of Tenant) in, on or under the Leased Premises and promptly shall furnish to Landlord any and all reports and other information available to Tenant concerning the matter. Landlord and Tenant shall promptly thereafter meet to discuss the steps to be taken to investigate and, if necessary, remedy such matter, including mutual selection of an independent environmental consultant to evaluate the condition of the Leased Premises and materials thereon and therein. If it is determined pursuant to an evaluation conducted by the mutually selected independent environmental consultant that remediation of the same is required by this Section 6.5, then Tenant shall pay the costs of such evaluation and Landlord shall perform Tenant's Remedial Work at

Tenant's cost and expense and with due diligence. Alternatively, if it is determined pursuant to an evaluation conducted by the mutually selected independent environmental consultant that remediation of the same is required by Section 6.6, then Landlord shall pay the costs of such evaluation and shall perform Landlord's Remedial Work at its own cost and expense and with due diligence.

Section 6.6 Landlord's Remedial Work. Landlord shall be responsible for performing or causing to be performed, and for paying the cost of performing, any and all corrective or remedial actions required by applicable Governmental Rules to be performed with respect to (i) any Environmental Event caused by Landlord or any of its agents, contractors or subcontractors, guests or invitees, other tenants or licensees or their agents, contractors or subcontractors, guests or invitees, (ii) any Hazardous Materials at the Leased Premises as of the Effective Date and (iii) any Hazardous Materials that are introduced to the Leased Premises on or after the Effective Date, except Hazardous Materials introduced by Tenant, or any of its agents, Space Tenants, contractors or subcontractors, guests or invitees ("**Landlord's Remedial Work**"). Landlord shall promptly inform Tenant and all applicable Governmental Authorities of any such Environmental Event or any Hazardous Materials discovered by Landlord (or any agent, contractor, subcontractor, other tenant or licensee of Landlord) in, on or under the Leased Premises and promptly shall furnish to Tenant any and all reports and other information available to Landlord concerning the matter. Landlord and Tenant shall promptly thereafter meet to discuss the steps to be taken to investigate and, if necessary, remedy such matter, including mutual selection of an independent environmental consultant to evaluate the condition of the Leased Premises and any materials thereon and therein. If it is determined pursuant to an evaluation conducted by the mutually selected independent environmental consultant that remediation of the same is required by this Section 6.6, then Landlord shall pay the costs of such evaluation and shall perform Landlord's Remedial Work at its own cost and expense and with due diligence. Alternatively, if it is determined pursuant to an evaluation conducted by a mutually selected independent environmental consultant that remediation of the same is required by Section 6.5, then Tenant shall pay the costs of such evaluation and shall perform Tenant's Remedial Work at its own cost and expense and with due diligence.

Section 6.7 Utilities. Landlord shall, at its sole cost and expense, cause the Utilities to be supplied as may be necessary or appropriate for the operation of the Leased Premises and Tenant's use and occupancy thereof in accordance with the terms of the Existing Rodeo Lease and which, with respect to electrical utilities, is sufficient to operate at the locations and within the capacity limits of the electrical components of (i) as to the Exposition Center, as described in the Exposition Center Plans and (ii) as to the Astrodome (subject to applicable provisions of Article 8), Astrohall and Astroarena, as exist as of the Effective Date, all electricity consuming equipment, fixtures and outlets, including any and all stage lighting and audio/visual equipment (including pyrotechnics) necessary for the holding of a concert or other performance on the Performance Areas. Landlord shall pay the cost of any tap fees, special equipment, line extension or other hookup charges of any kind relating to any of the Utilities and Tenant shall not be responsible for any such hookup charges. Notwithstanding the foregoing in this Section to the contrary, (i) Tenant shall be solely responsible for obtaining service at the point of consumption of, and for the payment of all charges (including deposits), programming fees and service charges, for Tenant's use of telephone service and cable

television service in Tenant's Facilities, provided that no hookup charges shall be imposed by Landlord for such purpose and (ii) subject to Section 2.5.2.2(d), Tenant shall be responsible for reimbursing Landlord for the actual cost of Utilities in the portion of the Exhibition Hall, the Astroarena or the Astrodome (subject to the applicable provisions of Article 8) being used by Tenant during a Tenant Non-Event and that are incurred as a direct result of the holding of such Tenant Non-Event.

6.7.1 Landlord's Liability for Interruption of Utilities. Except for Tenant's right of abatement and termination as provided in Article 18 hereof and except as provided elsewhere in this Section 6.7, Landlord shall incur no liability to Tenant on account of any interruption or stoppage of any Utilities to the Leased Premises if such interruption or stoppage is beyond the reasonable control of Landlord, provided Landlord immediately commences reasonable efforts, in good faith to (a) mitigate the effects of such interruption or stoppage and (b) restore full service of any of such Utilities. For purposes of the preceding sentence (without limiting the meaning of the phrase "beyond the reasonable control of Landlord"), it shall not be deemed that any such interruption or stoppage was beyond the "reasonable control of Landlord" if (i) the principal reason for such interruption or stoppage was the failure or refusal of Landlord to pay a monetary sum (unless this Amendment requires Tenant to pay such sum and Tenant has failed to pay such sum) or (ii) such interruption of or stoppage was caused by (a) faulty design of the Leased Premises or the chilled water plant serving the Leased Premises, (b) failure of the Exposition Center or the chilled water plant serving the Leased Premises to be constructed in accordance with the Exposition Center Plans or, with respect to the chilled water plant, the applicable design and construction documents, (c) the act or omission of Landlord, the County or a County Affiliate or any of their contractors, subcontractors, laborers or materialmen or (d) the failure of Landlord to enter into a contract or agreement for providing such Utility with (X) a provider with adequate capacity to provide any of such Utilities, unless the provider of such Utilities is selected by Tenant and the NFL Club pursuant to the Stadium Tri-Party Branding Rights, Stadium Tri-Party Pourage Rights or Stadium Tri-Party Service Rights held by them under the other Principal Project Documents (but only to the extent in force and applicable) and Landlord has not approved the identity of such provider, such approval not to be unreasonably withheld by Landlord and (Y) a requirement in such contract or agreement that such Utilities be provided on a firm and uninterruptable basis, unless the provider of such Utilities is selected by Tenant and the NFL Club pursuant to the Stadium Tri-Party Branding Rights, Stadium Tri-Party Pourage Rights or Stadium Tri-Party Service Rights held by them under the other Principal Project Documents (but only to the extent in force and applicable) and such provider refuses to contract to provide such Utilities on a firm and uninterruptable basis.

6.7.2 Landlord's Covenants Regarding Utilities. Landlord covenants and agrees as follows regarding Utilities at the Leases Premises:

- (1) Tenant shall have the right to review and approve the Utility service metering plans for the portion Leased Premises where Tenant is obligated to pay Utility costs (including maintenance, calibration, auditing and calculating corrections);

- (2) Tenant shall have the right to participate in negotiation of key Utility service provider agreements in accordance with the terms of the Stadium Tri-Party Agreement or if the Stadium Tri-Party Agreement is not in force, pursuant to procedures similar to those imposed in the Stadium Tri-Party Agreement;
- (3) Landlord shall use reasonable efforts to insure that the provider of the Utility service in question shall have adequate capacity to provide the necessary utilities to the Leased Premises for the term of such agreement, unless the provider of such Utilities is selected by Tenant and the NFL Club pursuant to the Stadium Tri-Party Branding Rights, Stadium Tri-Party Pourage Rights or Stadium Tri-Party Service Rights held by them under the other Principal Project Documents (but only to the extent in force and applicable) and such provider refuses to contract to provide such Utilities on a firm and uninterruptable basis; and
- (4) The agreement to provide the Utility service in question shall provide that such Utility service be provided on a firm and uninterruptable basis, unless the provider of such utilities is selected by Tenant and the NFL Club pursuant to the Stadium Tri-Party Branding Rights, Stadium Tri-Party Pourage Rights or Stadium Tri-Party Service Rights held by them under the other Principal Project Documents (but only to the extent in force and applicable) and such provider refuses to contract to provide such Utilities on an firm and uninterruptable basis.

6.7.3 Tenant's Office/Meeting Space. The Utilities to be provided to Tenant's Office/Meeting Space in accordance with this Section 6.7 shall be made available to Tenant seven (7) days a week, twenty-four (24) hours a day and in a manner consistent with Tenant's historical use of Tenant's Office/Meeting Space.

ARTICLE 7

CONCESSION, BRANDING, POURAGE, SERVICE AND ADVERTISING RIGHTS

Section 7.1 Concessions.

7.1.1 Grant. During Tenant Events, Tenant shall have the exclusive right to license, sell, display, distribute, cater and store (as to storage, in locations reasonably convenient to Tenant or its Concessionaire and reasonably designated by Landlord) the Concessions, and effect all Concessions Operations, within the areas of the Leased Premises, each as designated in this Section 7.1.1.

7.1.1.1 Complex Grounds, Exhibition Hall and Astroarena. During Tenant Events and subject to Section 5.2.2.3 with respect to the use of the Complex Grounds during the Rodeo Festival only, Tenant shall have (i) the exclusive right to license, sell, display, distribute, cater and store all Concessions (other than alcoholic beverages, including beer, wine and all liquor),

and effect the Concessions Operations regarding same, within the Complex Grounds (including the Highly Restricted Area), the Exhibition Hall, the Astroarena and the Rodeo Clubs within any of the foregoing areas, and (ii) the right to receive all Concession revenues therefrom. Notwithstanding the foregoing, the following shall apply:

- (a) Tenant shall have the right to license, sell, display, distribute and store alcoholic beverages, including beer, wine and liquor, and effect the Concessions Operations regarding same, (x) at certain events held by Tenant at the Complex Grounds (including the Highly Restricted Area), in the Exhibition Hall and in the Astroarena on Tenant Event Days, such as the "World Championship Barbeque" (and any other barbeque held by Tenant), the "Chili Cook-off" (and any other cook-off held by Tenant), the "Food Festival," the "Hide Out" and the "Wine Competition" (and any other wine competition or tasting held by Tenant) and (y) in the Rodeo Clubs within the Complex Grounds (including the Highly Restricted Area), the Exhibition Hall and the Astroarena; and
- (b) At such time as the Rodeo's Aramark Agreement shall expire or otherwise terminate and only at such time, the concessionaire for the Astrodomain Complex licensed pursuant to the Stadium Tri-Party Agreement shall be permitted to sell only beer and wine at the Complex Grounds (including the Highly Restricted Area), in the Exhibition Hall and in the Astroarena on Tenant Event Days and only (i) in areas designated by Tenant, in Tenant's sole discretion, but in all events to be not less than four (4) such areas on the Complex Grounds (but such areas not to be in addition to any areas provided on the Complex Grounds pursuant to the Rodeo Stadium Lease), four (4) such areas in the Exhibition Hall and one (1) such area in the Astroarena and (ii) by renting such designated areas from Tenant at a fair market rate to be negotiated between Tenant and such concessionaire on annual basis, unless agreed otherwise.
- (c) Notwithstanding anything herein to the contrary, Tenant shall not have the right to use any concession equipment installed in the Exhibition Hall of the type customarily provided to a concessionaire without first reaching a mutually acceptable agreement with concessionaire for the Astrodomain Complex licensed pursuant to the Stadium Tri-Party Agreement as to the use of such concession equipment. In the event that Tenant is not able to reach agreement with such concessionaire, the owner of such concession equipment shall be required to remove such equipment during Tenant Events.

7.1.1.2 Astrodome.

- (a) Prior to Commencement of the Stadium Lease Term. Without limiting Tenant's rights under Section 7.1.1.3 and Section 7.1.1.4, from the Effective Date and until the date upon which the Stadium Lease Term commences (as determined in accordance with Article 3 of the Rodeo Stadium Lease), during Tenant Events, Tenant shall have (i) the exclusive right to license, sell, display, distribute, cater and store all Concessions, and effect the Concessions Operations regarding same, in the Astrodome and (ii) the right to receive all Concession revenues therefrom, each only in accordance with, and subject to the limitations set out in, the terms of the Original Rodeo Lease.

- (b) After Commencement of the Rodeo Stadium Lease - Exhibition, Carnival or Seated Performance under 6,000 People. Subject to Tenant's ability to use the Astrodome as provided in Article 8, from the date upon which the Stadium Lease Term commences (as determined in accordance with Article 3 of the Rodeo Stadium Lease) and during Tenant Events in which Tenant uses the Astrodome for (i) solely exhibition or presentation space, (ii) carnival space, *provided* that only the Performance Area and the field level of the Astrodome may be utilized in connection with such activity or (iii) the holding of a seated performance for up to Five Thousand Nine Hundred Ninety-Nine people, *provided*, that the attendees must be seated in a relatively discrete area of the Astrodome, Tenant shall have the exclusive right to license, sell, display, distribute, cater and store all Concessions (other than alcoholic beverages, including beer, wine and all liquor), and effect the Concessions Operations regarding same, within the Astrodome, and the right to receive all Concession revenues therefrom. Notwithstanding the forgoing, (i) Tenant shall have the right to license, sell, display, distribute and store alcoholic beverages, including beer, wine and liquor, and effect the Concessions Operations regarding same in the suites and the Rodeo Clubs in the Astrodome and (ii) at such time as the Rodeo's Aramark Agreement shall expire or otherwise terminate and only at such time, the concessionaire for the Astrodome Complex licensed pursuant to the Stadium Tri-Party Agreement shall be permitted to sell only beer and wine and only (X) in areas designated by Tenant, in Tenant's sole discretion, but in all events to be not less than two (2) such areas per level of the Astrodome being used by Tenant and (Y) by renting such designated areas from Tenant at a fair market rate to be negotiated between Tenant and such concessionaire on annual basis, unless agreed otherwise.

- (c) After Commencement of the Rodeo Stadium Lease - Seated Performance of 6,000 or more People. Subject to Tenant's ability to use the Astrodome as provided in Article 8, from the date upon which the Stadium Lease Term commences (as determined in accordance with Article 3 of the Rodeo Stadium Lease), during Tenant Events in which Tenant uses the Astrodome for the holding of a seated performance for Six Thousand (6,000) or more people, Tenant shall have (i) the exclusive right to license, sell, display, distribute, cater and store all Concessions, and effect the Concessions Operations regarding same, in the Astrodome and (ii) the right to receive all Concession revenues therefrom, each only in accordance with, and subject to the limitations set out in, the terms of the Original Rodeo Lease.

7.1.1.3 Leased Premises.

- (a) Tenant Event Days. On Tenant Event Days and subject to Section 5.2.2.3 with respect to the use of the Complex Grounds during the Rodeo Festival only, Tenant shall have (i) the exclusive right to license, sell, display, distribute and store all Non-Consumable Concessions that are comprised of entertainer merchandise or Houston Livestock Show and Rodeo named and logo merchandise, and effect the Concessions Operations regarding same, within the entire Leased Premises, (ii) the right to receive all Concession Revenues therefrom and (iii) the right to designate the locations for the sale of such items within the Leased Premises, in its sole and absolute discretion.
- (b) Lease Term. At all times during the Lease Term, Tenant shall have (i) the exclusive right to license, sell, display, distribute and store all Non-Consumable Concessions that are comprised of entertainer merchandise or Houston Livestock Show and Rodeo named and logo merchandise, and effect the Concessions Operations regarding same, within the Tenant's Office/Meeting Space and (ii) the right to receive all Concession Revenues therefrom.

7.1.1.4 Private Catering/Self-Service. Tenant shall have the non-exclusive right to privately cater or self-serve all Consumable Concessions, and shall not be required to use the concessionaire for the Leased Premises licensed pursuant to the Stadium Tri-Party Agreement only (i) at any Tenant Non-Event, (ii) to any entertainers, performers, support crew, staff, technicians or stage crew at any Tenant Event or Tenant Non-Event or (iii) pursuant to the Leased Premises Concession Rights.

7.1.2 Terms of Grant. Tenant shall have the exclusive right to (i) solicit, select and contract with one or more Concessionaires to operate the Concession Operations within the Concession Rights Area, (ii) negotiate and enter into agreements with Concessionaires to administer

any such concession agreements and (iii) to determine the location of all concession facilities within the Concession Rights Area. Neither Tenant nor any of its subtenants, licensees, Concessionaires, employees or agents shall conduct or permit any Concession Operations outside of the Concession Rights Area, except with the prior written consent of Landlord, which right to consent is subject to the terms of the Stadium Tri-Party Agreement (but only to the extent in force and applicable). Landlord agrees to comply with all provisions of Tenant's concession agreements entered into pursuant to this Section 7.1, including any exclusives or priorities granted to Concessionaires during Tenant Events. Tenant and the Concessionaire shall at all times comply with all Governmental Rules and shall procure any and all permits or licenses required by any Governmental Authority relating to the Leased Premises Concession Rights and Concession Operations.

Section 7.2 Branding. Tenant shall retain, and Landlord hereby grants Tenant, on an exclusive basis all Leased Premises Branding Rights during Tenant Events and the right to receive all revenues derived therefrom. The holder of the Leased Premises Branding Rights shall be permitted to display its product, service and retail rights identification, including, its trademark, tradename and logos associated therewith, in all areas of the Complex Grounds where such product, service or retail right is sold, delivered or provided without any such identification constituting Stadium Tri-Party Advertising or Advertising. A Leased Premises Branding Rights holder shall, at the election of Tenant, be permitted to identify itself as the "official provider" to Tenant Events of the applicable product, service or retail right.

Section 7.3 Pourage. Tenant shall retain, and Landlord hereby grants Tenant, on an exclusive basis all Leased Premises Pourage Rights during Tenant Events and the right to receive all revenues derived therefrom. The holder of the Leased Premises Pourage Rights shall be permitted to display its product identification, including, its trademark, tradename and logos associated therewith, in all areas of the Leased Premises where such product sold or dispensed, including on name brands, dispensing equipment, drink containers, cups and beverage trays, napkins and similar items used to dispense such products, without any such identification constituting Stadium Tri-Party Advertising or Advertising. A Leased Premises Pourage Rights holder shall, at the election of Tenant, be permitted to identify itself as the "official provider" to Tenant Events of the applicable product.

Section 7.4 Service Rights. Tenant shall retain, and Landlord hereby grants Tenant, on an exclusive basis, all Leased Premises Service Rights during Tenant Events and the right to receive all revenues derived therefrom. The holder of the Leased Premises Service Rights shall be permitted to display its service identification, including without limitation, its trade name, trademarks and logos associated therewith, in all areas of the Leased Premises where such services are provided without such display constituting Stadium Tri-Party Advertising or Advertising. The Leased Premises Service Rights holders shall, at the election of Tenant, be permitted to identify itself as the "official provider" to the Tenant Events of the applicable service.

Section 7.5 Advertising.

7.5.1 Temporary Advertising and Signage. Tenant shall (i) have the exclusive right to sell all Temporary Advertising and Temporary Signage for Tenant Events and Tenant Non-Events and (ii) keep one hundred percent (100%) of all the revenues derived therefrom.

7.5.2 Signage Approval. Landlord and Tenant shall mutually agree as to an initial signage plan (the "**Signage Plan**") which shall identify the size, location and number, but not advertising content, of all permanent Signage installed in the interior of the Exhibition Hall, the Astroarena and the Astrodome (subject to the applicable provisions of Article 8) after the Effective Date and during the Lease Term. No Signage shall be installed in the interior of the Exhibition Hall, the Astroarena and the Astrodome (subject to the applicable provisions of Article 8) after the Effective Date and during the Lease Term that is not part of the Signage Plan unless it has been mutually agreed to by the Parties.

7.5.3 Obstruction of Signage. In conducting its operations for Tenant Events, Tenant will use good faith, commercially reasonable efforts to not obstruct the view of any permanent Signage or Advertising in the interior of the Exhibition Hall, the Astroarena and the Astrodome (subject to the applicable provisions of Article 8) during Tenant Events. In the event, however, that notwithstanding the preceding sentence Tenant's operations shall obstruct the view of any permanent Signage or Advertising in the interior of the Exhibition Hall, the Astroarena or the Astrodome (subject to the applicable provisions of Article 8) during Tenant Events, Tenant and Landlord shall mutually agree as to a location within the building in question where Landlord may place temporary Signage or temporary Advertising in the building in question to substitute for the particular Signage or Advertising being obstructed.

Section 7.6 Exclusivity Rights. The Landlord will honor, and cause the Complex Manager and all users or tenants of the Leased Premises to honor, all Leased Premises Exclusivity Rights sold or granted by Tenant; *provided, however*, that with respect to Temporary Advertising or Temporary Signage, Tenant shall not have the right to require Landlord or the Complex Manager to cover any Advertising or Signage in the Exhibition Hall, the Astroarena or the Astrodome (subject to the applicable provisions of Article 8) during Tenant Events in order to honor any Leased Premises Exclusivity Rights except to the extent, and only to the extent, such Advertising or Signage is located within the proximity of a point of sale with respect to any Leased Premises Branding, Leased Premises Pourage or Leased Premises Service Rights (i.e., a sign above or near a concession stand, the taps on a beverage stand, etc.).

Section 7.7 Intangible Property Rights.

7.7.1 Intangible Property Licenses. Landlord does hereby grant a license to Tenant, for the Lease Term, for the following rights (collectively, the "**Intangible Property Licenses**"), with full power to sublicense such rights, which Intangible Property Licenses shall be the exclusive licenses of Tenant for the Lease Term, except as provided herein:

(a) Advertising Rights for the Leased Premises. Any and all of the rights (collectively, the "**Advertising Rights**") to the full use and enjoyment of, and to control and contract with respect to any Temporary Advertising or Temporary Signage during Tenant Events.

(b) Other Rights for the Leased Premises. The full and exclusive right to use, enjoy, exploit, contract for and control all Leased Premises Service Rights, Leased Premises Branding Rights, Leased Premises Concession Rights, Leased Premises Pourage Rights and Leased Premises Exclusivity Rights.

(c) Licensed Intellectual Property Rights. Any and all of the rights to Intellectual Property and Marks of Landlord associated with or necessary for the full use and enjoyment of the Intangible Property Licenses and which may arise at any time during the Lease Term to develop, apply for registration, and maintain or permit the lapse of registration of all Marks and Intellectual Property (collectively, the "**Licensed Intellectual Property Rights**").

7.7.2 Existing Property Rights. Landlord hereby acknowledges that, as between Landlord and Tenant, the following rights (collectively the "**Existing Intangible Property Rights**") are not vested in, owned by or licensed by Landlord, and the Existing Intangible Property Rights are already vested in, owned by or licensed by only Tenant, and, to the extent that any prior agreement is construed to withhold from Tenant, or to have transferred by Landlord, any of the Existing Intangible Property Rights, Landlord forever re-grants, disclaims and quitclaims in favor of Tenant the Existing Intangible Property Rights:

(a) Tenant's Advertising, Promotion and Sponsorship Rights. The full and exclusive right to use, enjoy, exploit, contract for and control any and all advertising, promotion and sponsorship rights of Tenant that are not Advertising or Signage at the Astrodomain Complex and the Additional Parking Land.

(b) Broadcast Rights. Any and all of the rights to the full and exclusive use and enjoyment of, and to control, conduct, lease, license, grant concessions with respect to, sell, benefit and enter into agreements with respect to, all radio, television, computer network and other electronic broadcasting, film or tape reproductions, closed circuit, cable or pay television or radio rights and similar rights by whatever means or process, now existing or hereafter developed, for preserving, transmitting, disseminating or reproducing for hearing or viewing (x) Tenant Events or Tenant Non-Events and/or (y) other Tenant-related activities at or near the Leased Premises, (including inside or outside the Leased Premises), including broadcast (analog, digital or HDTV), terrestrial cable, microwave, multipoint distribution services (MDS), multichannel MDS (MMDS), satellite television systems (STV) satellite master antenna televisions systems (SMATV), fiber optic, the World Wide Web, Internet, computer network, computer on-line applications, direct broadcast satellite (DBS), LMDS, Narrow and Broadband Services, transmission directly to so-called "backyard" TVRO receiving dishes, any video dialtone system, open video system (OVS), DPS, Pay-Per-View,

radio, and by means of any similar or dissimilar electronic, analog, digital or other form of distribution means now known or hereafter invented (collectively, the "**Broadcast Rights**").

(c) **Existing Intellectual Property Rights**. Any and all of the rights of Landlord associated with or necessary for the full use and enjoyment of the Existing Intangible Property Rights in connection with Tenant Events and Tenant Non-Events and the other rights granted to Tenant under the Existing Rodeo Lease and which may arise at any time during the Term to develop, apply for registration and maintain or permit the lapse of registration of all Marks and Intellectual Property (collectively, the "**Existing Intellectual Property Rights**").

(d) **Domain Name Rights**. Any and all of the rights of Landlord to register and maintain a web site or equivalent electronic information distribution system relating to Tenant Events, Tenant Non-Events and/or other activities of Tenant at or near the Leased Premises, including the rights to register and maintain a Domain Name or its equivalent for electronic access to such a web site or system (collectively, the "**Domain Name Rights**").

(e) **Survival**. The provisions of this **Section 7.7.2** shall survive expiration or earlier termination of the Existing Rodeo Lease.

7.7.3 Title; No Infringement. Landlord represents, warrants and covenants to Tenant as of the Effective Date that (i) Landlord has not granted or licensed to any Person (other than Tenant) any right, title or interest in or to the Intangible Property Rights, (ii) Landlord's right, title and interest in and to the Intangible Property Licenses are free and clear of any and all Liens of any kind or nature whatsoever except for Liens to secure a Landlord Financing and no other debt, as permitted under **Article 16** hereof, (iii) Landlord has full right, power and authority to grant to Tenant all of Landlord's right, title and interest in and to the Intangible Property Licenses as granted to Tenant hereunder, (iv) Landlord has not and will not grant any other Person any rights or licenses in conflict with the terms hereof as to the Intangible Property Rights herein granted and disclaimed in favor of Tenant or register, or permit any Person to register, any Intellectual Property relating to the Intangible Property Rights with any Governmental Authority and (v) to the best of Landlord's knowledge and belief, Landlord's ownership and use of the Intangible Property Licenses do not, and the grant and license to Tenant of Landlord's right, titles and interests in and to the Intangible Property Licenses pursuant to the terms and conditions stated herein do not, infringe on the rights of any other Person.

7.7.4 Scope and Limitations on Intangible Property Licenses

7.7.4.1 Exclusive or Restrictive Provisions. Landlord and Tenant acknowledge that certain exercises of the Intangible Property Licenses, including the sublicensing of Intangible Property Licenses may confer substantial benefits on Tenant if Tenant agrees to certain exclusive or restrictive provisions. Tenant shall be permitted to enter into Sublicenses regarding the Intangible Property Licenses as it finds desirable, including Sublicenses imposing restrictions or

granting Leased Premises Exclusivity Rights. All such Sublicenses shall at all times be subject and subordinate to the Existing Rodeo Lease, including any expiration or earlier termination thereof.

7.7.4.2 Other Rights. In no event shall any Intellectual Property, intangible property or intangible property rights of or owned, held or controlled by either Party other than the Intangible Property Rights granted, licensed, disclaimed or quitclaimed by Landlord to Tenant hereunder ("**Other Rights**") be deemed a part of or subject to the Existing Rodeo Lease. The Parties do not intend, nor shall the terms of the Existing Rodeo Lease be deemed, to impair or restrict either Party's use or enjoyment of its Other Rights in the Exclusive Area.

7.7.4.3 Rights of Tenant to Revenues.

- (a) **Intangible Property Licenses.** Tenant shall be entitled to, and is hereby granted the full and exclusive right to contract for, collect, receive and retain all gross income and revenues and other consideration of whatever kind or nature realized by, from or in connection with the Intangible Property Licenses, including all gross revenues, royalties, license and use fees, concession fees and income and receipts of any nature.
- (b) **Existing Intangible Property Rights.** Landlord hereby disclaims and quitclaims to Tenant any right to collect, receive or retain any gross income, revenues, royalties, license and use fees, or other consideration of any kind or nature realized by, from or in connection with the Existing Intangible Property Rights.

7.7.4.4 Rights to Defend Intellectual Property.

- (a) **Defense of Landlord's Intellectual Property.** During the Lease Term or the life of the Intellectual Property which makes up the Intangible Property Rights, whichever is shorter, Tenant and Tenant's agents or sublicensees are empowered, but shall have no obligation:
 - (i) To bring suit in its own name or, if required by law, jointly with Landlord, at Tenant's expense, for infringement of the Intangible Property Licenses in the Exclusive Area;
 - (ii) To enjoin infringement in any such suit and to collect for Tenant's use, damages, profits and awards of whatever nature recoverable for such infringement; and
 - (iii) To settle any claim or suit for infringement of the Intangible Property Licenses in the Exclusive Area, including by granting the infringing party a Sublicense.

Landlord agrees to cooperate with Tenant so that Tenant may fully exercise, perfect, enjoy and maintain the Intangible Property Licenses granted herein and the Existing Intangible Property Rights disclaimed herein, including, at Tenant's request and expense, joining in the actions described in above clauses (i), (ii), and (iii) of this Section 7.7.4.4 if requested by Tenant.

7.7.5 Compliance with Governmental Rules. Tenant shall, throughout the Lease Term, within the time periods permitted by applicable Governmental Rules, comply or cause compliance, to the extent within its control, with all Governmental Rules applicable to the Intangible Property Licenses. Tenant shall, however, have the right to contest the validity or application of any Governmental Rule, and if Tenant promptly contests and if compliance therewith may legally be held in abeyance during such contest without the imposition of any Liens on the Intangible Property Licenses, Tenant may postpone compliance until the final determination of such contest, *provided, however,* that such contest is prosecuted with due diligence, except that Tenant shall not so postpone compliance therewith in such a manner as to subject Landlord to any prosecution for a criminal act. Even though a Lien against the Intangible Property Licenses may be imposed by reason of such noncompliance, Tenant may nevertheless delay compliance therewith during contest thereof provided that Tenant furnishes Landlord with adequate security against any loss by reason of such Lien and effectively prevents foreclosure thereof.

Section 7.8 Tenant Affiliates. Tenant reserves the right to assign the rights granted to Tenant under this Article 7, including without limitation, all Advertising rights, Signage rights, Leased Premises Concession Rights, Leased Premises Branding Rights, Leased Premises Service Rights, Leased Premises Pourage Rights, Leased Premises Exclusivity Rights and any other rights granted pursuant to this Article 7 to an entity wholly owned, directly or indirectly, by such Tenant (an "**Owned Affiliate**"). On behalf of each such Owned Affiliate, Tenant reserves the right for such Owned Affiliate (or if not so assigned, for itself) to form a joint venture or other entity wholly owned, directly or indirectly, by Tenant or its Owned Affiliate (on terms mutually acceptable to Tenant) to pursue and enjoy all such rights. Any such assignment to Tenant's Owned Affiliate or joint venture or other entity shall not relieve Tenant from its liabilities and obligations hereunder. In no event shall Tenant assign any such rights to any Person who is not an Owned Affiliate of Tenant or that is not a joint venture or other entity wholly owned, directly or indirectly, by Tenant or such Owned Affiliate.

ARTICLE 8

USE OF ASTRODOME; DEVELOPMENT OF ASTRODOMAIN COMPLEX

Section 8.1 Use Astrodome.

8.1.1 Use Prior to the Commencement of the Stadium Lease Term. From the Effective Date and until the latter of (i) the commencement of the Stadium Lease Term (as determined in accordance with Article 3 of the Rodeo Stadium Lease) and (ii) the end of the 2003 Spring Rodeo, Tenant shall have the right to use Astrodome pursuant to the terms of the Existing Rodeo Lease and the Astrodome shall be part of the Leased Premises; *provided, however,* that

Landlord's obligations regarding the Astrodome with respect to (i) Capital Repair and Maintenance under Section 6.1 and Section 6.2 (including the replacement of Personalty pursuant to Section 11.1.2), (ii) any obligation to rebuild or restore under Article 13 or Article 14 and (iii) Landlord's Property Insurance Policy, shall be subject to and governed by the terms of the Original Rodeo Lease.

8.1.2 Use Subsequent to the Commencement of the Stadium Lease Term. From and after the latter of (i) the commencement of the Stadium Lease Term (as determined in accordance with Article 3 of the Rodeo Stadium Lease) and (ii) the end of the 2003 Spring Rodeo, Tenant shall have the right to use and occupy the Astrodome under the Existing Rodeo Lease subject to the applicable terms and conditions set forth in this Section 8.1.2.

8.1.2.1 Available to Public on Continuous Basis. During such time as the Astrodome is available for lease to the public on a continuous basis and is in an operating condition suitable for Tenant's use for Tenant Events or Tenant Non-Events, Tenant shall have the right to use and occupy the Astrodome pursuant to the terms of the Existing Rodeo Lease and the Astrodome shall be part of the Leased Premises; *provided, however*, that Landlord's obligations regarding the Astrodome with respect to (i) Capital Repair and Maintenance under Section 6.1 and Section 6.2 (including the replacement of Personalty pursuant to Section 11.1.2), (ii) any obligation to rebuild or restore under Article 13 or Article 14 and (iii) Landlord's Property Insurance Policy, shall be subject to and governed by the terms of the Original Rodeo Lease.

8.1.2.2 Not Available for Lease or Not in a Suitable Condition. During such periods of time as the Astrodome is not (i) in an operating condition suitable for Tenant's use for Tenant Events or Tenant Non-Events or (ii) made available for lease to the public on a continuous basis, Landlord's operating, capital repair and maintenance obligations with respect to the Astrodome shall cease. During such time, however, Tenant shall have the right to (i) use and occupy the Astrodome pursuant to the terms of the Existing Rodeo Lease and the Astrodome shall be part of the Leased Premises and (ii) make such repairs and improvements, at its sole cost and expense, as may be necessary to bring the Astrodome into an operating condition suitable for Tenant Events *provided, however*, that Landlord shall have no obligations during such time regarding the Astrodome with respect to (i) Capital Repair and Maintenance, (ii) obligation to rebuild under Article 13 or Article 14, (iii) Landlord's Property Insurance Policy and (iv) in the event that Tenant's use of the Astrodome as to any particular Spring Rodeo or Rodeo Festival does not provide a reasonable revenue to Landlord, (A) the cost of Utilities to provide HVAC service and (B) the cost of any Event Cleaning or Post-Event Cleaning that would otherwise be paid by Landlord pursuant to the terms of Section 6.1.5, such Utility and cleaning costs being the responsibility of Tenant.

8.1.3 Use Subsequent to Redevelopment. In the event that the Astrodome is redeveloped, renovated or replaced (in accordance with Section 8.2) with other improvements such that it or its replacement includes performance or exhibition space, Tenant shall have the right to use and occupy such space for Booked Tenant Events and Tenant Non-Events on such reasonable terms and conditions as Landlord and Tenant shall mutually agree and the Existing Rodeo Lease shall be amended to reflect such mutual agreement. In the event that Landlord and Tenant do not reach

mutual agreement on such terms and conditions, the redeveloped, renovated or replaced Astrodome shall be subject to the restrictions in Section 8.2.3.2.

8.1.4 Use in the Event of a Termination of the Project Agreement. In the event that prior to the commencement of the Stadium Lease Term (as determined in accordance with Section 3.1 of the Rodeo Stadium Lease) Tenant has exercised its right to terminate the Project Agreement pursuant to Section 8.2 of the Project Agreement, then, notwithstanding anything to the contrary contained in the Existing Rodeo Lease, including Article 8, or the other Principal Project Documents, (a) until such time as Tenant receives all amounts payable to Tenant under Section 4.1.2.2 of the Rodeo Stadium Lease, Tenant shall have the right to use and occupy the Astrodome in accordance with Section 18.4.1 and (b) after such time as Tenant receives all amounts payable to Tenant under Section 4.1.2.2 of the Rodeo Stadium Lease, Tenant shall have the right to use and occupy the Astrodome pursuant to the terms of the Existing Rodeo Lease and the Astrodome shall be part of the Leased Premises; *provided, however*, that Landlord's obligations regarding the Astrodome with respect to (i) Capital Repair and Maintenance under Section 6.1 and Section 6.2 (including the replacement of Personalty pursuant to Section 11.1.2), (ii) any obligation to rebuild or restore under Article 13 or Article 14 and (iii) Landlord's Property Insurance Policy, shall be subject to and governed by the terms of the Original Rodeo Lease.

Section 8.2 Development of Astrodomain Complex. Provided that Landlord complies with all of the terms and conditions of this Section 8.2 and Section 7.2 of the Stadium Tri-Party Agreement (as if such terms were fully set out herein and a part of this Amendment, regardless of whether the Stadium Tri-Party Agreement is in force or not), Landlord shall be entitled to lease and/or develop all areas of the Astrodomain Complex and the Additional Parking Land that are not part of the Exhibition Hall, the Astroarena or Tenant's Facilities without Tenant's consent.

8.2.1 Exhibition Hall and Astroarena; Tenant's Facilities. With respect to the Exhibition Hall and the Astroarena, (i) any lease of the Exhibition Hall or the Astroarena, or any portion thereof, shall be subject and subordinate to the rights of Tenant under the Existing Rodeo Lease and (ii) any development of the Exhibition Hall or the Astroarena shall require Tenant's prior approval, such approval not to be unreasonably withheld; *provided, however*, that Tenant hereby grants its approval to the replacement of the Astrohalla with the Exposition Center in accordance with the terms of the Existing Rodeo Lease. During the Term, Landlord shall not have the right to lease the Tenant's Facilities other than pursuant to the Existing Rodeo Lease.

8.2.2 Astrodome. With respect to the Astrodome, (i) any lease of the Astrodome, or any portion thereof, shall be subject to the rights of Tenant under the Existing Rodeo Lease and (ii) any development, renovation, replacement or demolition of the Astrodome must meet the requirements of this Section 8.2 and the following:

- (a) Landlord, the County and any County Affiliate, as applicable, shall involve Tenant in any development, renovation, replacement or demolition process and keep Tenant fully informed of all proposals and plans so that Tenant will have a reasonable advanced opportunity to influence such activities in order

that they will take into account Tenant's reasonable need for presentation and exhibition space;

- (b) Landlord, the County and any County Affiliate, as applicable, will cooperate with Tenant and use its reasonable good faith efforts to cause any development, renovation or replacement of the Astrodome to include exhibition and performance space that will be available for Tenant's use consistent with Tenant's current and future needs for exhibition and presentation space; and
- (c) Prior to undertaking any development, renovation or replacement of the Astrodome (including any of the same that includes any demolition of the Astrodome), whether on its own, through the issuance of requests for proposals, by acceptance of unsolicited proposals or otherwise, (each, an "**Astrodome Redevelopment**"), the Landlord, the County and any County Affiliate, as applicable, will comply with all of the requirements set forth in **Section 8.2.2.1**.

Notwithstanding anything herein to the contrary, the failure of Landlord, the County or any County Affiliate, as applicable, to comply with the provisions of subparagraphs (a) and (b) of this **Section 8.2.2** shall not constitute a breach, default or Event of Default under the Existing Rodeo Lease and shall not entitle Tenant to any legal remedies against such party.

8.2.2.1 Right of First Negotiation. Landlord hereby grants to Tenant a right of first negotiation on the terms and conditions set forth in this **Section 8.2.2.1 ("Tenant's Right of First Negotiation")**. Prior to undertaking any Astrodome Redevelopment, Landlord, the County and any County Affiliate, as applicable, will first comply with all of the following requirements and procedures (the "**Right of First Negotiation Procedures**"):

- (a) Landlord will notify Tenant in writing of the intention of Landlord, the County or any County Affiliate, as applicable, to undertake an Astrodome Redevelopment and include in such notice the following information with respect to any such proposed Astrodome Redevelopment (such notice herein referred to as an "**Astrodome Redevelopment Notice**"):
 - (i) The basis on which such Astrodome Redevelopment will be undertaken, including (x) whether such Astrodome Redevelopment will be undertaken as a development by the Landlord, the County, or any County Affiliate, as applicable, (y) whether the Landlord, the County or any County Affiliate, as applicable, will issue requests for proposals to third parties for such Astrodome Redevelopment, or (z) whether such Astrodome

Redevelopment is proposed pursuant to an unsolicited proposal received by Landlord, the County or any County Affiliate, as applicable, from a third party; and

- (ii) A general description of the type of development and uses contemplated by any such Astrodome Redevelopment, including whether the same will include any performance or exhibition space that will be available for use by Tenant (a "**General Plan of Astrodome Redevelopment**").
- (b) During the ninety (90) day period following Landlord's delivery of an Astrodome Redevelopment Notice to Tenant, Landlord will negotiate in good faith with Tenant with respect to the terms and conditions upon which (i) Tenant may participate economically in the Astrodome Redevelopment described in the Astrodome Redevelopment Notice and (ii) such Astrodome Redevelopment may include exhibition and performance space that will be available for Tenant's use consistent with Tenant's current and future needs for exhibition and presentation space. In the event during such ninety (90) day period, Landlord and Tenant reach an agreement regarding any of the foregoing, the Landlord may proceed with such Astrodome Redevelopment in accordance with the terms of such agreement and the applicable other provisions of the Principal Project Documents (but only to the extent in force).
- (c) In the event after the expiration of such ninety (90) day period, Landlord and Tenant have not reached agreement with respect to any of the matters described in subparagraph (b) above, Landlord shall be free to pursue the Astrodome Redevelopment described in the Astrodome Redevelopment Notice free and clear of Tenant's Right of First Negotiation so long as such Astrodome Redevelopment is consistent with the General Plan for the Astrodome Redevelopment set forth in the Astrodome Redevelopment Notice and construction of such Astrodome Redevelopment commences within three (3) years after the date of the Astrodome Redevelopment Notice.
- (d) In the event the conditions set forth in subparagraph (c) above are not satisfied with respect to any Astrodome Redevelopment described in an Astrodome Redevelopment Notice, Landlord shall comply with the Right of First Negotiation Procedures prior to undertaking any future Astrodome Redevelopment.

8.2.3 General.

8.2.3.1 Historical Rights. Any development of the Astrodomain Complex and the Additional Parking Land must take into account the Rodeo's historical use of the Complex Grounds and preserve sufficient space on the Complex Grounds to accommodate all Permitted Uses being conducted on the Complex Grounds at the time in question as part of the Spring Rodeo or the Rodeo Festival, including, the Spring Rodeo carnival, the "World Championship Barbeque," the "Chili Cook-Off," the "Food Festival," the "Wine Competition," the "Hide Out," Concession Operations, the Rodeo Clubs on the Complex Grounds and staging operations.

8.2.3.2 Requests for Proposals. In the event that Landlord, the County or any County Affiliate or any Person on their behalf, including the Complex Manager, elects to issue a request for proposals or similar solicitation for the lease or development, renovation or replacement of the Astrodomain Complex or the Additional Parking Land, or any portion thereof, or otherwise receives a bona fide inquiry from any Person with respect to the lease or development, renovation or replacement of the Astrodomain Complex or the Additional Parking Land, or any portion thereof, Landlord shall promptly disclose all the details thereof (as such details then exist) to Tenant.

8.2.3.3 Exhibition or Presentation Space; Going Dark. To the extent any new, renovated or redeveloped improvements in the Astrodomain Complex or on the Additional Parking Land include any exhibition or presentation space, Tenant shall have the right to use such space on such reasonable terms and conditions as Landlord and Tenant shall mutually agree, recognizing Tenant's long-term use of the Astrodomain Complex and historical relationship with the County, and the Existing Rodeo Lease shall be amended to reflect such mutual agreement. In the event that Tenant and Landlord do not reach mutual agreement on such terms and conditions, the new, redeveloped or renovated improvements shall either (i) remain unused and unoccupied during the Spring Rodeo Dates and the Rodeo Festival Dates each year or (ii) such improvements and their use (X) shall comply with all of the requirements specified in Section 7.2(b) through and including Section 7.2(g) of the Stadium Tri-Party Agreement, regardless of whether the Stadium Tri-Party Agreement is in force or not and (Y) shall not be for events open to the public for which tickets are sold or admission is charged.

8.2.3.4 Any New, Renovated or Redeveloped Improvements. Any new, renovated or redeveloped improvements in the Astrodomain Complex or on the Additional Parking Land that do not include exhibition or presentation space and that are open or operated during the Spring Rodeo Dates or Rodeo Festival Dates must comply with all of the requirements specified in this Section 8.2 and Section 7.2(b) through and including Section 7.2(g) of the Stadium Tri-Party Agreement, regardless of whether the Stadium Tri-Party Agreement is in force or not.

Section 8.3 Audio/Visual Equipment and Connections.

8.3.1 Prior to Exposition Delivery Date. From the Effective Date and until and including the date which is sixty (60) days after the Exposition Delivery Date, (i) Tenant shall continue to have access to and use of the audio/visual control room located in Tenant's

Office/Meeting Space in the Astrohalla as of the Effective Date and (ii) Landlord shall maintain the connection (including all necessary conduits and wiring) between such audio/visual control room and the Astrodome.

8.3.2 Subsequent to Exposition Delivery Date. From the date which is sixty (60) days after the Exposition Delivery Date and for the remainder of the Lease Term, at such times as Tenant is entitled to use and occupy the Astrodome pursuant to Section 8.1.1, Section 8.1.2.1 or Section 8.1.4, Landlord, at its sole cost and expense, shall either (i) connect the audio/visual facilities located in Tenant's Office/Meeting Space in the Exposition Center to the Astrodome or (ii) provide such audio/visual and production equipment, and connect same to the Astrodome, such that Tenant shall have audio/visual and production capabilities that are of substantially similar quality and capacity as exist in the Astrodome as of the Effective Date via the audio/visual control room located in Tenant's Office/Meeting Space in the Astrohalla.

Section 8.4 Limitations on Use of Astrodome. Notwithstanding anything in the Principal Project Documents to the contrary, Tenant's rights with respect to the use and occupancy of the Astrodome are limited as provided in Article 7, Article 8 and Section 18.4.1.

ARTICLE 9 IMPOSITIONS

Section 9.1 Taxes and Assessments.

9.1.1 Impositions on Leased Premises. Landlord and Tenant agree that the Leased Premises and Landlord's FF&E are governmentally owned and should not be subject to Taxes and Impositions (other than the Parking Tax). The Parties agree to reasonably cooperate with each other in order to keep the Leased Premises and Landlord's FF&E free from Taxes and Impositions (other than the Parking Tax). Nevertheless, throughout the Lease Term, in the event that Taxes or Impositions (excluding the Parking Tax, but including amounts payable by the "operator" under Section 334.044(d) of the Texas Local Government Code, as amended) are levied on, or payable with respect to, the Leased Premises and Landlord's FF&E or the Leasehold Estate, Tenant shall not be responsible for such.

9.1.2 Impositions on Tenant Owned Personalty. Throughout the Lease Term, Tenant shall pay, or cause to be paid, all Taxes and other Impositions levied on, or payable with respect to, Tenant's FF&E that is owned by Tenant or that is used by Tenant and is not part of the Leased Premises. Tenant shall pay all such Taxes and other Impositions directly to the taxing authority or other payee thereof.

9.1.3 Future Taxes or Impositions. Tenant shall not be responsible for any Parking Tax or Admissions Tax, whether now existing or hereafter levied, other than Admissions Tax or Parking Tax that, when combined with any surcharge related thereto that constitutes Miscellaneous Revenues, is within the limits specified in the definition of Miscellaneous Rodeo Revenues. Additionally, no Targeted Tax shall be imposed. If any Targeted Tax is imposed during

the Lease Term, Tenant shall, in addition to any other rights or remedies available at law or in equity, receive a credit against the Rent Payment, Additional Payments or any other payments owed by Tenant hereunder, in the amount of the Targeted Tax (a) paid by Tenant or (b) otherwise paid to the extent any such Targeted Tax is imposed in connection with a Tenant Event. Notwithstanding anything herein to the contrary, Tenant agrees that a Parking Tax that is not otherwise a Targeted Tax pursuant to the terms of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable) shall not be considered a Targeted Tax merely because it is imposed on cars entering the Complex Grounds for Tenant Events that are not in the Stadium.

ARTICLE 10

INSURANCE AND INDEMNIFICATION

Section 10.1 Policies Required.

10.1.1 Landlord's Property Insurance Policy. Commencing on the Effective Date, and at all times during the Lease Term, Landlord shall, at its sole cost and expense, obtain, keep, and maintain, or cause to be obtained, kept and maintained, an "All Risk" property insurance policy (the "**Landlord's Property Insurance Policy**") providing for coverage of the Leased Premises (including any Additional Landlord Work or Additional Tenant Work and subject to the applicable provisions of Article 8 with respect to the Astrodome) against loss or damage due to Insured Casualty Risks on commercially reasonable terms from time to time available with respect to improvements in Houston, Harris County, Texas similar to the Leased Premises, and affording coverage for, among other things, demolition and debris removal, naming Landlord as the first named insured, Tenant as additional insured, and any Facility Mortgagee and Tenant Mortgagee as a mortgagee, as their respective interests may appear, for a sum at least equal to one hundred percent (100%) of the insurable replacement cost of the Leased Premises, to be determined annually during the Lease Term, and with any deductible, which shall be paid by Landlord, not exceeding One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per loss, unless not available on commercially reasonable terms in which circumstance the lowest deductible in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) available on commercially reasonable terms shall be obtained, but in all events the deductible, which shall be paid by Landlord, shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00). The Landlord's Property Insurance Policy shall provide for business interruption insurance in an amount consistent with good insurance practices for Comparable Facilities, which shall be adjusted periodically as is commercially reasonable but no less frequently than every five (5) years. The Landlord's Property Insurance Policy shall additionally comply with all requirements applicable to it set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 10.

10.1.2 Policies Required For Additional Landlord Work - Builder's All Risk Policy. In the event the reasonably anticipated total cost of any Additional Landlord Work (calculated so as to include, but not be limited to, all sums payable under any Additional Landlord Work construction contracts related thereto) is equal to or exceeds One Million and No/100 Dollars (\$1,000,000.00) and such Additional Landlord Work is not covered during the course of construction

by the Landlord's Property Insurance Policy, then prior to the commencement of any Additional Landlord Work and at all times during the performance of such Additional Landlord Work, Landlord shall obtain, keep and maintain or cause to be obtained, kept and maintained, builder's "all risk" insurance policies (collectively, the "**Landlord's Builder's All Risk Policies**") affording coverage of such Additional Landlord Work, whether permanent or temporary, and all materials intended for incorporation into the Leased Premises, whether stored on-site or off-site, related thereto, against loss or damage due to Insured Casualty Risks on commercially reasonable terms from time to time available with respect to similar work in Houston, Harris County, Texas. The Landlord's Builder's All Risk Policies shall be written on an occurrence basis and on a "replacement cost" basis, insuring one hundred percent (100%) of the insurable value of the cost of the Additional Landlord Work, using a completed value form (with permission to occupy upon completion of work or occupancy), naming Landlord as the first named insured, Tenant as additional insured, and any Facility Mortgagee and Tenant Mortgagee as a mortgagee, as their respective interests may appear, and with any deductible, which shall be paid by Landlord, not exceeding One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per loss; *provided, however*, that, in the case of demolition and debris removal coverage, Landlord shall carry coverage in not less than the full amount necessary to demolish the Additional Landlord Work and to remove all debris that may exist after the occurrence of any Insured Casualty Risks. The Landlord's Builder's All Risk Policies additionally shall comply with all requirements applicable to them set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 10. The cost of any Landlord's Builder's All Risk Policy shall be considered a cost of the Additional Landlord Work.

10.1.3 Additional Policies Required by Landlord During the Lease Term.

Commencing on the Effective Date, and at all times during the Lease Term, Landlord shall, at its sole cost and expense, obtain, keep and maintain or cause to be obtained, kept and maintained, the following insurance policies:

(a) **Commercial General Liability Policy.** A commercial general liability insurance policy ("**Landlord's GL Policy**"), no more restrictive than the current standard ISO Commercial Liability occurrence form policy in use in the State of Texas, written on an occurrence basis and covering the entire Astrodome Complex and the Additional Parking Land (but having sub-limits that are site-specific to the Leased Premises), naming Landlord as the named insured (with the effect that Landlord and its employees are covered) and any Facility Mortgagee, any Tenant Mortgagee and Tenant as additional insureds, affording protection against liability arising out of personal injury, bodily injury and death and/or property damage occurring, in, upon or about the Leased Premises or resulting from, or in connection with, the construction, use, operation or occupancy of the Leased Premises and containing provisions for severability of interests. The Landlord's GL Policy shall be primary and noncontributory to any policies carried by Tenant except that Tenant's GL Policy shall be primary and noncontributory to the Landlord's GL Policy as to (i) Tenant's Facilities at all times during the Lease Term, (ii) the Leased Premises (other than the portion of the Complex Grounds where Landlord derives parking or any other revenues) on Tenant Event Days and (iii) the portion of the Astrodome (subject to the applicable provisions of Article 8), the Exhibition Hall and the Astroarena being used in connection with a Tenant

Non-Event during the holding of a Tenant Non-Event. The Landlord's GL Policy shall be in such amount and such policy limits so that (i) the coverage and limits are adequate to maintain the Landlord's Excess/Umbrella Policy without gaps in coverage between the Landlord's GL Policy and the Landlord's Excess/Umbrella Policy and (ii) the minimum policy limits set forth in the Insurance Plan Additional Requirements are satisfied. The Landlord's GL Policy additionally shall comply with all requirements applicable to it set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 10.

(b) Workers' Compensation Policy. A workers' compensation insurance policy and any and all other statutory forms of insurance now or hereafter prescribed by applicable law, providing statutory coverage under the laws of the State of Texas for all Persons employed by Landlord in connection with the Leased Premises and employers liability insurance policy (collectively, the "**Landlord's Workers' Compensation Policy**") affording protection of not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease (policy limit). The Landlord's Workers' Compensation Policy shall have an Alternate Employer Endorsement in favor of Tenant and additionally shall comply with all requirements applicable to it set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 10. If requested by Tenant, every five (5) years during the Lease Term the amount of Landlord's Workers' Compensation Policy shall be adjusted by the CPI Fraction as of the end of such fifth year by multiplying the initial One Million and No/100 Dollar (\$1,000,000.00) amount of such policy by the then CPI Fraction.

(c) Excess/Umbrella Policy. An excess or umbrella liability insurance policy ("**Landlord's Excess/Umbrella Policy**"), written on an occurrence basis, in an amount not less than Seventy Million and No/100 Dollars (\$70,000,000.00) per occurrence and in the aggregate for personal injury, bodily injury and death and/or property damage liability combined, such policy to be written on an excess basis above the coverages required hereinabove (specifically listing such underlying policies) and following the form of such underlying policies and naming Landlord as an insured and any Facility Mortgagee, any Tenant Mortgagee and Tenant as additional insureds. Every five (5) years during the Lease Term the amount of Landlord's Excess/Umbrella Policy shall be adjusted by the CPI Fraction as of the end of such fifth year by multiplying the initial Seventy Million and No/100 Dollar (\$70,000,000.00) amount of such policy by such CPI Fraction.

(d) Comprehensive Automobile Liability. A comprehensive automobile liability policy, written on an occurrence basis, in an amount not less than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per person, Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence, with property damage coverage in an amount not less than One Hundred Fifty Thousand and No/100 Dollars (\$100,000.00) per occurrence for all automobiles operated or used by Landlord or the Complex Manager on the Leased

Premises (the "**Landlord's Auto Policy**"). Landlord's Auto Policy shall be (i) on a standard form written to cover all owned, hired and non-owned automobiles, (ii) endorsed to include Tenant as additional insured, (iii) contain cross-liability and severability of interest endorsements and (iv) state that this insurance is primary insurance as regards any other insurance carried by Tenant.

10.1.4 Policies Required by Tenant. Commencing on the Effective Date, and at all times during the Lease Term and continuing thereafter until Tenant has fulfilled all of its obligations under Article 18 (unless otherwise provided below), Tenant shall, at its sole cost and expense, obtain, keep and maintain or cause to be obtained, kept, and maintained, the following insurance policies:

(a) **Commercial General Liability Policy.** A commercial general liability insurance policy ("**Tenant's GL Policy**"), no more restrictive than the current standard ISO Commercial Liability occurrence form policy in use in the State of Texas, written on an occurrence basis and limited to the Leased Premises (or if not so limited, having a general aggregate limit, if any, that shall be site-specific to the Leased Premises), naming Tenant as the named insured (with the effect that Tenant and its employees are covered) and any Facility Mortgagee, any Tenant Mortgagee and Landlord as additional insureds, affording protection against liability arising out of personal injury, bodily injury and death and/or property damage occurring, in, upon or about the Leased Premises or resulting from, or in connection with, the use, operation or occupancy of the Leased Premises and containing provisions for severability of interests. The Tenant's GL Policy shall be primary and noncontributory to the Landlord's GL Policy as to (i) Tenant's Facilities at all times during the Lease Term, (ii) the Leased Premises (other than the portion of the Complex Grounds where Landlord derives parking or any other revenues) on Tenant Event Days and (iii) the portion of the Astrodome (subject to the applicable provisions of Article 8), the Exhibition Hall and the Astroarena being used in connection with a Tenant Non-Event during the holding of a Tenant Non-Event, otherwise the Landlord's GL Policy shall be primary and noncontributory to any policies carried by Tenant. The Tenant's GL Policy shall be in such amount and such policy limits so that (i) the coverage and limits are adequate to maintain the Tenant's Excess/Umbrella Policy without gaps in coverage between the Tenant's GL Policy and the Tenant's Excess/Umbrella Policy and (ii) the minimum policy limits set forth in the Insurance Plan Additional Requirements are satisfied. The Tenant's GL Policy additionally shall comply with all other requirements applicable to it set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 10.

(b) **Workers' Compensation Policy.** A workers' compensation insurance policy and any and all other statutory forms of insurance now or hereafter prescribed by applicable law, providing statutory coverage under the laws of the State of Texas for all Persons employed by Tenant in connection with the Leased Premises and employers liability insurance policy (collectively, the "**Tenant's Workers' Compensation Policy**") affording protection of not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100

Dollars (\$1,000,000.00) bodily injury by disease (policy limit). The Tenant's Workers' Compensation Policy shall have an Alternate Employer Endorsement in favor of Landlord and additionally shall comply with all other requirements applicable to it set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 10. If requested by Landlord, every five (5) years during the Lease Term the amount of Tenant's Workers' Compensation Policy shall be adjusted by the CPI Fraction as of the end of such fifth year by multiplying the initial One Million and No/100 Dollar (\$1,000,000.00) amount of such policy by the then CPI Fraction.

(c) Excess/Umbrella Policy. An excess or umbrella liability insurance policy ("**Tenant's Excess/Umbrella Policy**"), written on an occurrence basis, in an amount not less than Twenty-Five Million and No/100 Dollars (\$25,000,000.00) per occurrence and in the aggregate for personal injury, bodily injury and death and/or property damage liability combined, such policy to be written on an excess basis above the coverages required in this Section 10.1.4 (specifically listing such underlying policies) and following the form of such underlying policies and naming Tenant as insured and any Facility Mortgagee, any Tenant Mortgagee and Landlord as additional insureds. Every five (5) years during the Lease Term the amount of Tenant's Excess/Umbrella Policy shall be adjusted by the CPI Fraction as of the end of such fifth year by multiplying the initial Twenty-Five Million and No/100 Dollar (\$25,000,000.00) amount of such policy by such CPI Fraction.

(d) Builder's All Risk Policy. In the event the reasonably anticipated total cost of any Additional Tenant Work (calculated so as to include, but not be limited to, all sums payable under any Additional Tenant Work construction contracts related thereto) is equal to or exceeds One Million and No/100 Dollars (\$1,000,000.00) and such Additional Tenant Work is not covered during the course of construction by the Landlord's Property Insurance Policy, then prior to the commencement of any Additional Tenant Work and at all times during the performance of such Additional Tenant Work, Tenant shall obtain, keep and maintain or cause to be obtained, kept and maintained, builder's "all risk" insurance policies (collectively, the "**Tenant's Builder's All Risk Policies**") affording coverage of such Additional Tenant Work, whether permanent or temporary, and all materials intended for incorporation into the Leased Premises, whether stored on-site or off-site, related thereto, against loss or damage due to Insured Casualty Risks on commercially reasonable terms from time to time available with respect to similar work in Houston, Harris County, Texas. The Tenant's Builder's All Risk Policies shall be written on an occurrence basis and on a "replacement cost" basis, insuring one hundred percent (100%) of the insurable value of the cost of the Additional Tenant Work, using a completed value form (with permission to occupy upon completion of work or occupancy), naming Tenant as the first named insured, Landlord as additional insured, and any Facility Mortgagee and any Tenant Mortgagee as mortgagee, as their respective interests may appear, and with any deductible, which shall be paid by Tenant, not exceeding One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per loss; *provided, however*, that, in the case of demolition and debris removal coverage, Tenant shall carry coverage in not less than the full amount necessary to demolish the Additional Tenant Work and to remove all debris that may exist after the occurrence of

any Insured Casualty Risks. The Tenant's Builder's All Risk Policies additionally shall comply with all requirements applicable to them set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 10. The cost of any Tenant's Builder's All Risk Policy shall be considered a cost of the Additional Tenant Work.

(e) Comprehensive Automobile Liability. A comprehensive automobile liability policy, written on an occurrence basis, in an amount not less than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per person, Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence, with property damage coverage in an amount not less than One Hundred Fifty Thousand and No/100 Dollars (\$100,000.00) per occurrence for all automobiles operated or used by Tenant on the Leased Premises ("**Tenant's Auto Policy**"). Tenant's Auto Policy shall be (i) on a standard form written to cover all owned, hired and non-owned automobiles, (ii) endorsed to include Landlord as additional insured, (iii) contain cross-liability and severability of interest endorsements and (iv) state that this insurance is primary insurance as regards any other insurance carried by Landlord.

Section 10.2 Surety Bonds. Prior to the commencement of any Additional Landlord Work (other than Maintenance) costing in excess of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) and at all times during the performance of such Additional Landlord Work (other than Maintenance), Landlord shall cause the Additional Landlord Work contractor to obtain, keep and maintain such performance and payment bonds as are required by applicable Governmental Rule or if not required by applicable Governmental Rule, as are commercially reasonable in light of the circumstances. The cost of any such payment and performance bonds shall be considered a cost of the Additional Landlord Work. Prior to the commencement of any Additional Tenant Work costing in excess of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) and at all times during the performance of such Additional Tenant Work, Tenant shall cause the Additional Tenant Work contractor to obtain, keep and maintain such performance and payment bonds as are required by applicable Governmental Rule or if not required by applicable Governmental Rule, as are commercially reasonable in light of the circumstances. The cost of any such payment and performance bonds shall be considered a cost of the Additional Tenant Work.

Section 10.3 Blanket or Master Policy. Any one or more of the types of insurance coverages required in the Existing Rodeo Lease (except for the Tenant's GL Policy which shall have a general aggregate limit that shall be site-specific to the Leased Premises, and the Landlord's GL Policy which shall have a general aggregate limit that shall be site-specific to the Astrodomain Complex and Additional Parking Land and sub-limits specific to the Leased Premises) may be obtained, kept and maintained through a blanket or master policy insuring other entities (such as a parent corporation of Tenant, Affiliates of Tenant or the general partner(s) thereof), *provided* that (a) such blanket or master policy and the coverage effected thereby comply with all applicable requirements of the Existing Rodeo Lease and (b) the protection afforded under such blanket or master policy shall be no less than that which would have been afforded under a separate policy or policies relating only to the Leased Premises. If any excess or umbrella liability insurance coverage required pursuant hereto is subject to an aggregate annual limit and is maintained through such blanket or master policy, and if such aggregate annual limit is impaired as a result of claims actually

paid by more than fifty percent (50%), the Party who carries such policy hereunder shall immediately give notice thereof to the other Party and, within ninety (90) days after discovery of such impairment, to the fullest extent reasonably possible, cause such limit to be restored by purchasing additional coverage if higher excess limits have not been purchased.

Section 10.4 Failure to Maintain. If at any time and for any reason Tenant or Landlord fails to provide, maintain, keep in force and effect, or deliver to the other Party proof of, any of the insurance required under the Existing Rodeo Lease and such failure continues for ten (10) days after notice thereof from the other Party to Tenant or Landlord, as the case may be, the other Party may, but shall have no obligation to, procure single interest insurance for such risks covering the other Party (or, if no more expensive, the insurance required by the Existing Rodeo Lease), and Tenant or Landlord, as the case may be, shall, within ten (10) days following the other Party's demand and notice, pay and reimburse the other Party therefor.

Section 10.5 Additional Policy Requirements.

10.5.1 Insurers; Certificate and Other Requirements.

(a) All insurance policies required to be procured under the Existing Rodeo Lease shall be effected under valid policies issued by insurers which have an Alfred M. Best Company, Inc. rating of "A-" or better and a financial size category of not less than "X" (or, if Alfred M. Best Company, Inc. no longer uses such rating system, then the equivalent or most similar ratings under the rating system then in effect, or if Alfred M. Best Company, Inc. is no longer the most widely accepted rater of the financial stability of insurance companies providing coverage such as that required by the Existing Rodeo Lease, then the equivalent or most similar rating under the rating system then in effect of the most widely accepted rater of the financial stability of such insurance companies at the time); *provided* that Landlord and Tenant may utilize insurers with lower Alfred M. Best Company, Inc. ratings with the prior written consent of the other Party.

(b) Each and every policy required to be carried hereunder shall provide for blanket waivers of subrogation by endorsement or other means if required by contract which waivers of subrogation shall be effective as to any Party.

(c) Each and every insurance policy required to be carried hereunder by or on behalf of any Party shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless the other Party shall have received written notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such written notice to be sent to the other Party not less than ninety (90) days (or the maximum period of days permitted under applicable law, if less than ninety (90) days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy is to be canceled due to non-payment of premiums, the requirements

of the preceding sentence shall apply except that the written notice shall be sent to the other Party on the earliest possible date but in no event less than ten (10) days prior to the effective date of such cancellation.

10.5.2 Delivery of Evidence of Insurance. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of the Existing Rodeo Lease, on or before the date on which each such policy is required to be first obtained and prior to the expiration of any policy required hereunder previously obtained, Tenant and Landlord, as the case may be, shall deliver to the other Party evidence showing that such insurance is in full force and effect. Such evidence shall include certificates of insurance issued by a Responsible Officer of the issuer of such policies, or in the alternative, a Responsible Officer of an agent authorized to bind the named issuer, setting forth the name of the issuing company, the coverage, limits, deductibles, endorsements, term and termination provisions thereon. By no later than (i) thirty (30) days after the effective date of any insurance policy required under the Existing Rodeo Lease, Tenant and Landlord, as the case may be, shall provide the other Party with reasonable evidence that premiums have either been paid or are payable in installments and (ii) one hundred twenty (120) days after the effective date of any insurance policy required under the Existing Rodeo Lease, Tenant and Landlord, as the case may be, shall provide the other Party with a copy of such insurance policy.

10.5.3 Waiver of Right of Recovery. Notwithstanding the provisions of Section 10.7 to the contrary, to the extent permitted by law and without affecting the insurance coverage required to be maintained hereunder, Landlord and Tenant each waive all rights of recovery, claim, action or cause of action against the other for any damage to Property (including the Leased Premises), to the extent that such damage (i) is covered (and only to the extent of such coverage without regard to deductibles) by insurance actually carried by the Party holding or asserting such right of recovery, claim, action or cause of action or (ii) would be insured against under the terms of any insurance required to be carried under the Existing Rodeo Lease by the Party holding or asserting such right of recovery, claim, action or cause of action. This provision is intended to (i) restrict each Party (if and to the extent permitted by law) to recovery against insurance carriers to the extent of such coverage and to waive (to the extent of such coverage), for the benefit of each Party, rights and/or claims which might give rise to a right of subrogation in any insurance carrier and (ii) give each Party the benefit of the foregoing notwithstanding any failure by the other Party to maintain the insurance required under the Existing Rodeo Lease. The provisions of this Section 10.5.3 are not intended to limit the claims of Landlord or Tenant to the face amount or coverage of the insurance policies herein provided for or to evidence the waiver by either Party of any claim for damages in excess of the face amount or coverage of any of such insurance policies. Neither the issuance of any insurance policy required under, or the minimum limits specified in, the Existing Rodeo Lease with respect to Tenant's or Landlord's insurance coverage shall be deemed to limit or restrict in any way Tenant's or Landlord's liability arising under or out of the Existing Rodeo Lease.

Section 10.6 Proceeds of Insurance. Without limiting Landlord's obligations under Article 13 with respect to Casualty Repair Work, any Insurance Proceeds paid under the Landlord's Property Insurance Policy or the Landlord's Builder's All Risk Policies shall be payable to Landlord and deposited into the Insurance Fund to be held and distributed pursuant to Article 13. Likewise, any Insurance Proceeds paid under the Tenant's Builder's All Risk Policies shall be payable to Tenant and deposited into the Insurance Fund. Landlord shall (i) establish and maintain the Insurance Account for the sole purposes of holding, applying, investing and transferring the Insurance Fund and (ii) hold and disburse the Insurance Proceeds deposited into the Insurance Fund under the Existing Rodeo Lease, all in accordance with this Article 10 and Article 13. All funds in the Insurance Fund shall be held in escrow by Landlord for application in accordance with the terms of the Existing Rodeo Lease and Landlord shall account to Tenant for the same on a monthly basis. The funds in the Insurance Fund shall be invested only in Permitted Investments and all earnings and interest thereof shall accrue to the Insurance Fund and shall be available as part of the Insurance Fund. Neither Landlord nor Tenant shall create, incur, assume or permit to exist any Lien on the Insurance Fund or any proceeds thereof.

Section 10.7 Indemnification.

10.7.1 Tenant's Agreement to Indemnify. TENANT SHALL, EXCEPT AS PROVIDED IN SECTION 10.7.2 OR OTHERWISE EXPRESSLY PROVIDED IN THE OTHER PRINCIPAL PROJECT DOCUMENTS (BUT ONLY TO THE EXTENT IN FORCE AND APPLICABLE), DEFEND, PROTECT, INDEMNIFY AND HOLD LANDLORD, THE COUNTY, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, SUITS, CLAIMS AND JUDGMENTS OF ANY NATURE (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), ARISING FROM OR IN CONNECTION WITH ANY INJURY TO OR DEATH OF A THIRD PERSON OR ANY DAMAGE TO PROPERTY OF A THIRD PERSON (INCLUDING LOSS OF USE) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH (i) TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES (OTHER THAN THE PORTION OF THE COMPLEX GROUNDS WHERE LANDLORD DERIVES PARKING OR ANY OTHER REVENUES) DURING TENANT EVENT DAYS AND (Y) THE PORTION OF THE ASTRODOME (SUBJECT TO THE APPLICABLE PROVISIONS OF ARTICLE 8), THE EXHIBITION HALL AND THE ASTROARENA BEING USED IN CONNECTION WITH A TENANT NON-EVENT DURING THE HOLDING OF A TENANT NON-EVENT OR (ii) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF (A) TENANT, (B) TENANT'S CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INVITEES OR SPACE TENANTS (BUT ONLY IF SUCH SPACE TENANT IS LICENSED DIRECTLY AND SOLELY BY TENANT) OR (C) ANY INDIVIDUAL APPOINTED BY TENANT TO SUBSTITUTE FOR AND REPLACE MEMBERS OF LANDLORD'S EVENT STAFFING AND ADDITIONAL STAFFING PURSUANT TO SECTION 6.1.2.7 WHILE ACTING IN SUCH CAPACITY.

10.7.2 Tenant's Exclusions. Notwithstanding the provisions of Section 10.7.1, Tenant shall not be liable for any liabilities, damages, suits, claims and judgments of any nature

(including reasonable attorneys' fees and expenses) arising from or in connection with:

(a) Any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful misconduct of Landlord, the County, any County Affiliate, any of Landlord's other tenants, including the NFL Club, or their respective employees, officers, directors, contractors, agents, invitees or Space Tenants (other than Space Tenants that are licensed directly and solely by Tenant), or the negligence or willful misconduct of any Person other than those referenced in clause (ii) of Section 10.7.1;

(b) Landlord's violation of any provisions of the Existing Rodeo Lease or any applicable Governmental Rules or deed restriction or insurance policy, now or hereafter in effect and applicable to Landlord;

(c) The existence of any Hazardous Materials in, on or under the Leased Premises prior to the Effective Date, but the foregoing shall not apply to any Hazardous Materials that are introduced to the Leased Premises by Tenant, or any of its employees, officers, directors, contractors, agents, invitees or Space Tenants (but only if such Space Tenant is licensed directly and solely by Tenant); or

(d) Any Environmental Event caused by Landlord, the County, any of Landlord's other tenants, including the NFL Club, or any of their respective employees, officers, directors, contractors, agents, invitees or Space Tenants (other than Space Tenants that are licensed directly and solely by Tenant), or by any other Person other than those referenced in clause (ii) of Section 10.7.1.

10.7.3 Landlord's Agreement to Indemnify. LANDLORD SHALL, EXCEPT AS PROVIDED IN SECTION 10.7.4 OR OTHERWISE IN THE OTHER PRINCIPAL PROJECT DOCUMENTS (BUT ONLY TO THE EXTENT IN FORCE AND APPLICABLE), DEFEND, PROTECT, INDEMNIFY AND HOLD TENANT AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL (A) LIABILITIES, DAMAGES, SUITS, CLAIMS AND JUDGMENTS OF ANY NATURE (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), ARISING FROM OR IN CONNECTION WITH ANY INJURY TO OR DEATH OF A THIRD PERSON OR ANY DAMAGE TO PROPERTY OF A THIRD PERSON (INCLUDING LOSS OF USE) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH (i) THE LEASE, OPERATION, USE, OCCUPANCY, MAINTENANCE OR REPAIR OF THE LEASED PREMISES BY LANDLORD, THE COUNTY, ANY OF LANDLORD'S OTHER TENANTS, INCLUDING THE NFL CLUB OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, INVITEES OR SPACE TENANTS (OTHER THAN SPACE TENANTS THAT ARE LICENSED DIRECTLY AND SOLELY BY TENANT), OR (ii) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, THE COUNTY, OR THEIR RESPECTIVE LICENSEES, TENANTS (OTHER THAN TENANT), CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INVITEES OR SPACE TENANTS (OTHER THAN SPACE TENANTS THAT ARE LICENSED DIRECTLY AND SOLELY BY TENANT) OR (B) LIABILITIES OF

ANY NATURE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH ANY FINANCIAL RESPONSIBILITY OF TENANT CONTRARY TO THE PROVISIONS OF SECTION 9.1.1.

10.7.4 Landlord's Exclusions. Notwithstanding the provisions of Section 10.7.3, Landlord shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including reasonable attorneys' fees and expenses) arising from or in connection with:

- (a) Any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful misconduct of Tenant, or its Affiliates, employees, officers, directors, contractors, agents, invitees or Space Tenants (but only if such Space Tenant is licensed directly and solely by Tenant);
- (b) Tenant's violation of any provisions of the Existing Rodeo Lease or any applicable Governmental Rules or deed restriction or insurance policy, now or hereafter in effect and applicable to Tenant;
- (c) Any Hazardous Materials that are introduced to the Leased Premises by Tenant, or any of its employees, officers, directors, contractors, agents, invitees or Space Tenants (but only if such Space Tenant is licensed directly and solely by Tenant); or
- (d) Any Environmental Event caused by Tenant, or any of its employees, officers, directors, contractors, agents, invitees or Space Tenants (but only if such Space Tenant is licensed directly and solely by Tenant).

10.7.5 No Third Party Beneficiary. The provisions of this Section 10.7 are solely for the benefit of Landlord and Tenant and are not intended to create or grant any rights, contractual or otherwise, to any other Person.

10.7.6 Conduct of Claims. The Party entitled to indemnification under this Section 10.7 (the "**Indemnified Party**") shall reasonably promptly after the receipt of notice of any legal action or claim against such Indemnified Party in respect of which indemnification may be sought pursuant to this Section 10.7, notify the other Party (the "**Indemnifying Party**") of such action or claim. The Indemnifying Party shall not be obligated to indemnify the Indemnified Party with respect to any such action or claim if the Indemnified Party knowingly fails to notify the Indemnifying Party thereof in accordance with the provisions of this Section 10.7.6 in sufficient time to permit the Indemnifying Party to defend against such matter and to make a timely response thereto, including any responsive motion or answer to a complaint, petition, notice or other legal, equitable or administrative process relating to the action or claim, but only in so far as such knowing failure to notify the Indemnifying Party has actually resulted in prejudice or damage to the Indemnifying Party. In case any such action or claim shall be made or brought against the Indemnified Party, the Indemnifying Party may, or if so requested by the Indemnified Party shall, assume the defense thereof with counsel of its selection reasonably acceptable to the Indemnified Party and which shall be reasonably competent and experienced to defend the Indemnified Party.

In such circumstances, the Indemnified Party shall (i) at no cost or expense to the Indemnified Party, cooperate with the Indemnifying Party and provide the Indemnifying Party with such information and assistance as the Indemnifying Party shall reasonably request in connection with such action or claim and (ii) at its own expense, have the right to participate and be represented by counsel of its own choice in any such action or with respect to any such claim. If the Indemnifying Party assumes the defense of the relevant claim or action, (a) the Indemnifying Party shall not be liable for any settlement thereof which is made without its consent and (b) the Indemnifying Party shall control the settlement of such claim or action; *provided, however*, that the Indemnifying Party shall not conclude any settlement which requires any action or forbearance from action or payment or admission by the Indemnified Party or any of its Affiliates without the prior approval of the Indemnified Party. The obligations of an Indemnifying Party shall not extend to any loss, damage and expense of whatever kind and nature (including all related costs and expenses) to the extent the same results from the taking by the Indemnified Party of any action (unless required by law or applicable legal process) after the assertion of any claim which gave rise to the obligation to indemnify which prejudices the successful defense of the action or claim, without, in any such case, the prior written consent of the Indemnifying Party (such consent not to be required in a case where the Indemnifying Party has not assumed the defense of the action or claim). The Indemnified Party agrees to afford the Indemnifying Party and its counsel the opportunity to be present at, and to participate in, conferences with all Persons, including Governmental Authorities, asserting any claim or action against the Indemnified Party covered by the indemnity contained in this Section 10.7 or conferences with representatives of or counsel for such Person.

10.7.7 Survival. The indemnities contained in this Section 10.7 shall survive the expiration or earlier termination of the Existing Rodeo Lease, but only insofar as such indemnities relate to any liabilities, damages, suits, claims or judgments that arose prior to the expiration or earlier termination of the Existing Rodeo Lease.

ARTICLE 11

OWNERSHIP OF LEASED PREMISES; ACCESS

Section 11.1 Title to the Leased Premises.

11.1.1 Ownership. Fee title to the Leased Premises shall be and remain in the County, subject to the Permitted Encumbrances, but the County's rights and powers with respect thereto are subject to the terms and limitations of the Existing Rodeo Lease and the Recognition, Non-Disturbance and Attornment Agreements. Leasehold title to the Leased Premises shall be and remain in Landlord pursuant to the Prime Lease, but Landlord's rights and powers with respect thereto are subject to the terms and limitations of the Existing Rodeo Lease. All Tenant's FF&E and other personal Property installed on, affixed to or placed or used in the operation of the Leased Premises, by or on behalf of Tenant throughout the Lease Term shall be and remain the property of Tenant at all times and shall not be considered part of the Leased Premises, except for Landlord's FF&E installed, affixed, attached or supplied by Landlord or any Landlord's FF&E paid for out of the Insurance Fund, and all repairs to, replacements of, and substitutions therefor.

11.1.2 Sale or Disposal of Equipment or Other Personal Property. Provided that no Landlord Default then exists, Landlord shall have the right at any time and from time to time, to sell or dispose of any Physically Obsolete or Functionally Obsolete equipment, fixtures, machinery, furniture, furnishings and other personal property that constitutes a part of the Leased Premises (collectively, "**Personalty**") and use the proceeds thereof for Capital Repair or Maintenance Work pursuant to the terms of the Existing Rodeo Lease; *provided, however*, that if such Personalty is necessary for operation of the Leased Premises in accordance with the requirements of Section 6.1, Landlord shall then or prior thereto or as reasonably necessary thereafter substitute for the same other Personalty, not necessarily of the same character but capable of performing the same function as that performed by the Personalty so disposed of, and of good quality and suitable for its intended purpose and title to such substitute Personalty shall vest in Landlord subject only to the Existing Rodeo Lease and any encumbrances arising by, through or under Landlord; *provided* that Landlord will not replace Functionally Obsolete Personalty with Physically Obsolete Personalty. The foregoing is subject to the rights of Landlord with respect to the Astrodome set forth in Article 8.

Section 11.2 Access to the Leased Premises by Landlord.

11.2.1 Leased Premises. Landlord shall be entitled to uninterrupted access to the Leased Premises (excluding Tenant's Facilities) at all times during the Lease Term except on Tenant Event Days and days on which Tenant Non-Events occur. On Tenant Event Days and days on which Tenant Non-Events occur, Landlord's reasonably necessary authorized representatives may have access to the Leased Premises provided such authorized representatives have proper credentials issued by Landlord and further provided that such access is for the purpose of (a) inspection, (b) the performance of (i) any Maintenance and repair to be performed by Landlord, (ii) any Landlord Remedial Work or Tenant Remedial Work or (iii) other work in the Leased Premises made necessary by reason of Tenant's Default, (c) Landlord's operation of the Leased Premises under Section 6.1 and Section 18.2, as applicable or (d) reasonable exhibition of the Leased Premises to others during the last twelve (12) months of the Lease Term; *provided, however*, if reasonably possible the foregoing items (a), (b) and (d) shall be performed by Landlord on days other than Tenant Event Days and days on which Tenant Non-Events occur; *and further provided* that if the foregoing items (a), (b) and (d) must be performed on a Tenant Event Day or a day on which a Tenant Non-Event occurs, such entry shall be conducted in such a manner as to minimize interference with the Tenant Event or Tenant Non-Event taking place on such Tenant Event Day or a day on which a Tenant Non-Event occurs, or the enjoyment thereof by Tenant's guests.

11.2.2 Tenant's Facilities. During the Lease Term, Landlord and its reasonably necessary authorized representatives, bearing proper credentials issued by Landlord, shall only have access to Tenant's Facilities provided Landlord uses reasonable efforts given the totality of the circumstances to deliver to Tenant notice twenty-four (24) hours in advance of such contemplated access and provided such access is for the purpose of (a) inspection, (b) the performance of (i) any Maintenance and repair to be performed by Landlord, (ii) any Landlord Remedial Work or Tenant Remedial Work or (iii) other work in Tenant's Facilities made necessary by reason of Tenant's Default, (c) Landlord's operation of Tenant's Facilities under Section 6.1 and Section 18.2, as applicable, or (d) reasonable exhibition of the Tenant's Facilities to others during the last twelve (12)

months of the Lease Term; *provided, however*, if reasonably possible the foregoing items (a), (b) and (d) shall be performed by Landlord on days other than Tenant Event Days; *and further provided* that if the foregoing items (a), (b) and (d) must be performed on a Tenant Event Day such entry shall be conducted in such a manner as to minimize interference with the activities being conducted in Tenant's Facilities. During normal Business Hours and upon written notice to Landlord, Tenant shall have the right to review any records maintained by Landlord, or otherwise available to Landlord, regarding access by any Persons to and from Tenant's Facilities.

11.2.3 Emergency Situations. Notwithstanding Section 11.2.1 and Section 11.2.2, Landlord and its reasonably necessary authorized representatives, bearing proper credential issued by Landlord, will have access to the Leased Premises and Tenant's Facilities in any circumstance in which Landlord in good faith believes that an Emergency exists. In such circumstances, Landlord's activities on the Leased Premises or Tenant's Facilities shall be limited to taking reasonable action in order to safeguard lives, property or the environment (including any repair or Maintenance necessary under such Emergency circumstances).

ARTICLE 12

AMBUSH MARKETING AND PARTY AMBUSH MARKETING

Section 12.1 Ambush Marketing; Party Ambush Marketing.

12.1.1 Ambush Marketing. Landlord shall, to the extent within its reasonable control, use its good faith reasonable efforts to prohibit Ambush Marketing during Landlord Events. Tenant shall, to the extent within its reasonable control, use its good faith reasonable efforts to prohibit Ambush Marketing during Tenant Events and Tenant Non-Events.

12.1.2 Party Ambush Marketing. Landlord, itself or through the Complex Manager, and Tenant in its use or occupancy of the Astrodomain Complex and Complex Grounds, shall not allow or cause to occur or participate in any Party Ambush Marketing, on or from any portion of the Astrodomain Complex or the Complex Grounds.

ARTICLE 13

CASUALTY DAMAGE

Section 13.1 Damage or Destruction. If, at any time during the Lease Term, there is any Casualty to the Leased Premises or any part thereof, then Landlord shall (i) use all reasonable efforts to promptly secure the area of damage or destruction to safeguard against injury to Persons or Property and remediate any hazard, and promptly thereafter, notify Tenant in writing of the estimated time to remedy such Casualty and restore the Leased Premises to a safe condition whether by repair or by demolition, removal of debris and screening from public view, and (ii) subject to the applicable provisions of Article 8 with respect to the Astrodome, Landlord shall, to the extent allowed by law, promptly commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of adjusting the insurance loss and subject to Excusable Landlord Delay) to repair, restore, replace or rebuild the Leased Premises as nearly as practicable

to a condition which is at least substantially equivalent to that existing immediately prior to such damage or destruction, subject to the terms of Section 13.3 below. Such repair, restoration, replacement or rebuilding, including temporary repairs for the protection of other Property pending the completion of any such work, remediation of hazards and restoration of the Leased Premises to a safe condition or any demolition and debris removal required are sometimes referred to in this Amendment as the "**Casualty Repair Work.**" To the extent any Casualty Repair Work is not performed by Landlord's employees, such Casualty Repair Work must be performed on an arms length, bona fide basis by Persons who are not Affiliates of Landlord and on commercially reasonable terms given the totality of the then existing circumstances.

Section 13.2 Insurance Proceeds.

13.2.1 Requirements for Disbursement. Insurance proceeds paid pursuant to the policies of insurance for loss of or damage to the Leased Premises (herein sometimes referred to as the "**Insurance Proceeds**") shall be paid and delivered to the Persons specified in Section 10.6. Except as provided in Section 13.2.2, the Insurance Fund shall be applied to the payment of the costs of the Casualty Repair Work and shall be paid out to or for the account of Landlord from time to time as such Casualty Repair Work progresses. Insurance Proceeds paid or disbursed to Landlord, whether from the Insurance Fund, the issuers of any insurance policies or otherwise, shall be held by Landlord in trust for the purposes of paying the cost of the Casualty Repair Work and shall be applied by Landlord to such Casualty Repair Work or otherwise in accordance with the terms of this Section 13.2. Landlord shall from time to time as requested by Tenant provide an accounting to Tenant of the Insurance Proceeds in detail and format reasonably satisfactory to Tenant.

13.2.2 Disbursements of Excess Proceeds. If the Insurance Proceeds (and other funds, if any) received by Landlord shall exceed the entire cost of the Casualty Repair Work, Landlord shall hold such funds in trust for the purposes of satisfying Capital Repair or Maintenance Work to be provided under the terms of the Existing Rodeo Lease.

13.2.3 Uninsured Losses/Policy Deductibles. As Casualty Repair Work progresses during the Lease Term, Landlord shall be obligated to pay for all costs and expenses of any such Casualty Repair Work that are not covered by Insurance Proceeds or for which Insurance Proceeds are inadequate (such amounts being included within the term "**Casualty Expenses**").

13.2.4 Application of Insurance Proceeds.

13.2.4.1 Stadium Lease Terminated. In the event the Existing Rodeo Lease shall be terminated pursuant to the provisions of Section 13.3.1, Insurance Proceeds, if any, payable in respect of such damage or destruction shall be payable to, and held and distributed by, Landlord. Landlord shall distribute such Insurance Proceeds as follows and in the following order of priority (i) first, to Landlord for the payment of all reasonable costs of Casualty Repair Work to rebuild if Landlord has elected to rebuild, (ii) second, if Landlord has elected not to rebuild to Landlord for payment of all reasonable costs necessary to demolish any of the Leased Premises and to remediate any hazards caused by such Casualty, (iii) third, to pay the amount of outstanding principal and

accrued interest under any Public Debt, (iv) fourth, to pay the amount of outstanding principal and accrued interest to any Facility Mortgagee under a Facility Mortgage and (v) fifth, to Landlord, the remainder.

13.2.4.2 Existing Rodeo Lease Not Terminated. Notwithstanding anything in this Amendment, including the foregoing Section 13.2.4.1, to the contrary, in the event the Existing Rodeo Lease is not terminated pursuant to the provisions of Section 13.3.1, Insurance Proceeds, if any, payable in respect of such damage or destruction shall be payable to, and held and distributed by, Landlord. Landlord shall distribute such Insurance Proceeds as follows and in the following order of priority (i) first, to rebuild if Landlord has an obligation to rebuild and (ii) second, to Landlord the remainder.

Section 13.3 Option to Terminate.

13.3.1 Damage or Destruction of Substantially All of the Improvements. In the event that Substantially All of the Improvements are damaged or destroyed by a Casualty that is not the result of the willful misconduct of Tenant or any of its agents, employees, Space Tenants (but only those Space Tenants licensed directly and solely by Tenant) or contractors, Tenant may, at its option (exercised with reasonable promptness in the circumstances, but in all events within ninety (90) days after the date Tenant receives the written notification of the estimated time to remedy such Casualty), terminate the Existing Rodeo Lease by (y) serving upon Landlord notice within such period setting forth Tenant's election to terminate the Existing Rodeo Lease as a result of such Casualty as of the end of the calendar month in which such notice is delivered to Landlord and (z) paying to Landlord, concurrently with the service of such notice, all the Payments which would otherwise have been payable up to the effective date of such termination. Upon the service of such notice and the making of such Payments within the foregoing time period, the Existing Rodeo Lease shall cease and terminate on the date specified in such notice with the same force and effect as if such date were the date originally fixed as the Lease Expiration Date. Failure to terminate the Existing Rodeo Lease within the foregoing time period shall constitute an election by Tenant to keep the Existing Rodeo Lease in force. If Tenant elects to so keep the Existing Rodeo Lease in full force and effect, subject to the applicable provisions of Article 8 with respect to the Astrodome, Landlord shall commence to perform the Casualty Repair Work and prosecute such Casualty Repair Work to completion as provided in this Article 13, unless the Casualty occurs at any time during the last four (4) years of the Lease Term in which event Landlord may elect to terminate the Existing Rodeo Lease by written notice to Tenant within one hundred twenty (120) days after such Casualty, with such termination to be deemed a termination by Tenant under the terms of this Section 13.3.1.

13.3.2 Definition of Substantially All of the Improvements. For the purposes of this Section 13.3, "Substantially All of the Improvements" shall be deemed to be damaged or destroyed if such Casualty causes an Untenantable Condition to exist, or be reasonably expected to exist, for more than two (2) years from the date of the Casualty. The determination of whether the Leased Premises can be rebuilt, repaired and/or reconfigured in order to remedy such Untenantable Condition within such two (2) year period shall be made within sixty (60) days of the date of the Casualty by an independent architect mutually selected by Landlord and Tenant.

Section 13.4 Survival. The provisions contained in this Article 13 shall survive expiration or earlier termination of the Existing Rodeo Lease, but only insofar as such provisions relate to any Casualty that occurred prior to the expiration or earlier termination of the Existing Rodeo Lease.

ARTICLE 14 **CONDEMNATION**

Section 14.1 Temporary Taking. If at any time during the Lease Term, title or possession to the whole or any part of the Leased Premises or the Leasehold Estate shall be taken in a Condemnation Action for a temporary use or occupancy that does not encompass two (2) full Booked Spring Rodeos, the Lease Term shall not be reduced, extended or affected in any way.

Section 14.2 Condemnation of Substantially All of the Improvements.

14.2.1 Termination Rights. If at any time during the Lease Term, title or possession to the whole of the Leased Premises, the entire Leasehold Estate or Substantially All of the Improvements shall be taken in any Condemnation Action (or conveyed in lieu of any such Condemnation Action), other than for a temporary use or occupancy that does not encompass two (2) full Booked Spring Rodeos, then Tenant may, at its option (exercised with reasonable promptness in the circumstances, but in all events within ninety (90) days after Tenant receives written notification of the estimated time required to remedy the taking of the whole of the Leased Premises, the entire Leasehold Estate or Substantially All of the Improvements), terminate the Existing Rodeo Lease by (i) serving upon Landlord notice within such period setting forth Tenant's election to terminate the Existing Rodeo Lease as a result of such taking (or conveyance) as of the end of the calendar month in which such notice is delivered to Landlord and (ii) paying to Landlord, concurrently with the service of such notice, all the Payments which would otherwise have been payable up to the effective date of such termination. Upon the service of such notice and the making of such Payments within the foregoing time period, the Existing Rodeo Lease shall cease and terminate on the date specified in such notice with the same force and effect as if such date were the date originally fixed as the Lease Expiration Date. Failure to terminate the Existing Rodeo Lease within the foregoing time period shall constitute an election by Tenant to keep the Existing Rodeo Lease in force. If Tenant elects to so keep the Existing Rodeo Lease in full force and effect, subject to the applicable provisions of Article 8 with respect to the Astrodome, Landlord shall commence to perform the Condemnation Repair Work and prosecute such Condemnation Repair Work to completion as provided in this Article 14, unless the Condemnation Action (or conveyance in lieu of any such Condemnation Action) occurs at any time during the last four (4) years of the Lease Term in which event Landlord may elect to terminate the Existing Rodeo Lease by written notice to Tenant within one hundred twenty (120) days after such taking (or conveyance), with such termination to be deemed a termination by Tenant under the terms of this Section 14.2.1.

14.2.2 Definition of Substantially All of the Improvements. For purposes of this Article 14, "Substantially All of the Improvements" shall be deemed to have been taken if, by reason of the taking of title to or possession of the Leased Premises or any portion thereof by Condemnation Actions, an Untenantable Condition exists, or is reasonably expected to exist, for a

period of time encompassing two (2) full Booked Spring Rodeos or more beginning from the date of such taking (or conveyance), including any temporary taking of such length. The determination of whether the Leased Premises can be rebuilt, repaired and/or reconfigured in order to remedy such Untenantable Condition within such time shall be made within sixty (60) days of the date of the taking (or conveyance) by an independent architect mutually selected by Landlord and Tenant.

Section 14.3 Condemnation Repair Work. In the event of (i) a Condemnation Action affecting less than the whole of the Leased Premises, less than the entire Leasehold Estate or less than Substantially All of the Improvements or (ii) a Condemnation Action affecting the whole of the Leased Premises, the entire Leasehold Estate or Substantially All of the Improvements and Tenant does not exercise its option to terminate the Existing Rodeo Lease pursuant to Section 14.2.1 of this Amendment, then the Lease Term shall not be reduced or affected in any way, and Landlord shall, with reasonable diligence (subject to Excusable Landlord Delay and the applicable provisions of Article 8 with respect to the Astrodome), commence and thereafter proceed to repair, alter and restore the remaining part of the Leased Premises to substantially their former condition to the extent that the same may be feasible and necessary so as to constitute a complete multipurpose complex usable for its intended purposes, including professional rodeo competitions, livestock shows and major music concerts, and as otherwise contemplated under the Existing Rodeo Lease, to the extent practicable and permitted by applicable Governmental Rules. Such repairs, alterations or restoration, including temporary repairs for the protection of Persons or Property pending the completion of any part thereof, are sometimes referred to in this Article 14 as the "**Condemnation Repair Work.**" Landlord shall be obligated to pay for the entire cost of all Condemnation Repair Work ("**Condemnation Expenses**") irrespective of the amount of Landlord's Condemnation Award. Amounts paid to Landlord as Landlord's Condemnation Award shall be held in trust for the purpose of paying Condemnation Expenses and shall be applied by Landlord to any such Condemnation Expenses or otherwise in accordance with the terms of this Section 14.3. To the extent any Condemnation Repair Work is not performed by Landlord's employees, such Condemnation Repair Work must be performed on an arms length, bona fide basis by persons who are not Affiliates of Landlord and on commercially reasonable terms given the totality of the then existing circumstances. All Condemnation Expenses in excess of Landlord's Condemnation Award shall be paid by Landlord, except as provided in this Article 14.

Section 14.4 Application of Condemnation Awards.

14.4.1 Obligation to Rebuild. In the event that Tenant has not terminated the Existing Rodeo Lease pursuant to Section 14.2.1 of this Amendment, then Landlord's Condemnation Award and any Condemnation Award paid to Tenant for the Leasehold Estate (not including any portion of such Condemnation Award for Tenant's moving expenses or Tenant's separate Property) shall be distributed in the following order of priority: (a) to Landlord for the payment of all reasonable Condemnation Repair Work and (b) any amounts left over after applying such Condemnation Awards in accordance with the foregoing clause (a) shall be returned to the Party originally entitled to receive such Condemnation Award.

14.4.2 No Obligation to Rebuild. In the event that Tenant has terminated the Existing Rodeo Lease pursuant to Section 14.2.1 of this Amendment, then Landlord's Condemnation Award shall be applied (i) as necessary, to repay and redeem the amount of outstanding principal and accrued interest under any Public Debt and (ii) any excess shall be retained by Landlord, and Tenant shall be entitled to its full Condemnation Award.

Section 14.5 Condemnation Proceedings. Notwithstanding any termination of the Existing Rodeo Lease, (i) Tenant and Landlord each shall have the right, at its own expense, to appear in any Condemnation Action and to participate in any and all hearings, trials and appeals therein and (ii) subject to the other provisions of this Article 14, Tenant shall have the right in any Condemnation Action to assert a claim for, and receive all Condemnation Awards for, the loss in value of the Leasehold Estate, or any of Tenant's separate Property taken or damaged as a result of such Condemnation Action, and any damage to, or relocation costs of, Tenant's business as a result of such Condemnation Action. In the event of the commencement of any Condemnation Action, (i) Landlord shall undertake all commercially reasonable efforts to defend against, and maximize the Condemnation Award from, any such Condemnation Action, (ii) Landlord shall not accept or agree to any conveyance in lieu of any condemnation or taking without the prior consent of Tenant, which consent shall not be unreasonably withheld and (iii) Landlord and Tenant shall cooperate with each other in any such Condemnation Action and provide each other with such information and assistance as each shall reasonably request in connection with such Condemnation Action.

Section 14.6 Notice of Condemnation. In the event Landlord or Tenant receives notice of any proposed or pending Condemnation Action affecting the Leased Premises, the Party receiving such notice shall promptly notify the other Party.

Section 14.7 Survival. The provisions contained in this Article 14 shall survive the expiration or earlier termination of the Existing Rodeo Lease, but only insofar as such provisions relate to any Condemnation Actions or Condemnation Awards that arose prior to the expiration or earlier termination of the Existing Rodeo Lease.

Section 14.8 Rodeo Land. In the event that all or any portion of the Rodeo Land shall be subject to a Condemnation Action and as a result Landlord is unable to fulfill its parking obligations to Tenant under the Existing Rodeo Lease, including Section 2.5.4 of this Amendment, Tenant agrees to contribute the proceeds of its condemnation award for such Condemnation Action towards Tenant's acquisition of real property to be used as part of the Additional Parking Land and as a replacement for the Rodeo Land, or such portion taken by the Condemnation Action. Tenant further agrees that any real property so acquired shall be conveyed by Tenant to Landlord (or the County, if so requested) under the same terms and conditions as to which the Rodeo Land was conveyed to the County as of the Effective Date.

ARTICLE 15
ASSIGNMENT; SUBLETTING

Section 15.1 Assignments of Tenant's Interest; Subleasing. Except as otherwise permitted by Section 7.8, this Article 15 and Section 17.1, Tenant may not (and Tenant agrees that it will not), voluntarily, involuntarily, by operation of law or otherwise (including by way of merger or consolidation), sell, assign, transfer, sublease, pledge, mortgage or encumber the Existing Rodeo Lease or the Leasehold Estate (each, a "**Transfer**"), without (i) first obtaining the consent of Landlord pursuant to this Article 15, which consent shall not be unreasonably withheld and (ii) unless such Transfer is a Permitted Transfer, a concurrent transfer of all of Tenant's rights and obligations under all of the Principal Project Documents in accordance with the terms of the Principal Project Documents. For purposes of the Existing Rodeo Lease, the term "Transfer" shall also include any issuance or transfer of any securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of Tenant or any transfer of an equity or beneficial interest in Tenant that results in either (x) a change of the Controlling Person, if any, of Tenant, or (y) the creation of a Controlling Person of Tenant, where none existed before. Landlord and Tenant agree that notwithstanding the foregoing, the term "Transfer" shall not include, and Landlord's consent shall not be required for, any grant of a mortgage, pledge, assignment and/or other security interest or Lien in or on any of Tenant's trade fixtures, equipment, personal Property or general intangibles that are not part of the Leased Premises.

Section 15.2 Permitted Transfers. Although the following shall constitute a Transfer under the Existing Rodeo Lease (each, a "**Permitted Transfer**"), Landlord's consent to such Permitted Transfer shall be deemed to have been obtained provided no uncured Tenant Default for which Landlord has delivered notice to Tenant shall then exist:

(a) Any Transfer to a Person that (i) is a 501(c)(3) Entity, (ii) succeeds Tenant as the sponsor or licensee of the Spring Rodeo and Rodeo Festival and (iii) succeeds Tenant's interest under the Rodeo Stadium Lease (but only to the extent in force and applicable)(the "**Tenant Transferee**");

(b) Any Space Lease, provided such Space Lease is subject and subordinate to the Existing Rodeo Lease;

(c) Any sublease or license to any Person for the purpose of the exhibition, presentation, broadcasting (or other transmission) or operation of a Tenant Event;

(d) Any assignment, transfer, mortgage, pledge or encumbrance of any of the Tenant's receivables, accounts or revenue streams from the Leased Premises provided the same is subject and subordinate to the Existing Rodeo Lease and the other Principal Project Documents; and

(e) Any issuance or transfer of any securities, interests or membership having ordinary voting power for the election of directors.

Section 15.3 Release of Tenant. No Transfer shall relieve Tenant from any of its obligations under the Existing Rodeo Lease except that Tenant shall be relieved from any obligations arising under the Existing Rodeo Lease after the date of a Permitted Transfer if, and only if, all of the following occur:

(a) Tenant has notified Landlord of the name and address of the Tenant Transferee and the Controlling Person, if any, of such Tenant Transferee by the time of the Permitted Transfer;

(b) The Tenant Transferee must also be the successor by assignment of Tenant's rights under the other Principal Project Documents (but only to the extent in force and applicable);

(c) Such Transfer is a Permitted Transfer described in Section 15.2(a) or such Transfer has been approved in accordance with Section 15.1 hereof;

(d) The Tenant Transferee shall have assumed responsibility for performance of all of the obligations of Tenant under the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable) arising on and after the date of the Transfer pursuant to an instrument of assignment and assumption substantially in the form of the Assignment and Assumption Agreement attached hereto as Exhibit D or if not substantially in such form, then in a form approved by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned and shall be limited to the question of whether such instrument, when duly executed, will accomplish its intended purposes under the Existing Rodeo Lease (the "**Assignment and Assumption Agreement**"); and

(e) During the seven (7) years preceding the date of the Permitted Transfer, the Tenant Transferee or any Person who is a Controlling Person of the Tenant Transferee as of the date of the Transfer, shall not have been convicted in a federal or state felony criminal proceeding (including a conviction entered on a plea of nolo contendere) of a crime of moral turpitude, unless the same shall have been subsequently reversed, suspended, vacated, annulled, or otherwise rendered of no effect under applicable Governmental Rule (the requirement specified in this Subparagraph (e) being herein referred to as the "**Controlling Person Requirement**").

Section 15.4 Space Leases. Tenant shall have the right to enter into Space Leases and engage such third party vendors and contractors and enter into such other agreements or arrangements with other Persons as Tenant deems necessary, advisable or desirable to fully enjoy and exploit its rights as to the Leased Premises on Tenant Event Days, and as to the Tenant's Facilities at all times during the Lease Term, subject to the terms of the Stadium Tri-Party Agreement (but only to the extent in force and applicable), *provided* that each such Space Lease shall be subject and subordinate to the Existing Rodeo Lease and to the rights of Landlord hereunder and shall expressly so state and shall comply with the terms of the Stadium Tri-Party Agreement (but only to the extent in force and applicable). Notwithstanding any such subletting, Tenant shall at all

times remain liable for the performance of all of the covenants and agreements under the Existing Rodeo Lease on Tenant's part to be so performed.

Section 15.5 Transfers by Landlord. Except with respect to a Landlord Transfer to the County or a County Affiliate and Facility Mortgages permitted pursuant to the terms of Article 16, Landlord shall not (and Landlord agrees that it will not) voluntarily, involuntarily, by operation of law or otherwise, sell, assign or otherwise transfer the Existing Rodeo Lease or any of its rights, obligations or duties under the Existing Rodeo Lease (a "**Landlord Transfer**"), without first obtaining the consent of Tenant, which consent may be withheld, delayed or conditioned in Tenant's sole discretion. The following conditions must be complied with prior to, or simultaneously with, any Landlord Transfer, (i) Landlord must notify Tenant of the name and address of the Person who Landlord desires to succeed to the rights and obligations of Landlord under the Existing Rodeo Lease (a "**Landlord Transferee**"), (ii) Tenant's consent must be obtained with regard to any Landlord Transfer other than a Landlord Transfer to the County or a County Affiliate or Facility Mortgages permitted pursuant to the terms of Article 16, (iii) the Landlord Transferee shall have (x) received, and acknowledged receipt of, the collected balance of the Insurance Fund, if any, established a new Insurance Account in its name, and deposited such amounts into escrow in such new Insurance Account, as appropriate, for the benefit of Tenant and to be held and distributed in accordance with the Existing Rodeo Lease as part of the Insurance Fund, as appropriate, and (y) assumed all of the obligations of Landlord under the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable) arising on and after such Landlord Transfer and agreed to be bound by all of the terms, conditions and provisions of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), all pursuant to an instrument in form and substance approved by Tenant, which approval shall not be unreasonably withheld and shall be limited to the question of whether such instrument, when duly executed, will be legally adequate to accomplish its intended purpose under the Existing Rodeo Lease if the Landlord Transferee is a governmental entity, but otherwise may be withheld, delayed or conditioned in Tenant's discretion, (iv) with respect to any Landlord Transfer that occurs prior to the latter of the (i) Substantial Completion Date or (ii) the Exposition Delivery Date, Landlord shall have provided Tenant with evidence, reasonably acceptable to Tenant, that the Landlord Transferee has the financial wherewithal to perform all of Landlord's obligations under the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable) and that such Landlord Transfer complies with all applicable Governmental Rules, and (v) following the Landlord Transfer, the Landlord Transferee must own, lease or otherwise control all of the Astrodomain Complex and the Additional Parking Land in a manner that permits such Landlord Transferee to fulfill all of Landlord's obligations under the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable).

Section 15.6 Release of Landlord. No Landlord Transfer shall relieve Landlord from any of its obligations under the Existing Rodeo Lease except that Landlord shall be relieved from any obligations arising under the Existing Rodeo Lease on and after the date of a Landlord Transfer if, and only if (i) Tenant consents to such Landlord Transfer or (ii) Tenant's consent to such Landlord Transfer is not required pursuant to Section 15.5.

Section 15.7 Estoppel Certificate. In connection with any Permitted Transfer, Transfer to which Landlord has provided its consent, permitted Landlord Transfer or financing by Tenant, Landlord, Tenant and Landlord agree to execute and deliver to each other an estoppel certificate intended to be relied upon by Tenant, Landlord and any transferee or assignee pursuant to such Permitted Transfer, Transfer to which Landlord has provided its consent, permitted Landlord Transfer or financing by Tenant, Landlord, as the case may be, or any third party lender stating:

(a) Whether the Existing Rodeo Lease is unmodified and is in full force and effect (or, if there have been modifications, that the Existing Rodeo Lease is in full force and effect as modified and stating the modifications);

(b) To the knowledge of Landlord or Tenant, as the case may be, whether there are any Tenant Defaults or any Landlord Defaults (and specifying each such default or potential default as to which Landlord or Tenant, as the case may be, has knowledge); and

(c) Landlord's or Tenant's current address, as the case may be, for purposes of giving notice.

ARTICLE 16

FACILITY MORTGAGES

Section 16.1 Facility Mortgages. Landlord may grant Liens against or with respect to its interest in the Leased Premises to secure any Landlord Financing and no other debt, *provided, however* that (i) any and all such Liens (including but not limited to, Facility Mortgages) placed or suffered by Landlord covering Landlord's interest in the Leased Premises shall be expressly subject and subordinate in any and all respects to the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), all of the obligations of Landlord hereunder and thereunder, and all of the rights, titles, interests and estates of Tenant (and those claiming by, through and under Tenant, including Space Tenants) created or arising under the Existing Rodeo Lease and (ii) any judicial or non-judicial foreclosure sales under any such Liens and any conveyances in lieu of foreclosure under any such Liens shall constitute a Landlord Transfer that is subject to the terms and conditions of Section 15.5. Notwithstanding the foregoing, Landlord covenants and agrees that contemporaneously with granting any Liens against or with respect to its interest in the Leased Premises to secure any Landlord Financing, Landlord will cause any Facility Mortgagee to enter into a recordable non-disturbance agreement in form and substance reasonably acceptable to Tenant containing non-disturbance provisions reasonably acceptable to Tenant protecting Tenant's rights under the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable) (a "**Facility Mortgage Non-Disturbance Agreement**"). Any such Facility Mortgage Non-Disturbance Agreement shall include, but need not be limited to, an agreement by the Facility Mortgagee that (i) the rights of Tenant under the Existing Rodeo Lease, and all terms and conditions of the Existing Rodeo Lease, shall not be affected or disturbed by the Facility Mortgagee in the exercise of any of its rights under the Facility Mortgage, (ii) if any judicial or non-judicial foreclosure sale occurs under the Facility Mortgage or any conveyance in lieu of foreclosure occurs under the Facility Mortgage, the Existing Rodeo Lease shall

continue in effect and shall not be terminated and the purchaser of the Leased Premises shall become bound to Tenant to perform all of Landlord's obligations under the Existing Rodeo Lease and (iii) any judicial or non-judicial foreclosure sales under any such Facility Mortgage and any conveyances in lieu of foreclosure under any such Facility Mortgage shall constitute a Landlord Transfer that is subject to the terms and conditions of Section 15.5.

Section 16.2 Pledge of Payments. Notwithstanding anything to the contrary in Section 16.1, Landlord may pledge the Rent Payment payable pursuant to the Existing Rodeo Lease to the payment of one or more obligations of Landlord, including the Public Debt, *provided* that no such pledge may create a Lien covering Landlord's interest in the Leased Premises other than as authorized pursuant to Section 16.1.

ARTICLE 17

TENANT MORTGAGES

Section 17.1 Tenant Mortgages. Tenant may grant Liens against or with respect to its interest in the Leased Premises to secure a Tenant Financing and no other debt, provided, however that any and all such Liens (including but not limited to, Tenant Mortgages) placed or suffered by Tenant covering Tenant's interest in the Leased Premises shall be expressly subject and subordinate in any and all respects to the provisions of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable) and all of the obligations of Tenant hereunder and thereunder, and all of the rights, titles, interests and estates of Landlord (and those claiming by, through and under Landlord) created or arising under the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable).

Section 17.2 Tenant Mortgagee Protection.

17.2.1 Acknowledgment and Agreement by Landlord. Landlord acknowledges and agrees that:

(a) During the Lease Term, in the event of any act or omission by Tenant which would give Landlord the right, either immediately or after the lapse of time, to terminate the Existing Rodeo Lease or Tenant's right of occupancy of all or any part of the Lease Premises, or to claim a partial or total eviction, Landlord will not exercise any such right until:

- (i) it has given written notice of such act or omission to any Tenant Mortgagee of which Landlord has notice; and
- (ii) the period of time as is given to Tenant under the Existing Rodeo Lease to cure such act or omission plus an additional period of sixty (60) days shall have elapsed following such giving of notice to any Tenant Mortgagee, it being understood that any Tenant Mortgagee shall have the opportunity, but not the obligation to cure Tenant's

act or omission.

(b) It shall send a copy of any notice or statement under the Existing Rodeo Lease to any Tenant Mortgagee of whom Landlord has notice at the same time such notice or statement is sent to Tenant.

(c) It shall not (i) grant to any Person or permit any Person, in each case other than Tenant, the right or opportunity to cure any such act or omission during any period that any Tenant Mortgagee shall have the opportunity to cure such Tenant act or omission or (ii) exercise its rights under Section 18.4 until all such opportunity-to-cure periods shall have ceased.

17.2.2 Foreclosure and Sale. In the event of foreclosure of any Tenant Mortgage, or upon a sale of the Leasehold Estate pursuant to the trustee's power of sale contained therein, or upon a transfer of the Leasehold Estate by conveyance in lieu of foreclosure, then provided that the purchaser or other transferee of such Leasehold Estate cures all defaults of Tenant under the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable):

(a) The Existing Rodeo Lease shall continue in full force and effect as a direct lease between the succeeding owner of the Leasehold Estate and Landlord, upon and subject to all of the terms, covenants and conditions of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), for the balance of the term of the Existing Rodeo Lease. Landlord hereby agrees to accept any such successor owner of the Leasehold Estate as Tenant under the Existing Rodeo Lease, *provided* that such successor owner of the Leasehold Estate (i) succeeds the Tenant as the sponsor or licensee of the Spring Rodeo and Rodeo Festival, (ii) is a 501(c)(3) Entity, (iii) is the successor under the Rodeo Stadium Lease (but only to the extent in force and applicable) and (iv) meets the Controlling Person Requirement;

(b) Any successor owner of the Leasehold Estate shall not be bound by any agreement or modification of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable) made without the written consent of the Tenant Mortgagee; and

(c) Upon the written request of either such Tenant Mortgagee or Landlord given to the other at the time of any foreclosure, trustee's sale or conveyance in lieu thereof, Landlord and such Tenant Mortgagee agree to execute a new lease of the Leased Premises upon the same terms and conditions as the Existing Rodeo Lease, which lease shall cover any unexpired term of the Existing Rodeo Lease existing prior to such foreclosure, trustee's sale or conveyance in lieu of foreclosure.

ARTICLE 18
DEFAULTS AND REMEDIES

Section 18.1 Events of Default.

18.1.1 Tenant Default. The occurrence of any of the following shall be an "**Event of Default**" by Tenant or a "**Tenant Default**":

(a) The failure of Tenant to pay any of the Rent Payment due and payable under the Existing Rodeo Lease pursuant to Section 6.3.7 of this Amendment if such failure continues for more than ten (10) days after Landlord gives notice to Tenant that such amount was not paid when due;

(b) The failure of Tenant to pay any of the Additional Payments when due and payable under the Existing Rodeo Lease if such failure continues for more than thirty (30) days after Landlord gives notice to Tenant that such amount was not paid when due;

(c) The failure of Tenant to perform each and every covenant and agreement of Tenant with respect to insurance policies and coverages to be maintained by Tenant pursuant to and in accordance with Article 10 and Appendix E attached hereto if such failure is not remedied within five (5) days after Landlord gives notice to Tenant of such failure;

(d) Any material representation or warranty confirmed or made in this Amendment by Tenant shall be found to have been incorrect in any material respect when made or deemed to have been made if such failure is not remedied within thirty (30) days after Landlord gives notice to Tenant of such failure;

(e) The failure of Tenant to keep, observe or perform any of the terms, covenants or agreements contained in the Existing Rodeo Lease on Tenant's part to be kept, performed or observed (other than those referred to in clauses (a), (b), (c) or (d) above) if: (i) such failure is not remedied by Tenant within thirty (30) days after notice from Landlord of such default or (ii) in the case of any such default which cannot with due diligence and good faith be cured within thirty (30) days, Tenant fails to commence to cure such default within thirty (30) days after notice from Landlord of such default or Tenant fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default with diligence and in good faith; it being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which Tenant is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith; *provided, however*, that if such default is not cured within ninety (90) days after notice from Landlord of such default (notwithstanding Tenant's diligent prosecution of curative efforts), then such failure shall constitute an Event of Default under the Existing Rodeo Lease; or

(f) The (1) filing by Tenant of a voluntary petition in bankruptcy; or (2) adjudication of Tenant as a bankrupt; or (3) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of Tenant under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally, unless within sixty (60) days after such filing such proceeding is discharged; or (4) appointment of a receiver, trustee or other similar official of Tenant or its Property.

18.1.2 Landlord Default. The occurrence of any of the following shall be an "**Event of Default**" by Landlord or a "**Landlord Default**":

(a) The failure of Landlord to pay any of its monetary obligations to Tenant under the Existing Rodeo Lease when due and payable if such failure continues for fifteen (15) Business Days after Tenant gives notice to Landlord that such amount was not paid when due;

(b) The misapplication by Landlord of any material amount of monies deposited into the Insurance Account if such misapplication continues for, or is not cured within, fifteen (15) Business Days after Tenant gives notice to Landlord that such misapplication occurred;

(c) Any material representation or warranty confirmed or made in this Amendment by Landlord shall be found to have been incorrect in any material respect when made or deemed to have been made if such failure is not remedied within thirty (30) days after Tenant gives notice to Landlord of such failure;

(d) The failure of Landlord to perform each and every covenant and agreement of Landlord with respect to insurance policies and coverages to be maintained by Landlord pursuant to and in accordance with Article 10 and Appendix E if such failure is not remedied within five (5) days after Tenant gives notice to Landlord of such failure;

(e) The failure of Landlord to operate, Maintain and repair the Leased Premises as required by the Existing Rodeo Lease if: (i) such failure is not remedied by Landlord within thirty (30) days after notice from Tenant of such failure or (ii) in the case of any such failure which cannot with due diligence and good faith be cured within thirty (30) days, Landlord fails to commence to cure such failure within thirty (30) days after notice from Tenant of such failure or Landlord fails to prosecute diligently the cure of such failure to completion within such additional period as may be reasonably required to cure such failure with diligence and in good faith; it being intended that, in connection with any such failure which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which Landlord is required to cure such failure shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith; *provided, however*, that if such failure is not cured within one hundred fifty (150) days after notice from Tenant of such failure (notwithstanding Landlord's

diligent prosecution of curative efforts), then such failure shall constitute an Event of Default under the Existing Rodeo Lease; *provided further, however*, any failure of Landlord to operate, Maintain and repair as aforesaid shall be subject to the provisions for Fast-Track Arbitration (set forth in Appendix F of the Existing Rodeo Lease) without regard to any grace or cure period provided herein; or

(f) The failure of Landlord to keep, observe or perform any of the terms, covenants or agreements contained in the Existing Rodeo Lease on Landlord's part to be kept, performed or observed (other than those referred to in clause (a), (b), (c), (d) or (e) above) if: (i) such failure is not remedied by Landlord within thirty (30) days after notice from Tenant of such failure or (ii) in the case of any such failure which cannot with due diligence and good faith be cured within thirty (30) days, Landlord fails to commence to cure such failure within thirty (30) days after notice from Tenant of such failure or Landlord fails to prosecute diligently the cure of such failure to completion within such additional period as may be reasonably required to cure such failure with diligence and in good faith; it being intended that, in connection with any such failure which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which Landlord is required to cure such failure shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith; *provided, however*, that if such failure is not cured within ninety (90) days after notice from Tenant of such failure (notwithstanding Landlord's diligent prosecution of curative efforts), then such failure shall constitute an Event of Default under the Existing Rodeo Lease; *provided further, however*, an Event of Default because of the breach of the covenants and agreements under Section 2.4 by Landlord, the County or any County Affiliate shall entitle Tenant to exercise only those remedies set out in Section 2.4 as limited therein.

Section 18.2 Landlord's Remedies. Upon the occurrence of any Tenant Default, Landlord may, in its sole discretion, pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided in the Existing Rodeo Lease:

(a) Landlord may terminate the Existing Rodeo Lease pursuant to Section 18.4, and upon such termination Landlord may forthwith reenter and repossess the Leased Premises by entry, forcible entry, detainer suit or otherwise, without demand or notice of any kind and be entitled to recover, as damages under the Existing Rodeo Lease, a sum of money equal to the total of the following (i) the reasonable and necessary cost of recovering the Leased Premises, (ii) the reasonable and necessary cost of removing and storing Tenant's property, (iii) the unpaid Rent Payments pursuant to Section 6.3.7 of this Amendment, if any, and any other sums accrued hereunder at the date of termination, (iv) any increase in insurance premiums caused by the vacancy of the Leased Premises and (v) any other sum of money or damages owed by Tenant to Landlord. In the event Landlord shall elect to terminate the Existing Rodeo Lease, Landlord shall at once have all the rights of reentry upon the Leased Premises, without becoming liable for damages or guilty of trespass.

(b) Landlord may terminate Tenant's right of occupancy of all or any part of the

Leased Premises and reenter and repossess the Leased Premises by entry, forcible entry, detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating the Existing Rodeo Lease, without acceptance of surrender of possession of the Leased Premises, and without becoming liable for damages or guilty of trespass. Landlord shall be obligated to attempt to relet the Leased Premises for the account of Tenant for a period equal to or greater than the remainder of the Lease Term on terms and conditions similar to the terms and conditions of the Existing Rodeo Lease whether Landlord has elected to proceed under Section 18.2(a) or Section 18.2(b) hereof. Tenant shall be liable for and shall pay to Landlord an amount equal to (i) the reasonable and necessary cost of recovering possession of the Leased Premises, (ii) the reasonable and necessary cost of removing and storing any of Tenant's property left on the Leased Premises after reentry, (iii) the reasonable and necessary cost of any increase in insurance premiums caused by the termination of possession of the Leased Premises and (iv) any other sum of money or damages owed by Tenant to Landlord at law, in equity or hereunder, all reduced by any sums received by Landlord through any reletting of the Leased Premises; *provided, however*, that in no event shall Tenant be entitled to any excess of any sums obtained by reletting over and above the Rent Payments provided in the Existing Rodeo Lease to be paid by Tenant to Landlord. For the purpose of such reletting Landlord is authorized to make any reasonable repairs, changes, alterations or additions in or to the Leased Premises that may be reasonably necessary to relet the Leased Premises. Landlord may file suit to recover any sums falling due under the terms of this Section 18.2(b) from time to time. No reletting shall be construed as an election on the part of Landlord to terminate the Existing Rodeo Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate the Existing Rodeo Lease for such Tenant Default and exercise its rights under Section 18.2(a) of this Amendment subject to Tenant receiving a credit under Section 18.2(a) of this Amendment for any sums obtained by such reletting.

(c) Landlord may enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms on the Existing Rodeo Lease; and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under the Existing Rodeo Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action. No action taken by Landlord under this Section 18.2(c) shall relieve Tenant from any of its obligations under the Existing Rodeo Lease or from any consequences or liabilities arising from the failure to perform such obligations.

(d) Landlord may exercise any and all other remedies available to Landlord at law or in equity, but subject to any limitations thereon set forth in the Existing Rodeo Lease.

Section 18.3 Tenant's Remedies for Landlord Default. Upon the occurrence of any Landlord Default, Tenant may, at its sole discretion, have the option to pursue any one or more of the following remedies (subject to Section 2.4) without any notice or demand whatsoever, other than any notice expressly provided in the Existing Rodeo Lease:

- (a) Tenant may terminate the Existing Rodeo Lease pursuant to Section 18.4;
- (b) In the circumstance described in Section 18.4.1, Tenant may exercise the remedies described in Section 18.4.1; and
- (c) Tenant may exercise any and all other remedies available to Tenant at law or in equity, but subject to any limitations thereon set forth in the Existing Rodeo Lease.

Section 18.4 Termination. Upon the occurrence of a Landlord Default or a Tenant Default, or as permitted in Section 18.6, the non-defaulting Party, in addition to its other remedies at law or in equity, shall have the right to give the defaulting Party notice (a "**Final Notice**") of the non-defaulting Party's intention to terminate the Existing Rodeo Lease after the expiration of a period of thirty (30) days from the date such Final Notice is delivered unless the Event of Default is cured, and upon expiration of such thirty (30) day period, if the Event of Default is not cured, the Existing Rodeo Lease shall terminate without liability to the non-defaulting Party. If, however, within such thirty (30) day period the defaulting Party cures such Event of Default, then the Existing Rodeo Lease shall not terminate by reason of such Final Notice. Notwithstanding the foregoing, in the event there is an Action or Proceeding pending or commenced between the Parties with respect to the particular Event of Default covered by such Final Notice, the foregoing thirty (30) day period shall be tolled until a final non-appealable judgment or award, as the case may be, is entered with respect to such Action or Proceeding. Additionally, in the event the Substantial Completion Date does not occur on or before the deadline specified in the Project Agreement, Tenant shall also have the option to terminate the Existing Rodeo Lease or exercise the remedies described in Section 18.4.1. Additional termination rights are set forth in Section 2.4, Section 13.3, Section 14.2.1, Section 18.6 and Section 18.7 of this Amendment.

18.4.1 Transfer of Stadium Lease to Astrodome. In the event prior to the commencement of the Stadium Lease Term (as determined in accordance with Section 3.1 of the Rodeo Stadium Lease) Tenant has exercised its right to terminate the Project Agreement pursuant to Section 8.2 of the Project Agreement, then, notwithstanding anything to the contrary contained in the Existing Rodeo Lease or the other Principal Project Documents, (a) until such time as Tenant receives all amounts payable to Tenant under Section 4.1.2.2 of the Rodeo Stadium Lease, the other Principal Project Documents (except the Funding Agreement) shall remain in full force and effect and shall be automatically modified to substitute the Astrodome for the Stadium anywhere such Principal Project Documents refer to the Stadium and the Guaranteed Payment (as defined in the Rodeo Stadium Lease) shall be reduced to Ten and No/100 Dollars (\$10.00) and (b) after Tenant receives all such amounts payable to Tenant under Section 4.1.2.2 of the Rodeo Stadium Lease, the other Principal Project Documents shall terminate, and Tenant's use of the Astrodome shall be governed by the Existing Rodeo Lease, including Section 8.1.4.

Section 18.5 Tenant's Self-Help Remedy. In the event Landlord fails to timely keep, observe or perform any of the terms, covenants or agreements contained in the Existing Rodeo Lease or any of the other Principal Project Documents (but only to the extent in force and applicable) on

Landlord's part to be kept, performed or observed, regardless of whether such failure has become or is a Landlord Default (any such event, circumstance or failure by Landlord being herein referred to as a "**Landlord Failure**"), Tenant shall have the right, but not the obligation, upon satisfaction of the requirements and conditions set forth in this Section 18.5, to enter the Leased Premises and take all commercially reasonable efforts and measures to remedy and cure Landlord's Failure (such rights of Tenant being herein referred to as "**Tenant's Self-Help Rights**"). Prior to exercising Tenant's Self-Help Rights, Tenant shall deliver notice to Landlord of Landlord's Failure and Tenant's intention to exercise Tenant's Self-Help Rights. In the event all of the following do not occur prior to ten (10) days after the date Tenant delivers to Landlord such notice of Tenant's intention to exercise Tenant's Self-Help Rights on the basis of a Landlord Failure, Tenant shall have the right to enter the Leased Premises and exercise Tenant's Self-Help Rights:

(a) Landlord must deliver to Tenant a commercially reasonable remedial plan to fully remedy and cure such Landlord Failure (a "**Remedial Plan**"), such Remedial Plan to include reasonable assurances to Tenant that Landlord will fully remedy and cure such Landlord Failure on or before the earliest reasonably possible date, and with a priority of fully completing such remedy and cure by a date that is no later than the next Tenant Event Day scheduled in accordance with the Existing Rodeo Lease; and

(b) Landlord must have (i) commenced good faith efforts to fully cure and remedy such Landlord Failure in accordance with the Remedial Plan so that such failure is fully cured and remedied at the earliest reasonably possible date without regard to Landlord's access to, or the availability of, funds for same and with a priority of fully completing such remedy and cure by a date that is no later than the next Tenant Event Day scheduled in accordance with the Existing Rodeo Lease and (ii) thereafter continuously and diligently prosecuted the full cure and remedy of such Landlord Failure.

Notwithstanding the foregoing, in the event of (i) an Emergency during a Tenant Event, Tenant Non-Event or affecting Tenant or its Property or (ii) the existence of a condition or circumstance that is capable of being cured before the next Tenant Event or Tenant Non-Event and if not cured immediately would materially and adversely affect a Tenant Event or Tenant Non-Event, Tenant's Self-Help Rights shall not be conditioned upon satisfaction of the above requirements or conditions, except that in all circumstances Tenant shall use reasonable efforts to notify Landlord or the Complex Manager by telephone of any such Landlord Failure. Landlord shall promptly reimburse Tenant for all reasonable costs and expenses incurred by Tenant in exercising Tenant's Self-Help Rights and (i) to the extent such costs and expenses are for Capital Repair Work, Tenant shall be entitled to reimbursement for such costs and expenses from Landlord and (ii) to the extent such costs and expenses constitute Casualty Repair Work or Condemnation Repair Work Tenant shall be entitled to reimbursement out of Landlord's share of any Condemnation Award or Insurance Proceeds, as the case may be. Upon exercising its rights to remedy and cure a Landlord Failure pursuant to this Section 18.5, Tenant shall thereafter continuously and diligently prosecute the full cure and remedy of such Landlord Failure. Except for damages resulting from Tenant's negligence or willful misconduct, Tenant shall not be liable to Landlord or any other Person for any losses, damages or expenses arising as a result of Tenant's exercise of Tenant's Self-Help Rights. Tenant's

exercise of Tenant's Self-Help Rights shall not relieve Landlord from any consequences or liabilities arising as a result of any Landlord Failure. The exercise by Tenant of Tenant's Self-Help Rights shall not affect any other right or remedy Tenant may have, nor shall the existence of Tenant's Self-Help Rights or the exercise thereof relieve Landlord of any duty or obligation under the Existing Rodeo Lease or any of the other Principal Project Documents (but only to the extent in force and applicable).

Section 18.6 Tenant's Remedies for Impaired Tenantability. In the event Landlord fails to perform any of its obligations under the Existing Rodeo Lease, regardless of whether such failure has become or is a Landlord Default, and such failure is not the direct result of a Casualty or Condemnation, in addition to the rights of Tenant under Section 18.3 and Section 18.5:

(a) If the failure results in the reduction of Tenant's reasonably projected gross revenues (which includes the imputed value of Space Leases) by less than ten percent (10%) for only one (1) Spring Rodeo Event or Rodeo Festival Event, then Tenant may exercise any and all remedies available to Tenant therefor under the Existing Rodeo Lease, including bring a cause of action against Landlord for damages, including lost Net Revenues incurred as a direct result of Landlord's failure, pursuant to Section 18.3 above, but subject to any limitations thereon set forth in the Existing Rodeo Lease.

(b) If the failure results in the reduction of Tenant's reasonably projected gross revenues (which includes the imputed value of Spaces Leases) by ten percent (10%) or more for only one (1) Spring Rodeo Event or Rodeo Festival Event, then Tenant shall have the right, in addition to Tenant's rights under Section 18.6(a) above, to offset the full amount of Tenant's damages, including lost Net Revenues incurred as a direct result of Landlord's failure, against all payments due or thereafter becoming due from time to time under or in connection with the Existing Rodeo Lease (which includes all Additional Payments except reimbursements due to Landlord for staffing expenses as described in Section 6.1.2 hereof) or any amounts payable to Landlord pursuant to the Stadium Tri-Party Agreement.

(c) If the failure results, or the failure, together with subsequent failures of Landlord to perform any of its obligations under the Existing Rodeo Lease result, in the reduction of Tenant's reasonably projected gross revenues (which includes the imputed value of Space Leases) by an amount that is equal to thirty-five percent (35%) or more in the aggregate (regardless of the number of Tenant Events) or \$1,500,000, whichever is less, then Tenant shall have the right, in addition to Tenant's other rights under Section 18.6(a) and Section 18.6(b) above, to terminate the Existing Rodeo Lease pursuant to Section 18.4 hereof.

Interest at the Interest Rate shall accrue on the amount of the damages due to Tenant described in this Section 18.6 from the day of the Tenant Event applicable thereto until the time Landlord pays the amount of such damages to Tenant or Tenant recovers such amount through offsets or otherwise. Any such payment by Landlord or recovery by Tenant shall be applied (A) first, toward the expenses of Tenant, including attorneys' fees, incurred in

enforcing Tenant's rights with respect to the breaches or defaults by Landlord under this Section 18.6, (B) second, to reimburse Tenant for Tenant's costs incurred in exercising Tenant's rights to do whatever Landlord is obligated to do under Section 18.5 above with respect to such failures, (C) third, to pay Tenant the interest on the damages to Tenant at the Interest Rate as described above in this Section 18.6, and (D) fourth, to pay Tenant the amount of such damages, in the order such damages became due from Landlord to Tenant.

In the event of any failure described in clauses (a), (b), (c) or (d) above and the Tenant Event is re-Booked and conducted, then Tenant shall return to Landlord or other Person entitled under the Existing Rodeo Lease any sums offset or otherwise received by Tenant pursuant to a right of Tenant under the Existing Rodeo Lease which constitute damages that were mitigated by the re-Booking and conducting of such Tenant Event.

Section 18.7 Tenant's Remedies for Untenantable Condition.

18.7.1 Tenant Event. In the event any Untenantable Condition that is not the result of a Casualty or Condemnation Action continues for a period longer than three (3) consecutive Tenant Event Days, Tenant may, at its option, terminate the Existing Rodeo Lease by giving Landlord written notice of such election within thirty (30) days after the expiration of such period. Tenant's rights to terminate due to a Casualty or Condemnation Action are governed by Section 13.3.1 and Section 14.2.1 respectively.

18.7.2 Continuing Obligations. Any period of untenability shall not relieve Tenant of any of its obligations under the Existing Rodeo Lease, except as provided in this Article 18 or under Article 13 or Article 14.

Section 18.8 Cumulative Remedies. Subject to the provisions of this Article 18 and any express provisions of the Existing Rodeo Lease to the contrary, each right or remedy of Landlord and Tenant provided for in the Existing Rodeo Lease shall be cumulative of and shall be in addition to every other right or remedy of Landlord or Tenant provided for in the Existing Rodeo Lease, and the exercise or the beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in the Existing Rodeo Lease shall not preclude the simultaneous or later exercise by Landlord or Tenant of any or all other rights or remedies provided for in the Existing Rodeo Lease or hereafter existing at law or in equity, by statute or otherwise. Tenant acknowledges that it has no abatement, offset or self help rights or remedies except as expressly provided for in the Existing Rodeo Lease in Section 2.4, Section 18.5, Section 18.6 and Section 18.7, and does hereby waive all such rights not expressly set out in the Existing Rodeo Lease in these Sections.

Section 18.9 Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY PROVISION OF THE EXISTING RODEO LEASE FOR LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM SUCH PARTY'S OWN, SOLE OR CONCURRENT

NEGLIGENCE OR THE NEGLIGENCE OF ITS AFFILIATES OR RELATED PARTIES, INCLUDING CLAIMS OF THE OTHER PARTY ARISING OUT OF THIRD PARTY CLAIMS; PROVIDED, HOWEVER, THAT THE FOREGOING IN THIS SECTION 18.9 SHALL NOT BE CONSTRUED TO LIMIT LANDLORD'S LIABILITY FOR (A) ACTUAL DAMAGES, (B) LOST NET REVENUES UNDER SECTION 2.4 AND SECTION 18.6 AND (C) ALL OFFSETS AND ABATEMENTS TO WHICH TENANT IS ENTITLED UNDER THE EXISTING RODEO LEASE.

Section 18.10 Declaratory or Injunctive Relief. In addition to the remedies set forth in this Article 18, the Parties shall be entitled, in any circumstances they may deem appropriate, without the necessity of proving irreparable harm, balance of claims, consideration of the public interest, establishing that monetary damages are inadequate or the posting of a bond, to seek (i) injunctive relief, whether prohibiting or mandating, action by the other Party for any Event of Default of the other Party or as otherwise expressly provided herein or (ii) declaratory relief with respect to any matter under the Existing Rodeo Lease. Each of the Parties hereby agrees and irrevocably stipulates that the rights of each Party to injunctive relief pursuant to the Existing Rodeo Lease, including this Section 17.10, shall not constitute a "claim" pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving the Party to which any such injunctive relief applies.

Section 18.11 Interest on Overdue Obligations and Post-Judgment Interest. If any sum due hereunder is not paid by the due date thereof, the Party hereto owing such obligation to the other Party shall pay to the other Party interest thereon at the Interest Rate concurrently with the payment of the amount, such interest to begin to accrue as of the date such amount was due. Any payment of such interest at the Interest Rate pursuant to the Existing Rodeo Lease shall not excuse or cure any default hereunder. All payments shall first be applied to the payment of accrued but unpaid interest. The amount of any judgment or arbitration award obtained by one Party against the other Party in any Action or Proceeding arising out of a default by such other Party under the Existing Rodeo Lease shall bear interest thereafter until paid at the Interest Rate.

Section 18.12 No Waivers.

18.12.1 General. No failure or delay of any Party, in any one or more instances, (i) in exercising any power, right or remedy under the Existing Rodeo Lease or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under the Existing Rodeo Lease, shall operate as a waiver, discharge or invalidation, thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

18.12.2 No Accord and Satisfaction. Without limiting the generality of Section 18.12.1, the receipt by Landlord of the Payments with knowledge of a breach by Tenant of any covenant, obligation or agreement under the Existing Rodeo Lease shall not be deemed or construed to be a waiver of such breach (other than as to the Payments received). The payment by Tenant of the Payments with knowledge of a breach by Landlord of any covenant, obligation or agreement under the Existing Rodeo Lease shall not be deemed or construed to be a waiver of such breach. No acceptance by Landlord or Tenant of a lesser sum than then due shall be deemed to be other than on account of the earliest installment of the amounts due under the Existing Rodeo Lease, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. Landlord and Tenant may accept a check, wire transfer or other payment without prejudice to its right to recover the balance of such installment or pursue any other remedy provided in the Existing Rodeo Lease.

18.12.3 No Waiver of Termination Notice. Without limiting the effect of Section 18.12.1, the receipt by Landlord of any Payments paid by Tenant after the termination in any manner of the Lease Term, or after the giving by Landlord of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in the Existing Rodeo Lease, reinstate, continue or extend the Lease Term, or destroy, or in any manner impair the efficacy of, any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such Payments or other consideration, unless so agreed to in writing and executed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or by its agents or employees during the Lease Term shall be deemed to be an acceptance of a surrender of the Leased Premises, excepting only an agreement in writing executed by Landlord accepting or agreeing to accept such a surrender.

Section 18.13 Effect of Termination. If Landlord or Tenant elects to terminate the Existing Rodeo Lease pursuant to Section 2.4, Section 13.3, Section 14.2.1, Section 18.4, Section 18.6 or Section 18.7 of this Amendment, the Existing Rodeo Lease shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance hereunder by the Parties (except for the rights and obligations herein that expressly are to survive such termination hereof). Termination of the Existing Rodeo Lease shall not alter the then existing claims, if any, of either Party for breaches of the Existing Rodeo Lease occurring prior to such termination and the obligations of the Parties hereto with respect thereto shall survive termination.

Section 18.14 Waiver of Liens. Landlord does hereby waive, release and discharge all Liens and rights (constitutional, statutory, consequential or otherwise) that Landlord may now or hereafter have on any Property of Tenant of any kind, and all additions, accessions and substitutions thereto (except for judgment liens which may hereafter arise in favor of Landlord). This Section 18.14 shall be self-operative and no further instrument or waiver need be required by any lien holder on such Property. In confirmation of such waiver, however, Landlord shall, at Tenant's request, execute promptly any appropriate certificate or instrument that Tenant may reasonably request. Tenant does hereby waive, release and discharge all Liens that Tenant may have under Section 91.004 of the Texas Property Code, as amended.

Section 18.15 Consumer Rights. THE PARTIES AGREE THAT THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 17.41 *ET SEQ.*, BUSINESS & COMMERCE CODE DOES NOT APPLY TO EITHER LANDLORD OR TENANT SINCE NEITHER QUALIFIES AS A "CONSUMER" UNDER SECTION 17.45(4) THEREOF.

Section 18.16 Court Proceedings. Subject to the agreement of the Parties contained in the Existing Rodeo Lease regarding arbitration and other alternative procedures for dispute resolution, any suit, action or proceeding against any Party arising out of or relating to the Existing Rodeo Lease or any transaction contemplated hereby or any judgment entered by any court in respect thereof may be brought in any federal or state court located in the City of Houston, Texas, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. To the extent that service of process by mail is permitted by applicable law, each Party irrevocably consents to the service of process in any such suit, action or proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notice provided for herein. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such suit, action or proceeding in any federal or state court located in the City of Houston, Texas, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to the Existing Rodeo Lease or any transaction contemplated hereby except in a federal or state court located in the City of Houston, Texas.

Section 18.17 Attorneys' Fees. If any Party places the enforcement of the Existing Rodeo Lease, or any part thereof, including Section 2.4, or the exercise of any other remedy herein provided for such default, including Section 2.4, in the hands of an attorney who institutes an Action or Proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable attorneys' fees and costs related thereto. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceeding to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of the Existing Rodeo Lease or the merger of the Existing Rodeo Lease into any judgment on such instrument.

ARTICLE 19

SURRENDER OF POSSESSION; HOLDING OVER

Section 19.1 Surrender of Possession. Tenant shall, on the Lease Expiration Date, peaceably and quietly leave, surrender and yield up to Landlord (i) the Leased Premises, free of subtenancies and, as to Tenant's Facilities, in a reasonably clean condition and free of debris, (ii) the Landlord's FF&E in Tenant's possession installed, affixed, attached or supplied by Landlord or any Landlord's FF&E in Tenant's possession paid for by Landlord or paid for out of the Insurance Fund and all replacements of and substitutions therefor and (iii) all keys for the Leased Premises in Tenant's possession.

Section 19.2 Removal of Personalty.

19.2.1 Tenant's Obligation to Remove. All of Tenant's trade fixtures, appliances, furniture, equipment (including kitchen, concession, exercise and field maintenance equipment), furnishings, and other personal Property that is not part of the Leased Premises (as provided in Section 11.1.1) shall be removed by Tenant within sixty (60) days after the Lease Expiration Date, provided that Tenant shall promptly repair any damage to the Leased Premises caused by such removal.

19.2.2 Landlord's Right to Remove. Any of Tenant's trade fixtures, appliances, furniture, equipment, furnishings or other personal Property which remains in the Leased Premises sixty (60) days after the Lease Expiration Date may, at the option of Landlord, be deemed to have been abandoned by Tenant and may either be retained by Landlord as its Property or be disposed of, without accountability, in such manner as Landlord may determine necessary, desirable or appropriate, and Tenant, upon demand, shall pay the cost of such disposal, together with interest thereon at the Interest Rate from the date such costs were incurred until reimbursed by Tenant, together with reasonable attorneys' fees, charges and costs.

Section 19.3 Holding Over. In the case of any holding over or possession by Tenant after the Lease Expiration Date without the consent of Landlord, Tenant shall make payments to Landlord of 10,000.00 per month ("**Hold-Over Payment**"). Further, in the event Tenant shall hold over beyond any date for surrender of the Leased Premises set forth in Landlord's written demand for possession thereof, Tenant shall reimburse Landlord for all actual reasonable expenses and losses (but not any indirect damages which are excluded pursuant to Section 18.9 hereof) incurred by Landlord by reason of Landlord's inability to deliver possession of the Leased Premises to a successor tenant, together with interest on such expenses at the Interest Rate from the date such expenses are incurred until reimbursed by Tenant, together with Landlord's reasonable attorneys' fees, charges and costs. The acceptance of Hold-Over Payments under this Section 19.3 by Landlord shall not constitute an extension of the term of the Existing Rodeo Lease or afford Tenant any right to possession of the Leased Premises beyond any date through which such Hold-Over Payments have been paid by Tenant and accepted by Landlord. Such Hold-Over Payments shall be due to Landlord for the period of such holding over, whether or not Landlord is seeking to evict Tenant; and, unless Landlord otherwise then agrees in writing, such holding over shall be, and shall be deemed and construed to be, without the consent of Landlord, whether or not Landlord has accepted any sum due pursuant to this Section 19.3.

Section 19.4 Survival. The provisions contained in this Article 19 shall survive the expiration or earlier termination of the Existing Rodeo Lease.

ARTICLE 20 DISPUTE RESOLUTION

Section 20.1 Settlement By Mutual Agreement. In the event any dispute, controversy or claim between the Parties arises under the Existing Rodeo Lease or is connected with or related

in any way to the Existing Rodeo Lease or any right, duty or obligation arising herefrom or the relationship of the Parties hereunder (a "**Dispute or Controversy**"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of the Existing Rodeo Lease, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this Section 20.1. In the event a Dispute or Controversy arises, either Party shall have the right to notify the other that it has elected to implement the procedures set forth in this Section 20.1. Within fifteen (15) days after delivery of any such notice by one Party to the other regarding a Dispute or Controversy, the Landlord Representative and Tenant Representative shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the Landlord Representative and Tenant Representative for such purpose or should no such meeting take place within such fifteen (15) day period, then either Party may by notice to the other Party submit the Dispute or Controversy to arbitration in accordance with the provisions of Section 20.2 and Appendix F. Upon the receipt of notice of referral to arbitration hereunder, the receiving Party shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Article 20 and Appendix F without regard to the justiciable character or executory nature of such Dispute or Controversy.

Section 20.2 Arbitration. Each Party hereby agrees that any Dispute or Controversy which is not resolved pursuant to the provisions of Section 20.1 shall be submitted to binding arbitration hereunder and if submitted shall be resolved exclusively and finally through such binding arbitration in accordance with the Arbitration Procedures; *provided, however*, that no decision or ruling of an arbitration shall impose a requirement for a Party to give notice or a cure period where no such requirement or cure period is established by the Existing Rodeo Lease. This Article 20 and Appendix F constitute a written agreement by the Parties to submit to arbitration any Dispute or Controversy arising after the Effective Date within the meaning of Section 171.001 of the Texas Civil Practice and Remedies Code.

Section 20.3 Emergency Relief. Notwithstanding any provision of this the Existing Rodeo Lease to the contrary, any Party may seek injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction in Harris County, Texas. In the event that a Dispute or Controversy requires emergency relief before the matter may be resolved under the Arbitration Procedures, notwithstanding the fact that any court of competent jurisdiction may enter an order providing for injunctive or other form of ancillary relief, the Parties expressly agree that the Arbitration Procedures will still govern the ultimate resolution of that portion of the Dispute or Controversy not resolved pursuant to said court order.

ARTICLE 21

TIME, DELAY, APPROVALS AND CONSENTS

Section 21.1 Time. Times set forth in the Existing Rodeo Lease for the performance of obligations shall be strictly construed, time being of the essence in such instrument. All provisions in the Existing Rodeo Lease which specify or provide a method to compute a number of days for the

performance, delivery, completion or observance by a Party hereto of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided. However, in the event the date specified or computed under the Existing Rodeo Lease for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party hereto, or for the occurrence of any event provided for herein, shall be a Saturday, Sunday or Legal Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is a Business Day.

Section 21.2 Delays and Effect of Delays.

21.2.1 Excusable Tenant Delay. Any deadline or obligation imposed on Tenant pursuant to the Existing Rodeo Lease shall be adjusted as appropriate to reflect the delay in the achievement thereof by the appropriate Excusable Tenant Delay Period resulting from each occurrence of Excusable Tenant Delay, but only to the extent Tenant complies with its obligations under Section 21.2.3 with respect to such Excusable Tenant Delay.

21.2.2 Excusable Landlord Delay. Any deadline or obligation imposed on Landlord pursuant to the Existing Rodeo Lease shall be adjusted as appropriate to reflect the delay in achievement thereof by the appropriate Excusable Landlord Delay Period resulting from each occurrence of Excusable Landlord Delay, but only to the extent Landlord complies with its obligations under Section 21.2.3 with respect to such Excusable Landlord Delay.

21.2.3 Continued Performance/Mitigation/Exceptions. Upon the occurrence of any Tenant Delay or Landlord Delay, the Parties shall endeavor to continue to perform their obligations under the Existing Rodeo Lease so far as reasonably practicable. Toward that end, the Parties hereby agree that they shall make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of the event or circumstance giving rise to any Tenant Delay or Landlord Delay and they shall use their best efforts to ensure resumption of performance of their obligations under the Existing Rodeo Lease after the occurrence of the event or circumstance giving rise to any Excusable Tenant Delay or Excusable Landlord Delay. The Parties shall use and continue to use all commercially reasonable endeavors to prevent, avoid, overcome and minimize any Tenant Delay or Landlord Delay. Nothing herein shall obligate either Party to mitigate the effect of the event or circumstance if any action so required would be in violation of any Governmental Rule.

Section 21.3 Approvals and Consents; Standards for Review.

21.3.1 Review and Approval or Consent Rights. The provisions of this Section 21.3 shall be applicable with respect to all instances in which it is provided under the Existing Rodeo Lease that Landlord or Tenant exercises Review and Approval or Consent Rights. As used herein, the term "**Review and Approval or Consent Rights**" shall include all instances in which one Party (the "**Submitting Party**") is permitted or required to submit to the other Party or to the representative of that other Party any document, notice or determination of the Submitting Party and with respect to which the other Party or its representative (the "**Reviewing Party**") has a right or

duty hereunder to review, comment, consent, approve, disapprove, dispute or challenge the submission or determination of the Submitting Party. Unless the Existing Rodeo Lease specifically provides that the Review and Approval or Consent Rights may be exercised in the sole and absolute discretion (or a similar standard) of the Reviewing Party, in connection with exercising its Review and Approval or Consent Rights under any provision of the Existing Rodeo Lease and whether or not specifically provided in any such provision, the Reviewing Party covenants and agrees to act in good faith, with due diligence, and in a commercially reasonable manner with regard to each and all of such Review and Approval or Consent Rights and, unless otherwise provided for elsewhere herein, to not unreasonably withhold, condition or delay its approval of or consent to any submission.

21.3.2 No Implied Approval or Consent. Whenever used in the Existing Rodeo Lease, "approval," "approve," "approved," "consent" or "consented" shall not include any implied or imputed approval or consent.

ARTICLE 22

MISCELLANEOUS PROVISIONS

Section 22.1 No Broker's Fees or Commissions. Each Party hereby represents to the other Party that such Party has not created any liability for any broker's fee, broker's or agent's commission, finder's fee or other fee or commission in connection with this Amendment.

Section 22.2 Covenants Running with the Estates in Land. The Parties covenant and agree that all of the conditions, covenants, restrictions, exclusives, agreements, rights, privileges, obligations, duties, specifications and recitals contained in this Amendment, except as otherwise expressly stated herein, shall be construed as covenants running with title to the Leased Premises and the Leasehold Estate hereunder, respectively, which shall extend to, inure to the benefit of and bind, Landlord and Tenant, and their permitted successors and assigns, to the same extent as if such successors and assigns were named as original parties to the Existing Rodeo Lease, such that the Existing Rodeo Lease shall always bind the owner and holder of any fee or leasehold interest in or to the Leased Premises, or any portion thereof, and shall bind predecessors thereof except as otherwise expressly provided herein.

Section 22.3 Relationship of the Parties. The relationship of Tenant and Landlord under the Existing Rodeo Lease is that of independent parties, each acting in its own best interests and notwithstanding anything in the Existing Rodeo Lease or any of the other Principal Project Documents to the contrary, no partnership, joint venture or other business relationship is established or intended hereby between Tenant and Landlord.

Section 22.4 Representations of Landlord and Tenant

22.4.1 Power and Authority. Each individual executing and delivering this Amendment on behalf of a Party hereby represents to the other Party that such individual has all requisite power and authority to execute and deliver the same and to bind such Party hereunder.

22.4.2 Tenant's Representations. As an inducement to Landlord to enter into this Amendment, Tenant hereby represents and warrants to Landlord, as of the Effective Date, as follows:

(a) Tenant is a Texas not-for-profit corporation, duly organized and validly existing under the laws of the State of Texas, with all necessary power and authority to enter into this Amendment and to consummate the transactions herein contemplated. Tenant is qualified to do business in Texas.

(b) Neither the execution and delivery of this Amendment by Tenant nor the performance by Tenant of its obligations hereunder will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any Governmental Authority, or court to which Tenant is subject or any provision of the articles of incorporation or by-laws of Tenant or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel or require any notice under any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest, or other agreement to which Tenant is a party or by which Tenant or its assets are bound.

(c) All proceedings required to be taken by or on behalf of Tenant to authorize Tenant to execute and deliver this Amendment and to perform the covenants, obligations and agreements of Tenant hereunder have been duly taken. No consent to the execution and delivery of this Amendment by Tenant or the performance by Tenant of its covenants, obligations and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative or administrative body, Governmental Authority or other Person, other than any such consent which already has been given.

(d) This Amendment constitutes the valid and legally binding obligation of Tenant, enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of creditors' rights generally and by general principles of equity whether applied in a proceeding at law or in equity.

(e) To the best knowledge of Tenant, there is no action, suit, claim, proceeding or investigation pending or currently threatened against Tenant that questions the validity of this Amendment or the transactions contemplated herein or that could either individually or in the aggregate have a material adverse effect on the assets, conditions, affairs or prospects of Tenant, financially or otherwise.

22.4.3 Landlord's Representations. As an inducement to Tenant to enter into this Amendment, Landlord represents and warrants to Tenant, as of the Effective Date, as follows:

(a) Landlord is a local government corporation duly formed and validly existing under Subchapter D, Texas Transportation Corporation Act, TEX. TRANSP. CODE ANN. § 431.101, *et seq.* and TEX. LOC. GOV'T CODE ANN. § 394.001, *et seq.*, with all necessary power and authority to enter into this Amendment and to consummate the transactions herein contemplated.

(b) Neither the execution and delivery of this Amendment by Landlord nor the performance by Landlord of its obligations hereunder will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge or other restriction of any Governmental Authority or court to which Landlord is subject, or any provision of the articles of incorporation or bylaws of Landlord or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest or other agreement to which Landlord is a party or by which Landlord or its assets are bound.

(c) All proceedings required to be taken by or on behalf of Landlord to authorize Landlord to execute and deliver this Amendment and to perform the covenants, obligations and agreements of Landlord hereunder have been duly taken. No consent to the execution and delivery of this Amendment by Landlord or the performance by Landlord of its covenants, obligations and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative or administrative body, Governmental Authority or other Person, other than any such consent which already has been given.

(d) This Amendment constitutes the valid and legally binding obligation of Landlord, enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of creditors' rights generally and by general principles of equity whether applied in a proceeding at law or in equity.

(e) To the best knowledge of Landlord, there is no action, suit, claim, proceeding or investigation pending or currently threatened against Landlord that questions the validity of this Amendment or the transactions contemplated herein or that could either individually or in the aggregate have a material adverse effect on the assets, conditions, affairs, or prospects of Landlord financially or otherwise.

(f) A true, correct and complete copy of the Prime Lease and Prime Assignment, and any amendments or supplements thereto, have been delivered by Landlord to Tenant. The Prime Lease and Prime Assignment are valid and enforceable according to its terms, is currently in full force and effect, and has not been modified either orally or in writing except as specified in such documents delivered to Tenant. To the best knowledge

of Landlord, neither Landlord nor the County is in default under any terms of the Prime Lease or the Prime Assignment, nor has any event occurred which, with the passage of time (after notice, if any, required by the Prime Lease or Prime Assignment, as applicable), would become an event of default under the Prime Lease or Prime Assignment, as applicable.

(g) There are no currently existing leases, licenses, contracts, agreements or other documents affecting the Astrodomain Complex or any Additional Parking Land owned or leased by Landlord, the County or a County Affiliate as of the Effective Date, or any portion thereof, which grant to any other tenant, licensee or user of the Astrodomain Complex and such Additional Parking Land, or any portion thereof, any right that is inconsistent with, or conflicts in any manner with, any of the rights granted to Tenant under the Existing Rodeo Lease or the other Principal Project Documents, except the Permitted Encumbrances.

Section 22.5 Waiver of Immunity. Each of the Parties unconditionally and irrevocably:

(a) Agrees that the execution, delivery and performance by it of the Existing Rodeo Lease constitute private, proprietary and commercial acts rather than public or governmental acts;

(b) Agrees that should any Actions or Proceedings be brought against it or its assets in relation to the Existing Rodeo Lease or any transaction contemplated hereunder, no immunity (sovereign or otherwise) from such Actions or Proceedings (which shall be deemed to include suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) shall be claimed by or on behalf of itself or with respect to its assets;

(c) Waives any such right of immunity (sovereign or otherwise) which it or its assets now has or may acquire in the future; and

(d) Consents to the enforcement of any arbitral award or judgment against it in any such proceedings and to the giving of any relief or the issue of any process in connection with any such proceedings.

Section 22.6 Non-Merger of Estates. The interests of Landlord and Tenant in the Leased Premises shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that the Existing Rodeo Lease or the Leasehold Estate created thereby, or any interest therein, may be held directly or indirectly by or for the account of the same Person who shall own the fee title to the Leased Premises or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all Persons at the time having any interest in the Leased Premises, including any Facility Mortgagee, shall join in the execution of a written instrument effecting such merger of estates.

Section 22.7 Notices. Subject to Section 18.16, all notices, consents, directions, approvals, instructions, requests and other communications given to a Party under the Existing Rodeo Lease shall be given in writing to such Party at the address set forth in Appendix D to this Amendment or at such other address as such Party shall designate by written notice to the other Party to this Amendment and may be (i) sent by registered or certified U.S. Mail, return receipt requested, (ii) delivered personally (including delivery by private courier services) or (iii) sent by telecopy (with confirmation of such notice) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (i) three (3) Business Days after if mailed as provided, (ii) when delivered by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day or (iii) in the case of telecopy (with confirmation of such notice), when sent, so long as it was received during normal Business Hours of the receiving Party on a Business Day and otherwise such delivery shall be deemed to be made as of the next succeeding Business Day. Each Party hereto shall have the right at any time and from time to time to specify additional parties ("Additional Addressees") to whom notice hereunder must be given, by delivering to the other Party five (5) days notice thereof setting forth a single address for each such Additional Addressee; *provided, however*, that no Party hereto shall have the right to designate more than two (2) such Additional Addressees.

Section 22.8 Severability. If any term or provision of this Amendment, or the application thereof to any Person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Amendment, or the application of such term or provision to the Persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by applicable law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties to this Amendment hereby waive any provision of law that renders any provision thereof prohibited or unenforceable in any respect.

Section 22.9 Entire Agreement, Amendment and Waiver. Except for the Parking Letter, which shall survive the execution and delivery of this Amendment in accordance with the terms thereof, the Existing Rodeo Lease, together with the other applicable Principal Project Documents (but only to the extent in force and applicable), constitutes the entire agreement of the Parties hereto and thereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter, including the Existing Letter Agreement. Neither the Existing Rodeo Lease nor any of the terms hereof, including this Section 22.9, may not be amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

Section 22.10 Incorporation of Appendices and Exhibits. All Appendices and Exhibits attached to this Amendment are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 22.11 Table of Contents; Headings. The table of contents, if any, and headings, if any, of the various articles, sections and other subdivisions of this Amendment are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 22.12 Parties in Interest; Limitation on Rights of Others. The terms of the Existing Rodeo Lease shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in the Existing Rodeo Lease, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of the Existing Rodeo Lease or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of the Existing Rodeo Lease. Notwithstanding the foregoing, the County shall be entitled to enforce the obligations of Tenant under the Existing Rodeo Lease in the event a Tenant Default occurs and remains uncured.

Section 22.13 Method and Timing of Payment. All amounts required to be paid by any Party to the other Party or Person under the Existing Rodeo Lease shall be paid in such freely transferable currency of the United States as at the time of payment shall be legal tender for the payment of public and private debts, by check or another method of payment acceptable to the payee delivered to the addressees set forth in Appendix D or to such other addressees located in the United States as such payee may specify by notice to the other Party. If any payment under the Existing Rodeo Lease is required to be made on a day other than a Business Day, the date of payment shall be extended to the next Business Day.

Section 22.14 Counterparts. This Amendment may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment. All signatures need not be on the same counterpart.

Section 22.15 Governing Law. **THE EXISTING RODEO LEASE, AND THE ACTIONS OF THE PARTIES THEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (EXCLUDING PRINCIPLES OF CONFLICT OF LAWS).**

Section 22.16 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of the Existing Rodeo Lease or any of the Principal Project Documents or in the resolution of any ambiguity of any provisions hereof or thereof.

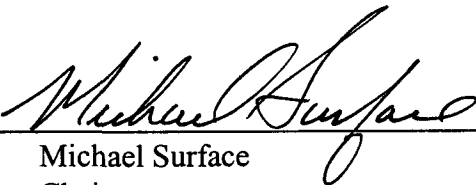
Section 22.17 Recording of Memorandum of Lease. The Parties shall execute a Memorandum of Amendment in the form attached hereto as Exhibit E attached hereto and Tenant may file the same in the Official Public Records of Real Property of Harris County, Texas. Upon the Lease Expiration Date, Tenant shall execute such instruments reasonably requested by Landlord in recordable form which are sufficient to release of record any rights or interests of Tenant in and to the Leasehold Estate.

Section 22.18 Prohibited Use of Tenant's Intellectual Property. Except as expressly authorized in writing by Tenant, Landlord shall not use any trademark, service mark, logo, trade name, copyrighted or copyrightable material, artwork or symbols related to the foregoing or other intellectual property which is owned from time to time by Tenant or any Affiliate of Tenant.

Section 22.19 Prime Lease. Subject to the terms and conditions of the Rodeo Recognition, Non-Disturbance and Attornment Agreement, the Existing Rodeo Lease is and shall remain subordinate to the Prime Lease.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties as of the Effective Date.

**HARRIS COUNTY SPORTS &
CONVENTION CORPORATION**

By: 
Michael Surface
Chairman

**HOUSTON LIVESTOCK SHOW
AND RODEO, INC.**

By: 
P. Michael Wells
President

APPENDIX A
TO
AMENDMENT

DEFINITIONS

"501(c)(3) Entity" means any organization which is exempt from taxation under § 501(c)(3) of the Code.

"Acceptable Bank" means The Chase Manhattan Bank or any other domestic bank or financial institution mutually agreed to by the Parties.

"Actions or Proceedings" means any lawsuit, proceeding, arbitration or other alternative resolution process, Governmental Authority investigation, hearing, audit, appeal, administrative proceeding or judicial proceeding.

"Additional Addressees" is defined in Section 22.7.

"Additional Landlord Alterations" is defined in Section 6.3.3.

"Additional Landlord Work" is defined in Section 6.3.3.

"Additional Landlord Work Design Plans" means the final schematic design plans for Additional Landlord Work showing all material elements of such Additional Landlord Work.

"Additional Parking Land" means (i) all land currently owned by the County within the boundary created by Main Street, Murworth Drive, Lantern Point and McNee Street, (ii) all land not currently owned by the County within the boundary created by Main Street, Murworth Drive, Lantern Point and McNee Street, all of which land Landlord currently contemplates it, the County or a County Affiliate will acquire, but only to the extent so acquired and (iii) any land now or hereafter acquired or leased by Landlord, the County or a County Affiliate, in each instance for the purpose of satisfying the parking requirements of Landlord to Tenant under the Principal Project Documents or any other agreement between Landlord, Tenant and the NFL Club, all of which land shall be located within the boundary currently created by U.S. Interstate 610, Fannin Street, Old Spanish Trail and Main Street. The identity of the Additional Parking Land may change from time to time so long as such land is located within the boundaries set out herein and the location of which is reasonably acceptable to Tenant. All of the land described in clauses (i), (ii) and (iii) above shall be improved and used only for parking, except as provided in the Stadium Tri-Party Agreement.

"Additional Payments" is defined in Section 4.2.

"Additional Staffing" is defined in Section 6.1.2.2.

"Additional Tenant Work" is defined in Section 6.3.1.

"Additional Tenant Work Design Plans" means the final schematic design plans for Additional Tenant Work of Tenant showing all material elements of such Additional Tenant Work.

"Admissions Tax" means any Taxes imposed pursuant to Chapters 334 or 335 of the Texas Local Government Code on any tickets sold as admission to any Event, Tenant Non-Event or NFL Club Tenant Non-Event.

"Advertising" means, collectively, (i) all advertising, sponsorship and promotional activity, Signage, messages and displays of every kind and nature, whether now existing or developed in the future, including, without limitation, permanent, non-permanent and transitory Signage or advertising displayed on permanent or non-permanent advertising panels or on structures, portions of the Leased Premises, fixtures or equipment (such as scoreboard advertising and canopy advertising), (ii) audio or video public address advertising and message board advertising, (iii) programs, (iv) electronic insertion and other forms of virtual signage, (v) advertising on or in schedules, admission tickets and yearbooks, (vi) all other print and display advertising, (vii) promotional events sponsored by advertisers, (viii) advertising display items worn or carried by concessionaires or personnel (such as ushers and ticket takers) engaged in the operation of any Tenant Event or Tenant Non-Event and (ix) logos, slogans or other forms of advertising affixed to or included with such items including but not limited to: cups, hats, T-shirts; advertising of Concessions (including menu boards and point of purchase concession advertising within the Leased Premises or within the Concession Rights Area), advertising through Broadcast Rights, advertising through Telecommunications Rights, advertising through Domain Name Rights and other concession, promotional or premium items, excluding Leased Premises Branding Rights, Leased Premises Service Rights and Leased Premises Pourage Rights.

"Advertising Rights" is defined in Section 7.7.1(a).

"Affiliate" of any Person means any other Person directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with such Person. As used in this definition, the term "control," "controlling" or "controlled by" means the possession, directly or indirectly, of the power to vote no less than thirty percent (30%) of the securities, interests or memberships having ordinary voting power for the election of directors (or other comparable controlling body) of such Person and (ii) direct or cause the direction of the actions, management or policies of such Person, whether through the ownership of voting securities, interests or memberships, by contract or otherwise, excluding in each case, any lender of such Person or any affiliate of such lender.

"Ambush Marketing" means any marketing and/or promotional activities or the sale of any consumable or non-consumable concessions by Persons who are either unaffiliated with or not licensed or sanctioned by any Party (an **"Independent Party"**) and which seeks to misappropriate or capitalize on the goodwill and commercial opportunities generated, from time to time, by any Party with respect to either (x) any Tenant Event, Tenant Non-Event or Landlord Event at the Leased

Premises Booked by such Party, (y) any consumable or non-consumable concessions generated from such Tenant Event, Tenant Non-Event or Landlord Event, whether or not any such Independent Party markets or sells third party licensed event or sports trademarks, logos or other intellectual property rights or uses substitute or alternate images and symbols in an attempt to sell, market or promote any items similar to any Concessions or (z) any Advertising or Signage of or from such Tenant Event, Tenant Non-Event or Landlord Event or related to such Tenant Event, Tenant Non-Event or Landlord Event.

"Amendment" means this HLSR 2001 Amendment to Lease dated as of the Effective Date by and between Landlord and Tenant.

"Arbitration Procedures" means those procedures set forth in Appendix F of this Amendment.

"Assignment and Assumption Agreement" is defined in Section 15.3(d).

"Astroarena" means the arena building located on the Complex Grounds as of the Effective Date adjacent to, and to the southeast of, the Astrohalls, and any replacement building or facility thereto including any expansion of the Exposition Center.

"Astrodomain Complex" means the multi-purpose sports, entertainment and exhibition complex located in Harris County, Texas on (i) the land depicted on Exhibit A-1 to this Amendment and the improvements thereon, including the Astrodome, Astroarena and the Exhibition Hall, and which will include the Stadium once constructed (the **"Astrodomain Proper"**), (ii) the Rodeo Land, (iii) Landlord's Land and (iv) all buildings, structures, parking areas and other improvements now or hereafter located on any portion of the land described in clauses (i), (ii) and (iii). The Astrodomain Complex does not include the Additional Parking Land.

"Astrodomain Proper" is defined in the definition of Astrodomain Complex.

"Astrodome" means the domed stadium located at the Astrodomain Complex and commonly referred to by such name, and any replacement building or facility thereto (but not the Stadium).

"Astrodome Redevelopment" is defined in Section 8.2.2(c).

"Astrodome Redevelopment Notice" is defined in Section 8.2.2.1(a).

"Astrohall" means the exhibition building located on the Complex Grounds as of the Effective Date adjacent to, and south of, the Astrodome.

"Astroworld's Parking Spaces" means (i) until August 16, 2005 not more than the number of parking spaces on the Complex Grounds to which Six Flags, Inc. currently is entitled to use under the Astroworld Parking Sublease and (ii) after August 16, 2005 no parking spaces on the Complex

Grounds.

"Astroworld Parking Sublease" means that certain Parking Area Sublease dated May 16, 1975, between Astropark, Inc. and Astrodome-Astrohall Stadium Corporation, as amended by that certain First Amendment to Parking Area Sublease dated November 3, 1978, between Astropark, Inc. and Astrodome-Astrohall Stadium Corporation, as assigned pursuant to that certain Assignment of Lease dated November 3, 1978, by and among Astrodomain Corporation, Astroworld USA, Inc., Astrodome-Astrohall Stadium Corporation, Astropark, Inc. and Six Flags, Inc., and any amendments thereto or modifications thereof approved by Tenant and the NFL Club.

"Average Parking Rate" is defined in Section 2.5.5.

"Audit" is defined in Section 4.4.

"Book" and other forms of that term when used in reference to an Event or a Tenant Non-Event means the condition when (i) a Landlord Event or a Tenant Non-Event has been scheduled on a particular date at the Leased Premises in accordance with the applicable terms of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable) and, to the extent they do not conflict with the express rights granted to Tenant under the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable), Landlord's booking policies, applied uniformly and non-discriminately to all Events and Tenant Non-Events on a first-reserved basis and (ii) a Tenant Event has been scheduled on a particular date at the Leased Premises in accordance with the applicable terms of the Existing Rodeo Lease and the other Principal Project Documents (but only to the extent in force and applicable).

"Broadcast Rights" is defined in Section 7.7.2(b).

"Business Day" means any day of the year that is not a Saturday, Sunday, Legal Holiday or a day on which commercial banks are not required or authorized to close in Houston, Texas.

"Business Hours" means 9:00 a.m. through 5:00 p.m. on Business Days.

"Canceled Event" is defined in Section 2.5.3.3.

"Capital Repair" means any work (including all labor, supplies, materials and equipment) reasonably necessary to repair, restore, refurbish or replace any equipment, facility, structure or other component of the Leased Premises, if such work is necessitated by:

- (1) Any defects (whether latent or patent) in design, construction or installation of the Leased Premises by or on behalf of Landlord;
- (2) Physical Obsolescence (including replacement necessitated by repeated breakdown of a component of the Leased Premises despite efforts to repair or restore it short of such replacement); or

(3) Modifications required by applicable Governmental Rule.

The term "Capital Repair" shall not include (i) Maintenance, (ii) Casualty Repair Work, (iii) Condemnation Repair Work and (iv) the portion of any contract for the performance of any of the foregoing in clauses (i), (ii) and (iii) of this sentence.

"Capital Repair Expenses" means any reasonable, third party expenses incurred in connection with Capital Repairs, which may include reasonable, actual overtime expenses incurred by Landlord or the Complex Manager for Landlord's or the Complex Manager's employees in connection with performing a Capital Repair.

"Casualty" means any damage, destruction or other property casualty resulting from any fire or any Force Majeure or other sudden, unexpected or unusual cause.

"Casualty Expenses" means all costs and expenses required to be borne by Landlord or Tenant, as the case may be, pursuant to Article 13.

"Casualty Repair Work" is defined in Section 13.1.

"City" means the City of Houston, Harris County, Texas, a Texas municipal corporation and Home Rule City.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercial Profit" means that the proceeds of the tickets or Consumable Concessions, as applicable, sold at a Tenant Non-Event are not directly related to the general fund-raising or charitable purpose of Tenant or the Affiliate of Tenant or the Related Not-for-Profit Organization for whom such Tenant Non-Event is being held, as an organization described in §501(c) of the Code.

"Comparable Facilities" means one or more exhibition/performance facilities in which events such as concerts, family shows, conventions and other public events are held that (i) are in an operating condition and comparable in size and age to the Astrodome, the Exhibition Hall, the Astroarena or Tenant's Warehouse, as applicable, (ii) as to the Exposition Center, have been constructed within the time period extending from the date that is five (5) years before the Exposition Delivery Date until the date that is five (5) years after the Exposition Delivery Date and (iii) are located in the United States.

"Complex Grounds" means (i) all of the parking lots, driveways, walkways and other access ways, curbs, fences and other barriers, directional and informational signage, ticket booths, parking lot lighting and light fixtures, landscaping located within the Astrodomain Complex and the Additional Parking Land and (ii) all other appurtenant fixtures, structures and improvements relating to such items describe in the foregoing clause (i).

"Complex Manager" has the meaning given such term in the Stadium Tri-Party Agreement.

"Complimentary Parking Passes" is defined in Section 2.5.4.5.

"Concession Operations" means the exercise of all Leased Premises Concession Rights in the Concession Rights Area.

"Concession Revenues" means all revenues generated or derived from the sale of Concessions in the Concession Rights Area pursuant to the Leased Premises Concession Rights, less applicable Impositions, expenses, fees and commissions payable to the Concessionaires.

"Concession Rights Area" means the areas within the Leased Premises designated in Article 7 (or the Original Rodeo Lease with respect to the Astrodome and in accordance with Section 7.1.1.2(a) and Section 7.1.1.2(b) of this Amendment) in which Tenant is granted the Leased Premises Concession Rights.

"Concessionaires" means any Person operating the Concession Operations.

"Concessions" means, collectively, any and all Consumable Concessions and Non-Consumable Concessions but excluding Leased Premises Pourage Rights and Leased Premises Branding Rights.

"Condemnation Actions" means a taking by any Governmental Authority (or other Person with power of eminent domain) by exercise of any right of eminent domain or by appropriation and an acquisition by any Governmental Authority (or other Person with power of eminent domain) through a private purchase in lieu thereof.

"Condemnation Award" means all sums, amounts or other compensation for the Leased Premises payable to Landlord or Tenant (as their interests may appear in accordance with the terms of the Existing Rodeo Lease) as a result of or in connection with any Condemnation Action.

"Condemnation Expenses" is defined in Section 14.3.

"Condemnation Repair Work" is defined in Section 14.3.

"Consumable Concessions" means, collectively, the sale and service of food and non-alcoholic beverages, the sale and service of alcoholic beverages (subject to procurement of all necessary licenses and permits required by any Governmental Authority) and catering and banquet sales and services (including, but not limited to, catering service).

"Controlling Person" of any Person means any individual that directly or indirectly controls such Person. As used in this definition, the term "control" means (i) the possession, directly or indirectly, of the power to vote no less than thirty percent (30%) of the securities, interests or memberships having ordinary voting power for the election of directors (or other comparable controlling body) of such Person and (ii) direct or cause the direction of the actions, management or policies of such Person, whether through the ownership of voting securities, interests or

memberships, by contract or otherwise, excluding in each case, any lender of such Person or any Affiliate of such lender.

"Controlling Person Requirement" is defined in Section 15.3(e).

"County" means Harris County, Texas, a body corporate and politic under the laws of the State of Texas.

"County Affiliate" means any entity created by the County or Landlord in which the County or Landlord has the power to appoint the board of directors or the legal authority to control the actions of such entity.

"CPI Fraction" means, as of any particular date called for under the Existing Rodeo Lease, a fraction, the denominator of which is the index value of the Designated Index for the calendar month in which the Effective Date occurs and the numerator of which is the index value of the Designated Index for the calendar month which is two (2) full calendar months prior to the calendar month in which such date specified under the Existing Rodeo Lease occurs. If the CPI Fraction cannot be determined at any particular time because the index value of the Designated Index for the specified month (or the index period during which such month occurs, if the index period is longer than one month) is not then known, the CPI Fraction shall be determined using the then most recently reported index value of the Designated Index and, when the index value of the Designated Index for the specified month is known, the CPI Fraction and any calculation based thereon shall be redetermined using the index value of the Designated Index for the specified month (or the index period during which such month occurs, if the index period is longer than one month).

"Designated Index" means the United States Consumer Price Index for all Urban Consumers (also known as the CPI-U) for the Houston Metropolitan Statistical Area (1982-1984=100), as published monthly (or if same shall no longer be published monthly, on the most frequent basis available) by the Bureau of Labor Statistics, U.S. Department of Labor (but if such is subject to adjustment later, the later adjusted index, together with any correlation factor necessary to relate the later adjusted index to the earlier index, as published by the entity publishing the index, shall be used), or if such publication should be discontinued, the Designated Index shall then refer to such comparable statistics on changes in the cost of living for urban consumers as the same may be computed and published (on the most frequent basis available) by an agency of the United States or by a responsible financial periodical of recognized authority, as selected in accordance with the terms of the Stadium Tri-Party Agreement or if the Stadium Tri-Party Agreement is not in force, by mutual agreement of Tenant and Landlord.

"Dispute or Controversy" is defined in Section 20.1.

"Domain Name" is a name that identifies and refers to one or more Internet protocol addresses.

"Domain Name Rights" is defined in Section 7.7.2(d).

"Effective Date" is defined in the first paragraph of this Amendment.

"Emergency" means any circumstance in which Tenant or Landlord in good faith believes that immediate action is required in order to safeguard lives, property or the environment.

"Encumbrances" means any defects in, easements, covenants, conditions or restrictions affecting, or liens or other encumbrances on, the title to the Leased Premises or otherwise affecting Tenant's rights hereunder, whether evidenced by written instrument or otherwise evidenced.

"Environmental Event" means (i) the spill, discharge, leakage, pumpage, drainage, pourage, interment, emission, emptying, injecting, escaping, dumping, disposing, migration or other release or any kind of Hazardous Materials which causes a threat or actual injury to human health, the environment, plant or animal life, (ii) the occurrence of any Actions or Proceedings pursuant to any Environmental Laws arising out of any of the foregoing and (iii) any claims, demands, actions, causes of actions, remedial and/or abatement response, remedial investigations, feasibility studies, environmental studies, damages, judgments or settlements arising out of any of the foregoing.

"Environmental Laws" means any and all federal, state and local statutes, laws (including common law tort law, common law nuisance law and common law in general), regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment, or to handling, storage, emissions, discharges, releases or threatened emissions, discharges or releases of Hazardous Materials into the environment, including ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment or disposal of any Hazardous Materials, including, but not limited to, the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act, the Federal Solid Waste Disposal Act (including, but not limited to, the Resource Conservation and Recovery Act of 1976), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Federal Insecticide, Fungicide and Rodenticide Act and the Emergency Planning and Community Right-to-Know Act, and any other federal, state or local laws, ordinances, rules, regulations and publications and similar restrictions now or hereafter existing relating to any of the foregoing.

"Event" means any Tenant Event, Landlord Event or NFL Club Event, including amateur or professional sporting events, exhibitions, tournaments, musical or theatrical performances and other forms of live or broadcasted entertainment, public ceremonies, convention meetings, markets, fireworks displays, shows or other public or private exhibitions and activities related thereto, but excluding Tenant Non-Events and NFL Club Tenant Non-Events held in the Leased Premises and/or any buildings in the Astrodome Complex.

"Event Cleaning" is defined in Section 6.1.5

"Event of Default" is defined in Section 18.1 and Section 18.2.

"Event Staffing" is defined in Section 6.1.2.1.

"Exclusive Area" means the universe.

"Exclusivity Abatement Right" is defined in Section 2.4.

"Exclusivity Termination Right" is defined in Section 2.4.

"Excusable Landlord Delay" means any Landlord Delay which is caused by or attributable to (but only to the extent of) (i) Force Majeure, (ii) failure of Tenant to perform (or delay by Tenant in performing) any of its material obligations under the Existing Rodeo Lease within the time or by the date established by or pursuant hereunder for performance thereof, (iii) negligence or willful misconduct by Tenant, (iv) any direct or indirect action or omission by or attributable to Tenant (including, but not limited to, acts or omissions of any Person employed by Tenant or any agent, contractor or subcontractor of Tenant) which unreasonably and materially interferes with or delays Landlord's performance of its obligations under the Existing Rodeo Lease or (v) any unreasonable delay by Tenant in approving or consenting or in refusing to approve or consent to any matter that requires the approval or consent of Tenant under the Existing Rodeo Lease unless permitted hereunder. Notwithstanding the foregoing, "Excusable Landlord Delay" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

"Excusable Landlord Delay Period" means with respect to any particular occurrence of Excusable Landlord Delay, that number of days of delay in the performance by Landlord of its obligations under the Existing Rodeo Lease actually resulting from such occurrence of an Excusable Landlord Delay.

"Excusable Tenant Delay" means any Tenant Delay which is caused by or attributable to (but only to the extent of) (i) Force Majeure, (ii) failure by Landlord to perform (or delay by Landlord in performing) any of its material obligations under the Existing Rodeo Lease within the time or by the date established by or pursuant to the Existing Rodeo Lease for performance thereof, (iii) negligence or willful misconduct by Landlord, (iv) any direct or indirect action or omission by or attributable to Landlord (including, but not limited to acts or omissions of any Person employed by Landlord or Complex Manager or of any agent, contractor or subcontractor of Landlord or Complex Manager) which unreasonably interferes with or delays Tenant's performance of its obligations hereunder or (v) any unreasonable delay by Landlord in approving or consenting or in refusing to approve or consent to any matter that requires the approval or consent of Landlord under the Existing Rodeo Lease. Notwithstanding the foregoing, "Excusable Tenant Delay" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

"Excusable Tenant Delay Period" means with respect to any particular occurrence of Excusable Tenant Delay, that number of days of delay in the performance by Tenant of its obligations under the Existing Rodeo Lease actually resulting from such occurrence of an Excusable Tenant Delay.

"Exhibition Hall" means the Astrohall or, following the completion of the construction of the Exposition Center and Tenant's relocation thereto in accordance with the terms of this Amendment, the Exposition Center.

"Existing Intangible Property Rights" is defined in Section 7.7.2.

"Existing Intellectual Property Rights" is defined in Section 7.7.2(c).

"Existing Letter Agreement" means that certain Letter Agreement among the City, the County, Tenant, the NFL Club, the Sports Authority and METRO, dated October 19, 1998, as assigned to Landlord by the County pursuant to the Prime Assignment, as amended and extended pursuant to that certain Letter Agreement-Approval of Budget & Procedures-NFL/Rodeo Stadium dated February 16, 2000, among the Parties, the NFL Club and the Sports Authority.

"Existing Rodeo Lease" means, collectively, the Original Rodeo Lease, as amended by this Amendment, and as the same may be further amended, modified, supplemented, renewed or extended from time to time not in conflict with the Principal Project Documents.

"Exposition Center" means the proposed Harris County Exposition Center (regardless of the name actually used therefor) to be located in the Astrodomain Complex on the north side of the Astrodome and just west of Fannin Street.

"Exposition Center Plans" means, collectively, (i) that certain New Exhibit Hall Phase I plan being Number 4814414 and dated July 28, 2000 by Hermes Reed Architects in association with Arch Technics/3 Inc., STOA International, Gant Bamarachatects, Coleman and Associates, Walter P. Moore, D.Y. Davis Associates, Klotz Associates, Inc. and Carter Burgess, Inc. and all amendments or modifications thereto approved by Tenant and (ii) that certain Houston Livestock Show and Rodeo, Astrodomain Exhibit Hall, Mezzanine Level - Floor Plan being Project Number 99152 and dated December 21, 2000 by Wilson Architectural Group, as each may be amended by the mutual agreement of the Parties.

"Exposition Delivery Date" is defined in Section 2.2.2.

"Facility Mortgage" means a Mortgage covering and encumbering Landlord's rights, titles and interests in the Leased Premises (but not the Leasehold Estate) that secures any Landlord Financing and no other debt and is otherwise permitted by, and is made in accordance with and subject to, the provisions of the Existing Rodeo Lease.

"Facility Mortgage Non-Disturbance Agreement" is defined in Section 16.1.

"Facility Mortgagee" means any holder, or trustee or agent for holders, of any component of any Landlord Financing who is the Mortgagee named in any Mortgage that is a Facility Mortgage, the beneficiary named in any deed of trust that is a Facility Mortgage or the holder of any lien or security interest named in any other security instrument that is a Facility Mortgage.

"Facility Use Tax" means any Tax imposed pursuant to Chapters 334 or 335 of the Texas Local Government Code on any member of a Major League Team that plays a professional sports game or event in the Stadium, including any participant, competitor or performer of or in a Tenant Event.

"Fast-Track Arbitration" is defined in Section 1.2 of Appendix F.

"Fast-Track Arbitrator" is defined in Section 1.2 of Appendix F.

"Final Notice" is defined in Section 18.4.

"First Class Condition" means, subject to any express limitations to the contrary in the Existing Rodeo Lease, the condition satisfying each of the following: (i) being in compliance with all applicable Governmental Rules, (ii) being in good condition and repair and (iii) meeting or exceeding the standards of Comparable Facilities.

"Football Home Games" means any NFL Football Game in which the Team acts as the host team for its opponent.

"Force Majeure" means the occurrence of any of the following, for the period of time, if any, that the performance of a Party's material obligations under the Existing Rodeo Lease is actually, materially and reasonably delayed or prevented thereby: acts of God; acts of a public enemy; the confiscation or seizure by any Governmental Authority; insurrections; wars or war-like action (whether actual, pending or expected); arrests or other restraints of government (civil or military); blockades; embargoes; strikes, labor unrest, labor disputes or unavailability of labor or materials (any of which are not caused by a Party's or, in the case of Landlord, the Complex Manager's work force); lock-outs (not caused or implemented by a Party or, in the case of Landlord, the Complex Manager); epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; wash-outs; explosions; any delays occasioned by arbitration actions and proceedings under the Arbitration Procedures specified in the Existing Rodeo Lease; civil disturbance or disobedience; riot; sabotage; terrorism, threats of sabotage or terrorism; or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable anticipation or control of the Party claiming the right to delay performance on account of such occurrence and which, in any event, is not a result of the negligence or willful misconduct of the Party claiming the right to delay performance on account of such occurrence. As to Landlord, actions of the County or any County Affiliate shall not be considered actions of a Governmental Authority for purposes of Force Majeure. Notwithstanding the foregoing, "Force Majeure" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

"Functional Obsolescence" and **"Functionally Obsolete"** means any equipment, fixture, furnishing, facility, surface, structure or any other component of the Leased Premises that is not dysfunctional (and thus not Physically Obsolete), but is no longer reasonably optimal for its intended purposes, by reason of (i) material innovations, inventions or improvements in the design, manufacture, operation or production of comparable equipment, systems or facilities which render

more efficient, more satisfactory or more technologically advanced service or (ii) business patterns or practices (such as methods for selling tickets or admitting patrons to the Leased Premises) that require the modification or addition of equipment or facility.

"Funding Agreement" means that certain Funding Agreement dated as of the Effective Date by and among Tenant, the NFL Club, Landlord and the Sports Authority, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof.

"GAAP" means generally accepted accounting principles, applied on a consistent basis, as set forth in Opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and/or in statements of the Financial Accounting Standards Board and/or their respective successors and which are applicable in the circumstances as of the date in question. Accounting principles are applied on a "consistent basis" when the accounting principles observed in a current period are comparable in all material respects to those accounting principles applied in a preceding period.

"General Plan of Astrodome Redevelopment" is defined in Section 8.2.2.1(a).

"Governmental Authority" means any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Governmental Rule or by agreement of the Parties with an interest in such dispute.

"Governmental Rule" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing.

"Halo Suites" has the meaning given such term in the Stadium Tri-Party Agreement.

"Hazardous Materials" means (i) any substance, emission or material including, but not limited to, asbestos, now or hereafter defined as, listed as or specified in a Governmental Rule as a "regulated substance," "hazardous substance," "toxic substance," "pesticide," "hazardous waste," "hazardous material" or any similar or like classification or categorization under any Environmental Law including by reason of ignitability, corrosivity, reactivity, carcinogenicity or reproductive or other toxicity of any kind, (ii) any products or substances containing petroleum, asbestos or polychlorinated biphenyls or (iii) any substance, emission or material determined to be hazardous or harmful.

"Highly Restricted Area" has the meaning given such term in the Stadium Tri-Party Agreement.

"Hold-Over Payment" is defined in Section 19.3.

"Impositions" means all real estate Taxes, all personal property Taxes and all possessory interest Taxes, all use and occupancy Taxes, all excises, assessments and levies, general and special, ordinary and extraordinary, foreseen and unforeseen (including assessments for public improvements and betterment, and any mass transit, park, child care and art contributions, assessments or fees), that are, with respect to the Existing Rodeo Lease and the Leased Premises, or any portion thereof, assessed, levied, charged, confirmed or imposed upon or with respect to or becoming payable out of or becoming a lien on the Leasehold Estate and the Leased Premises, or the appurtenances thereto, or for any use or occupation of the Leased Premises, or such franchises, licenses and permits as may be appurtenant or related to the use of the Leased Premises, this transaction or any documents to which Landlord is a party; *provided, however*, "Impositions" shall not include Taxes on personal property not leased from Landlord.

"Indemnified Party" is defined in Section 10.7.6.

"Indemnifying Party" is defined in Section 10.7.6.

"Insurance Account" means a separate depository account maintained by Landlord at an Acceptable Bank under the terms of the Existing Rodeo Lease for the purpose of holding, applying, investing and transferring the Insurance Fund. The Insurance Account shall be separate from, and shall not be a part of, the Venue Project Fund.

"Insurance Fund" means the segregated fund established for the Insurance Proceeds and held in the Insurance Account.

"Insurance Plan Additional Requirements" means, in addition to the insurance and policies set forth in Article 9, the insurance policy and coverage requirements set forth in Appendix E of this Amendment.

"Insurance Proceeds" is defined in Section 13.2.1.

"Insured Casualty Risks" means physical loss or damage from fire, acts of God, lightning, windstorm, hail, flooding, tornado, earth movement (including, but not limited to, earthquake, landslide, subsidence and volcanic eruption), collapse, water damage, leakage from fire protection equipment or sprinkler systems, explosion (except steam boiler explosion), smoke, aircraft (including objects falling therefrom), motor vehicles, riot, riot attending a strike, civil commotion, sabotage, terrorism, vandalism, malicious mischief, theft, civil or military authority and all other perils (including resultant loss or damage arising from faulty materials, workmanship or design).

"Intellectual Property" means copyrights, trademarks, service marks, Marks, design patents, and other intellectual property now existing or hereafter created, invested or developed.

"Intangible Property Licenses" is defined in Section 7.7.1.

"Intangible Property Rights" means, collectively, the Intangible Property Licenses, the Existing Intangible Property Rights, the Leased Premises Branding Rights, the Leased Premises Pourage Rights, the Leased Premises Service Rights and the Leased Premises Exclusivity Rights.

"Intellectual Property Rights" means any licenses, permits, franchises, trade secrets, intellectual property rights, trademarks, patents or copyrights owned by, or licensed to, Landlord, the County or a County Affiliate with respect to the usage of any product, process, method, substance, material or technology necessary for the use, operation, maintenance and enjoyment of the Leased Premises. Notwithstanding the foregoing, the term Intellectual Property Rights shall not include any of the Intangible Property Licenses, Intangible Property Rights, Existing Intangible Property Rights, Existing Intellectual Property Rights (as such terms are defined in the License Agreements and this Amendment) or any other intellectual property rights owned or separately licensed by Tenant, the NFL, the NFL Club or their respective Affiliates.

"Interest Rate" means the lesser of (i) *The Wall Street Journal* prime rate or (ii) the maximum rate of interest permitted to be charged by applicable law.

"Interlocal Agreement" has the meaning given such term in the Funding Agreement.

"Landlord" means the Landlord named in the first paragraph of this Amendment and, in accordance with Section 15.5 hereof, any Landlord Transferee.

"Landlord Default" is defined in Section 18.1.2.

"Landlord Delay" means any delay by Landlord in achieving any deadlines for performance of obligations under the Existing Rodeo Lease.

"Landlord Event" is defined in the Stadium Tri-Party Agreement.

"Landlord Failure" is defined in Section 18.5.

"Landlord Financing" means one or more loans and/or debt issues, together with all modifications, renewals, supplements, substitutions and replacements thereof, the proceeds of which are used to finance or refinance any costs of any of Landlord's FF&E or the construction on, alteration to or improvement of the Leased Premises (to the extent such construction, alterations or improvements are made in accordance with the terms of the Existing Rodeo Lease). Landlord Financing includes a Facility Mortgage.

"Landlord Representative" is defined in Section 1.5.

"Landlord Staffing" is defined in Section 6.1.2.3.

"Landlord Transfer" is defined in Section 15.5.

"Landlord Transferee" is defined in Section 15.5.

"Landlord's Auto Policy" is defined in Section 10.1.3(d).

"Landlord's Builder's All Risk Policies" is defined in Section 10.1.2.

"Landlord's Condemnation Award" means the award payable to Landlord, including all compensation for the damages, if any, to the parts of the Leased Premises not so taken, that is, damages to the remainder, but excluding (i) the value of Tenant's separate Property taken, (ii) the Leasehold Estate, (iii) the "Leasehold Estate" under the Rodeo Stadium Lease and (iv) any damage to, or relocation costs, of Tenant's business.

"Landlord's Excess/Umbrella Policy" is defined in Section 10.1.3(d).

"Landlord's Exhibition Hall Parking Spaces" means, collectively, (i) during Landlord's occupancy of Landlord's Facilities in the Astrohalla, the thirty (30) parking spaces located in the area depicted on Exhibit A-2 attached hereto, the exact location of such parking spaces in such area to be mutually agreed upon by the Parties and (ii) during Landlord's occupancy of Landlord's Facilities in the Exposition Center, the thirty (30) parking spaces located in the area depicted on Exhibit A-3 attached hereto, the exact location of such parking spaces in such area to be mutually agreed upon by the Parties; *provided, however*, in no event shall Landlord be entitled to occupy more than thirty (30) spaces in the aggregate.

"Landlord's Facilities" means, collectively, (i) Landlord's year-round office and storage space in the Astrohalla as depicted on Exhibit A-4 attached hereto and (ii) Landlord's office and storage space in the Exposition Center as depicted on Exhibit A-5 attached hereto.

"Landlord's FF&E" means all furniture, fixtures, equipment, furnishings, machinery and all other components and personal property owned by, or leased to, Landlord that is from time to time located on the Leased Premises, together with all additions, alterations and replacements thereof (whether replaced by either Party), including all furniture, fixtures, equipment, furnishings, machinery, displays, signage, scoreboards and other personal property installed, affixed, attached or supplied to the Leased Premises by Landlord and any additions, changes or alterations thereto or replacements or substitutions therefor. Landlord's FF&E does not include Tenant's FF&E or any personal property owned or leased by any Space Tenants (or sub-tenants or licensees of Tenant permitted under the Existing Rodeo Lease), licensees or invitees that may from time to time be brought onto the Leased Premises.

"Landlord's GL Policy" is defined in Section 10.1.3(a).

"Landlord's Land" means (i) all of the land currently bounded by Kirby Drive, Murworth Drive, Lantern Point and Westridge Street and (ii) all of the land currently bounded by Kirby Drive, McNee Street, Lantern Point and Murworth Drive, except the "Practice Facilities Land" (as defined in the NFL Club Lease) situated within such boundary, all as depicted on Exhibit A-6 attached

hereto.

"Landlord's Parking Spaces" means, collectively, (i) ninety (90) parking spaces on the Complex Grounds at a location to be mutually agreed to by Tenant and Landlord during each Spring Rodeo and Rodeo Festival, (ii) Landlord's Exhibition Hall Parking Spaces and (iii) Landlord's Stadium Parking Spaces.

"Landlord's Property Insurance Policy" is defined in Section 10.1.1.

"Landlord's Remedial Work" is defined in Section 6.6.

"Landlord's Stadium Parking Spaces" means the thirty (30) parking spaces located in the area depicted on Exhibit A-7 hereto.

"Landlord's Workers' Compensation Policy" is defined in Section 10.1.3(b).

"Lease Expiration Date" means 11:59 p.m. on the last day of the Lease Term as determined in accordance with Article 3.

"Lease Term" is defined in Section 3.1.

"Lease Year" means a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the first day of the first month after the Effective Date unless the Effective Date occurs on the first day of a month, in which event the first Lease Year shall begin on the Effective Date.

"Leased Premises" is defined in Section 2.1.1. Any reference to the "Leased Premises" shall include any part or portion thereof unless the context otherwise requires.

"Leased Premises Branding Rights" means the exclusive right to designate those products, services and retail rights that may be sold or delivered on an exclusive basis to, at or in the Leased Premises during Tenant Events, excluding Leased Premises Pourage Rights; *provided, however*, that, with respect to the Astrodome only, the Leased Premises Branding Rights shall be subject to Tenant's use of the Astrodome pursuant to the applicable provisions of Article 8 and shall only become effective at such time as the Stadium Lease Term has commenced (as determined in accordance with Article 3 of the Rodeo Stadium Lease).

"Leased Premises Concession Rights" means, collectively, the rights granted to Tenant under Article 7 to license, sell, display, distribute, cater and store the Concessions in the Concession Rights Area during Tenant Events.

"Leased Premises Exclusivity Rights" means any exclusive right, of whatever kind or nature that Tenant has a right to grant under the terms of the Existing Rodeo Lease that is included in any Leased Premises Pourage Rights, Leased Premises Branding Rights, Leased Premises Service

Rights, Temporary Advertising, Temporary Signage or Leased Premises Concession Rights. Exclusivity Rights are subject to change, from time to time, during the Lease Term.

"Leased Premises Pourage Rights" means the exclusive right to designate the exclusive or non-exclusive provider of beverage brands to, at or in the Leased Premises during Tenant Events; *provided, however*, that, with respect to the Astrodome only, the Leased Premises Pourage Rights shall be subject to Tenant's use of the Astrodome pursuant to the applicable provisions of Article 8 and shall only become effective at such time as the Stadium Lease Term has commenced (as determined in accordance with Article 3 of the Rodeo Stadium Lease).

"Leased Premises Services" means vending machines, temporary telephones, long distance service, automatic teller machines, shoe shine stands, novelty sales, commercial exhibit booths, janitorial/waste services, temporary equipment (i.e., portable generators and lighting), decorating, fencing and utility access or connections (i.e., plumbing or electricity connections for exhibitor booths on the Complex Grounds).

"Leased Premises Service Rights" means the exclusive right to designate the exclusive provider of the Leased Premises Services to, at or in the Complex Grounds (including the Highly Restricted Area) during Tenant Events; *provided, however*, that, with respect to the Astrodome only, the Leased Premises Service Rights shall be subject to Tenant's use of the Astrodome pursuant to the applicable provisions of Article 8 and shall only become effective at such time as the Stadium Lease Term has commenced (as determined in accordance with Article 3 of the Rodeo Stadium Lease).

"Leasehold Estate" means the leasehold estate in the Leased Premises granted to Tenant under this Amendment and all other rights, titles, and interest granted to Tenant under this Amendment.

"Legal Holiday" means any day, other than a Saturday or Sunday, on which the City's or County's administrative offices are closed for business.

"License Agreements" means, collectively, the Rodeo License Agreement and the NFL Club License Agreement.

"Licensed Intellectual Property Rights" is defined in Section 7.7.1(c).

"Lien" means, with respect to any Property, any mortgage, lien, pledge, charge or security interest, and with respect to the Leased Premises, the term Lien shall also include any liens for taxes or assessments, builder, mechanic, warehouseman, materialman, contractor, workman, repairman or carrier lien or other similar liens, including, but not limited to, Mechanic's Liens.

"Maintain" and **"Maintenance"** means all work (including all labor, supplies, materials and equipment) which is of a routine, regular and predictable nature and reasonably necessary for the cleaning and routine upkeep of any property, structures, surfaces, facilities, fixtures (including

media plug-ins and cable and all wiring attendant thereto), equipment, furnishings, and improvements that form any part of the Leased Premises (including machinery, pipes, plumbing, wiring, gas and electric fittings, elevators, escalators, showers, toilets and restroom facilities, first aid facilities, spectator and other seating, access to the Astrodome (subject to the applicable provisions of Article 8), the Exhibition Hall, the Astroarena, Tenant's Warehouse or any other component of the Leased Premises) in order to preserve such items in a First Class Condition. Maintenance shall include the following: (i) preventative or routine maintenance that is stipulated in the operating manuals for the components as regular, periodic maintenance procedures; (ii) periodic testing of building systems, such as mechanical, card-key security, fire alarm, lighting and sound systems; (iii) ongoing trash removal; (iv) regular maintenance procedures for heating, ventilating and air-conditioning, plumbing, electrical, roof and structural systems and vertical lift systems (e.g., escalators and elevators), such as periodic cleaning of the Leased Premises, lubrication and changing air filters and lights; (v) painting of a routine, regular and predictable nature; (vi) cleaning, including restocking as described in Section 6.1.4 prior to, during and following, and necessary as a direct result of, all Events, Tenant Non-Events and NFL Club Tenant Non-Events; (vii) Performance Preparation Services; (viii) changing of light bulbs, ballasts, fuses and circuit breakers, as they burn out; (ix) replacement of all Performance Area light bulbs as may be or become necessary for proper lighting of the Performance Areas and the seating area around the Performance Areas, both for day events and night events; (x) all renewals and replacements of equipment parts and components, that are not Capital Repairs, as may be necessary to maintain the Astrodome (subject to the applicable provisions of Article 8), the Exhibition Hall, the Astroarena, Tenant's Warehouse and Landlord's FF&E in a First Class Condition; (xi) the labor required to perform Capital Repairs if performed by Landlord's or the Complex Manager's employees on a "non-overtime" basis; (xii) any other work of a routine, regular and generally predictable nature that is necessary to keep the Leased Premises in a First Class Condition; and (xiii) any work reasonably necessary to repair, restore, refurbish or replace any equipment, facility, structure or other component of the Leased Premises that has become dysfunctional as a result of Landlord's failure to perform its maintenance obligations under the Existing Rodeo Lease or Landlord's negligence or other breach of its obligations under the Existing Rodeo Lease. Maintenance shall not include cleanup and janitorial services for Tenant's Facilities or Tenant's Facilities Maintenance.

"Maintenance and Capital Repair Work" is defined in Section 6.2.1.

"Major Component" means any major component of the Spring Rodeo or Rodeo Festival scheduled for a Tenant Event Day, including a concert, barbeque, carnival, livestock auction or "rodeo-like component."

"Major League Team" means (i) any team that is a member of the NFL or any successor organization or (ii) any team or organization who is, or whose members are, members of any organization sanctioning professional rodeo events or any of their successor organizations and any other professional teams or organizations involved in any rodeo, riding or similar events.

"Management Committee" has the meaning given such term in the Stadium Tri-Party Agreement.

"Marks" means any and all trademarks, service marks, names, symbols, words, logos, designs, slogans, emblems, mottos and brand or team designations (and any combination thereof) in any tangible medium used or hereafter developed.

"Material Additional Landlord Work" means Additional Landlord Work that (i) with respect to the Exposition Center and Astroarena only, does not substantially conform in any material respect to the project design/development criteria on which such improvements were constructed or (ii) materially alters the nature or character of the Leased Premises, or any material portion of the or the Leased Premises.

"Material Additional Tenant Work" means Additional Tenant Work that (i) with respect to the Exposition Center and Astroarena only, does not substantially conform in any material respect to the design/development criteria on which such improvements were constructed, (ii) materially alters the nature or character of the Leased Premises or any material portion thereof or (iii) when complete, will increase, in any material respect, Landlord's Maintenance or Capital Repair obligations under the Existing Rodeo Lease. Notwithstanding the foregoing, Additional Tenant Work shall not be classified as Material Additional Tenant Work if such Additional Tenant Work is being performed pursuant to the provisions of Section 18.5.

"Mechanic's Lien" is defined in Section 6.4.1.

"Memorandum of Amendment" means the short form memorandum of this Amendment in the form attached hereto as Exhibit E containing (among other information) the names of the Parties, a description of the Leased Premises and the Lease Term.

"METRO" means the Metropolitan Transit Authority of Harris County, Texas.

"Miscellaneous Revenues" has the meaning given such term in the Funding Agreement.

"Miscellaneous Rodeo Revenues" has the meaning given such term in the Funding Agreement.

"Mortgage" means a mortgage, a deed of trust, a security agreement or any other type of security instrument pursuant to which a Lien is granted to secure debt.

"Mortgagee" means the trustee and beneficiary under, and the party secured by, any Mortgage.

"Naming Rights" has the meaning set forth in the License Agreements.

"Net Revenues" means excess revenue over expenses with respect to any Tenant Event, Spring Rodeo Event or Rodeo Festival Event (projected or otherwise) as determined by Tenant in accordance with GAAP.

"NFL" means the National Football League, a not-for-profit association having its chief executive office currently located at 280 Park Avenue, New York, New York 10017, and any successor thereto.

"NFL Club" means Houston NFL Holdings, L.P., a Delaware limited partnership having its principal offices 711 Louisiana Street, Suite 3300, Houston, Texas 77002-2716, and any successor thereto or permitted assignee under the NFL Club Lease.

"NFL Club Event" means any "Football Home Game" or "Tenant Event," as each of those terms are defined in the NFL Club Lease.

"NFL Club Lease" means the NFL Club Stadium Lease Agreement dated as of the Effective Date by and between Landlord and the NFL Club, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof and the Stadium Tri-Party Agreement.

"NFL Club License Agreement" means that certain NFL Club License Agreement dated as of the Effective Date by and between Landlord, as licensor, and the NFL Club, as licensee, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof and the Stadium Tri-Party Agreement.

"NFL Club Tenant Non-Event" has the meaning of a "Tenant Non-Event" as that term is defined in the NFL Club Lease.

"NFL Club Recognition, Non-Disturbance and Attornment Agreement" means that certain NFL Recognition, Non-Disturbance and Attornment Agreement as of the Effective Date by and among Landlord, the NFL Club and the County, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"NFL Club's Parking Spaces" means the two hundred (200) parking spaces depicted on Exhibit A-8 attached hereto, as the same may be reduced or relocated in accordance with the terms of Article 4 of the Stadium Tri-Party Agreement.

"NFL Football Game" means any pre-season, regular season, post-season, World Championship (Super Bowl) or other professional football game played (including any Pro-Bowl Game) under NFL Football Rules and Regulations in which any NFL team is a participant or teams made up of NFL players are participants.

"NFL Football Rules and Regulations" means the constitution, bylaws, rules, regulations and practices of the NFL in effect at the time in question.

"Non-Consumable Concessions" means the sale of souvenirs, apparel and merchandise (including, without limitation, Houston Livestock Show and Rodeo novelties and licensed items) and other non-edible items, goods, services, equipment and wares.

"Non-Slip Surface" means the non-slip material (which historically has been roofing material) or matting to be approved by Tenant before installation, such approval not to be unreasonably withheld, that Landlord is to supply, at its sole cost and expense, and which is to provide for the safe transportation of livestock and equine to and from the Performance Areas.

"Original Rodeo Lease" means Tenant's lease relating to its use and occupancy of the Astrodomain Complex embodied in the documents identified on Exhibit F attached hereto.

"Owned Affiliate" is defined in Section 7.8.

"Other Rights" is defined in Section 7.7.4.2.

"Parking Facilities" means the parking spaces situated on the Complex Grounds that Landlord is required to furnish Tenant pursuant to Section 2.5.4 of this Amendment or any other agreement among the Landlord, Tenant and the NFL Club, all of which parking spaces shall be located (i) within the boundary currently created by U.S. Interstate 610, Fannin Street, Old Spanish Trail and Main Street, and (ii) within those parking spaces owned, leased or otherwise within the control of Landlord, the County or a County Affiliate which are closest to the Astrodome, the Exhibition Hall and the Astroarena.

"Parking Letter" means that certain Letter Agreement - Additional Parking Facilities and Tenant's Practice Facilities Land dated May 17, 2001, between Landlord, Tenant and Rodeo.

"Parking Tax" means any Taxes imposed pursuant to Chapter 334 or 335 of the Texas Local Government Code on any motor vehicles parking on the Complex Grounds.

"Parties" is defined in the first paragraph of this Amendment.

"Party Ambush Marketing" means any marketing and/or promotional activities or sale of any consumable or non-consumable concessions by any Party or any Person licensed, authorized or controlled by such Party or any Person that is an Affiliate, tenant or subtenant of such Party and which seeks to misappropriate or capitalize on the goodwill and commercial opportunities generated, from time to time, by any other Party with respect to either (x) any Tenant Event, Tenant Non-Event or Landlord Event at the Leased Premises Booked by any such other Party, (y) any consumable or non-consumable concessions generated from any Tenant Event, Tenant Non-Event or Landlord Event or (z) any Advertising or Signage of or from any Tenant Event, Tenant Non-Event or Landlord Event or related to such Tenant Event, Tenant Non-Event or Landlord Event.

"Payments" is defined in Section 4.1.

"Performance Area" means the areas within the Astrodome, the Exhibition Hall and the Astroarena upon which Tenant Events are held, as the same may (a) relocated by Tenant from time to time or (b) be removed, replace or covered for other Events.

"Performance Preparation Services" means, collectively, the Spring Rodeo Preparation Services and the Rodeo Festival Preparation Services.

"Permitted Encumbrances" means those Encumbrances listed in Exhibit B attached hereto to the extent, and only to the extent, such Encumbrances are valid, subsisting and affect the Leased Premises as of the Effective Date. In addition, Permitted Encumbrances includes (i) any Liens securing any Landlord Financing so long as such Liens conform to the requirements of Article 16 of this Amendment and any utility easements granted to third parties after the Effective Date, in the ordinary course of business, to service the Astrodomain Complex, provided that such easements do not adversely effect the rights of Tenant under the Existing Rodeo Lease or the intended use of the Leased Premises. Except as permitted pursuant to Section 2.2.1 of this Amendment, Permitted Encumbrances shall not include any renewals, modifications, extensions, amendments or supplements to any of the Encumbrances listed on Exhibit B.

"Permitted Investments" means:

- (i) Obligations of, or guaranteed as to interest and principal by, the United States of America or agencies thereof maturing not more than ninety (90) days after such investment;
- (ii) Open market commercial paper of any corporation incorporated under the laws of the United States of America or any State thereof and not an Affiliate of Tenant, which paper is rated "P-1" or its equivalent by Moody's Investors Service or "A-1" or its equivalent by Standard & Poor's Ratings Group;
- (iii) Banker's acceptances and certificates of deposit issued by any bank or trust company having capital, surplus and undivided profits of at least \$500,000,000.00 whose long-term debt is rated "A" or better by Standard & Poor's Ratings Group and A2 or better by Moody's Investors Service and maturing within ninety (90) days of the acquisition thereof;
- (iv) Money market funds consisting solely (except that no more than 10% thereof may be held in cash) of obligations of the type described in clauses (i) through (iii) above and the shares of such money market funds can be converted to cash within ninety (90) days; and
- (v) Such other obligations or investments as may be jointly approved in writing by the Parties.

Payments under the instruments described in clauses (i), (ii), (iii) and (iv) above may not be linked to any variable other than the principal amount thereof and the fixed or floating interest rate thereon.

"Permitted Transfer" is defined in Section 15.2.

"Permitted Uses" is defined in Section 5.1.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, Governmental Authority or any other form of entity.

"Personalty" is defined in Section 11.1.2.

"Physical Obsolescence" and **"Physically Obsolete"** means any equipment, fixture, furnishing, facility, surface, structure or any other component of the Leased Premises which does not comply with applicable Governmental Rules or has become dysfunctional due to defects in design, materials or workmanship or ordinary wear and tear other than as a result of Landlord's failure to perform its Maintenance obligations under the Existing Rodeo Lease or Landlord's negligence or other breach of its obligations under the Existing Rodeo Lease. For purposes of determining Physical Obsolescence or Physically Obsolete, any equipment, fixture, furnishing, facility, surface, structure or any other component shall be deemed dysfunctional if such equipment, fixture, furnishing, facility, surface, structure or any other component has deteriorated to a degree that cannot be remedied through Maintenance, unless due to Landlord's negligence or other breach of its obligations under the Existing Rodeo Lease.

"Post-Event Cleaning" is defined in Section 6.1.5.

"Prime Assignment" means that certain Assignment of Rights dated April 7, 1999 by and between the County and Landlord.

"Prime Lease" means the Second Amended and Restated Lease Agreement dated April 7, 1999, by and between the County, as lessor, and Landlord, as lessee, whereby Landlord leases the Astrodomain Complex and the Additional Parking Land, among other property, from the County, as amended by that certain First Amendment to Second Amended and Restated Lease Agreement dated May 17, 2001, by and between the County and Landlord, and as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the Recognition, Non-Disturbance and Attornment Agreements.

"Principal Project Documents" means the Project Agreement, the Existing Rodeo Lease, the Rodeo Stadium Lease, the NFL Club Lease, the License Agreements, the Non-Relocation Agreement, the Recognition, Non-Disturbance and Attornment Agreements, the Funding Agreement and the Stadium Tri-Party Agreement, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Prohibited Uses" is defined in Section 5.2.

"Project Agreement" means that certain Project Agreement dated as of the Effective Date, by and among Landlord, Tenant and the NFL Club, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Project Plans" has the meaning given such term in the Project Agreement.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Public Debt" means the taxable and tax-exempt notes, bonds or other indebtedness incurred or to be incurred from time to time prior to or on or about the Effective Date to finance the costs of designing and constructing the Exposition Center, and any refinancings or refundings of such notes, bonds or indebtedness. Public Debt is not secured by a lien on any of the Leased Premises.

"Recognition, Non-Disturbance and Attornment Agreements" means, collectively, the Rodeo Recognition, Non-Disturbance and Attornment Agreement and the NFL Club Recognition, Non-Disturbance and Attornment Agreement.

"Recurring Events" means tractor pull events, automobile or motorcycle events and similar "dirt" events held at the Astrodome, the Exhibition Hall and the Astroarena and other events at the Stadium that recur from year to year or at regularly scheduled intervals; *provided* (i) that any such event shall have either actually occurred or be under contract to occur in the Astrodome, the Exhibition Hall and the Astroarena in any three (3) years during a five (5) year period that commences no earlier than five (5) years before the date in question and ends no later than five (5) years after the date in question and (ii) Tenant Events, concerts and other events historically held by the Rodeo shall never constitute Recurring Events.

"Regular Arbitration" is defined in Section 1.1 of Appendix F.

"Related Not-for-Profit Organization" means any organization which is directly or indirectly exempt from taxation under § 501(c) of the Code, whose goals or purpose are related to or supportive of the purpose of Tenant.

"Remedial Plan" is defined in Section 18.5.

"Rent Payment" is defined in Section 4.1(a).

"Requested Work" is defined in Section 6.3.1

"Responsible Officer" means with respect to the subject matter of any certificate, representation or warranty of any Person contained in this Amendment, a vice president or higher corporate officer of such Person (or, in the case of the Sports Authority or Landlord, a member of the Board of Directors thereof, in the case of the County, a County official who has been duly delegated duties by the Commissioner's Court and, in the case of a partnership, an individual who is a general partner of such Person or such an officer of a general partner of such Person) who, in the normal performance of his operational responsibility, would have knowledge of such matter and the requirements with respect thereto.

"Restricted Event" is defined in Section 2.4.

"Review and Approval or Consent Rights" is defined in Section 21.3.1.

"Reviewing Party" is defined in Section 21.3.1.

"Right of First Negotiation Procedure" is defined in Section 8.2.2.1.

"Rodeo Clubs" means any area on the Complex Grounds or in the Astrodome (subject to applicable provisions of Article 8), the Exhibition Hall or the Astroarena that Tenant shall designate as a club.

"Rodeo Conduits" means the six (6) Rodeo Conduits as depicted (i) in the Exposition Center Plans, including (A) the Exhibit Hall Phase I, Ground Floor Plan Area C Power Plan - EP2-1C, Keyed Note (11), (B) the Exhibit Hall Phase I, Equipment Floor Area C Power Plan - EP2-2C, Keyed Note (12), (C) the Exhibit Hall Phase I, Mezzanine Floor Area C Power Plan - EP2-3C, Keyed Note (11) and (D) Exhibit Hall Phase I, Electrical Site Plan - E2-3, Keyed Note (11), and (ii) that certain Astrodomain Complex Electrical Infrastructure Site Plan dated May 8, 2000 by Hermes Reed Architects in association with Carter Burgess, Inc.

"Rodeo Dirt" means a dirt surface placed on the Performance Area floor of the Astrodome that is of a quality and thickness suitable for professional rodeo competition and capable of supporting Tenant's entertainer stage, and all appurtenant equipment and which shall be provided at Landlord's sole cost and expense.

"Rodeo Festival" means an annual event composed of Rodeo Festival Events and held by Tenant during the Rodeo Festival Dates.

"Rodeo Festival Booking Notice" is defined in Section 2.5.3.1(b).

"Rodeo Festival Dates" means a consecutive eighteen (18) day period during the Rodeo Festival Window.

"Rodeo Festival Events" means, collectively, such livestock, equestrian, rodeo, concert, carnival, parade, barbeque, educational, competition, exhibition, performance, concert and other entertainment events, and, individually, each such event, from time to time held by Tenant during the Rodeo Festival Dates.

"Rodeo Festival Preparation Services" means (i) to the extent livestock or equine are part of the Rodeo Festival in question, the installation of the Non-Slip Surface in the areas of the Astrodome (subject to applicable provisions of Article 8), the Exhibition Hall and the Astroarena, as directed by, and to the reasonable satisfaction of, Tenant; *provided* that the installation and approval must occur at least twelve (12) hours prior to the first day on which livestock or equine will be moved into the building in question, (ii) the installation or removal of seating, including

temporary seating, as directed by Tenant and in Tenant's reasonable discretion (provided that Landlord shall not be obligated to remove any seating that is permanently affixed to the Leased Premises) and (iii) to the extent livestock or equine are part of the Rodeo Festival in question, the removal of any dirt or bedding material from the Performance Areas at the conclusion of the Rodeo Festival.

"Rodeo Festival Window" means the thirty-two (32) day period each calendar year beginning June 23 and ending July 24 of such calendar year during Tenant's Six-Month Period.

"Rodeo Land" means the land depicted on Exhibit A-9 attached hereto.

"Rodeo License Agreement" means that certain HLSR License Agreement dated as of the Effective Date by and between Landlord, as licensor, and Tenant, as licensee, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof and the Stadium Tri-Party Agreement.

"Rodeo Recognition, Non-Disturbance and Attornment Agreement" means that certain HLSR Recognition, Non-Disturbance and Attornment Agreement dated as of the Effective Date by and among Landlord, Tenant and the County, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Rodeo Stadium Lease" means that certain HLSR Stadium Lease Agreement dated as of the Effective Date, as it may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof and the terms of the Stadium Tri-Party Agreement.

"Rodeo's Aramark Agreement" means that certain Letter Agreement between Aramark Corporation and Tenant dated February 14, 1996.

"Sales and Use Tax" means any sales and use taxes imposed by the City, METRO or any other Governmental Authority throughout their jurisdictions.

"Second Audit" is defined in Section 4.4.

"Signage" shall mean all signage and any and all other media (whether now existing or developed in the future) used for Advertising or marketing purposes in, on or upon the Leased Premises, including, any such signage or other Advertising media located in or on the Exhibition Hall, the Astroarena or the Astrodome, the scoreboards, the video boards (including "JumboTron"-type screens), Advertising signs, banners or displays, time clocks, message boards, billboards, public address announcements, and any other media (whether now existing or developed in the future) located in, on or upon the Leased Premises through which a Person holding rights pursuant to an agreement with another advertises or markets or may advertise or market any products, services, events or any other items.

"Signage Plan" is defined in Section 7.5.2.

"Sky Box Suites" has the meaning given such term in the Stadium Tri-Party Agreement.

"Space Lease" means a lease, sublease, license, concession or other occupancy agreement for the use or occupancy of space or the location of any business or commercial operations in or on the Leased Premises or any part thereof on a Tenant Event Day, but excluding any lease or sublease of the entire Leased Premises that gives the Space Tenant exclusive possessory rights to the same.

"Space Tenant" means a tenant, occupant, licensee or concessionaire under or pursuant to a Space Lease.

"Sports Authority" means Harris County - Houston Sports Authority, a sports and community venue district created under Chapter 335 of the Texas Local Government Code.

"Spring Rodeo" means an annual event composed of Spring Rodeo Events and held by Tenant during the Spring Rodeo Dates.

"Spring Rodeo Booking Notice" is defined in Section 2.5.3.1(a).

"Spring Rodeo Dates" means a consecutive forty (40) day period during the Spring Rodeo Window.

"Spring Rodeo Events" means, collectively, such livestock, equestrian, rodeo, concert, carnival, parade, barbeque, educational, competition, exhibition, performance, concert and other entertainment events, and, individually, each such event, from time to time held by Tenant during the Spring Rodeo Dates.

"Spring Rodeo Performance Equipment" means the equipment used by Tenant in conjunction with the holding of the Spring Rodeo or any Spring Rodeo Event, including ties, pens, stalls, chutes and bedding material.

"Spring Rodeo Preparation Services" means (i) the installation of the Rodeo Dirt in the Astrodome's Performance Area as directed by, and to the satisfaction of, Tenant for each Spring Rodeo that occurs prior to the commencement of the Stadium Lease Term (as determined in accordance with Article 3 of the Rodeo Stadium Lease); *provided* that the installation and approval must occur at least seven (7) days prior to the first day of rodeo competition for each such Spring Rodeo, (ii) the installation and removal of the Non-Slip Surface in the areas of the Astrodome (subject to the applicable provisions of Article 8), the Exhibition Hall and the Astroarena, as directed by, and to the reasonable satisfaction of, Tenant; *provided* that the installation and approval must occur at least twelve (12) hours prior to the first day on which livestock or equine will be moved into the building in question, (iii) the installation or removal of seating, including temporary seating, as directed by Tenant and in Tenant's reasonable discretion (provided that Landlord shall not be obligated to remove any seating that is permanently affixed to the Leased Premises), (iv) the removal of any dirt or bedding material from the Performance Areas at the conclusion of the Spring Rodeo and (v) the take-down of all Spring Rodeo Performance Equipment at the conclusion of the Spring

Rodeo.

"Spring Rodeo Window" means the fifty-four (54) day period each calendar year beginning February 3 and ending March 28 of such calendar year during Tenant's Six-Month Period.

"Stadium" has the meaning given such term in the Rodeo Stadium Lease.

"Stadium Lease Expiration Date" has the meaning given the term "Lease Expiration Date" in the Rodeo Stadium Lease.

"Stadium Lease Term" has the meaning given the term "Lease Term" in the Rodeo Stadium Lease.

"Stadium Tri-Party Advertising" has the meaning given the term "Advertising" in the Stadium Tri-Party Agreement.

"Stadium Tri-Party Agreement" means that certain Stadium Tri-Party Agreement dated as of the Effective Date, by and among Landlord, Tenant and the NFL Club, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Stadium Tri-Party Branding Rights" has the meaning given the term "Branding Rights" in the Stadium Tri-Party Agreement.

"Stadium Tri-Party Concession Rights " has the meaning given the term "Concession Rights" in the Stadium Tri-Party Agreement.

"Stadium Tri-Party Exclusivity Rights " has the meaning given the term "Exclusivity Rights" in the Stadium Tri-Party Agreement.

"Stadium Tri-Party Pourage Rights " has the meaning given the term "Pourage Rights" in the Stadium Tri-Party Agreement.

"Stadium Tri-Party Service Rights " has the meaning given the term "Service Rights" in the Stadium Tri-Party Agreement.

"Stadium Tri-Party Signage" has the meaning given the term "Signage" in the Stadium Tri-Party Agreement.

"Statues" is defined in Section 2.6.3.

"Stub Period" is defined in Section 3.1.

"Sublicense" means a license, sublicense, concession or other agreement between Tenant or a Sublicensee and any Person for the use of all or any part of any one or more of the Intangible

Property Licenses or exercise of all or any part of the Intangible Property Rights, but excluding any license, sublicense, concession or other agreement for the use of all of the Intangible Property Rights by the same person.

"Sublicensee" means a sublicensee, user or concessionaire under or pursuant to a Sublicense.

"Submitting Party" is defined in Section 21.3.1.

"Substantial Completion Date" has the meaning given such term in the Project Agreement.

"Substantially All of the Improvements" has the meanings given such term in (i) Section 13.3.2 of this Amendment with respect to any Casualty and (ii) Section 14.2.2 of this Amendment with respect to any Condemnation Action.

"Suites" means the private, enclosed suites to be constructed by Landlord within the Stadium in accordance with the Project Plans (including any and all of the Halo Suites and the Sky Box Suites), each comprised of a furnished, enclosed, climate-controlled lounge area, a private restroom (in some cases) and an open, covered, private deck with seats facing the Performance Area (as defined in the Rodeo Stadium Lease).

"Targeted Tax" means (i) any Admissions Tax, (ii) or Parking Tax that, (X) when combined with any surcharge related thereto that constitutes Miscellaneous Revenues, exceeds the limits specified in the definition of Miscellaneous Rodeo Revenues or (Y) is imposed prior to the date that the Stadium Lease Term has commenced (as determined in accordance with Article 3 of the Rodeo Stadium Lease), (iii) any Parking Tax that does not conform to the restrictions contained in Section 7.7 of the Funding Agreement, (iv) any Facility Use Tax and (v) any Tax by the Sports Authority or County not in effect on the Effective Date that, either by its terms or the effect of its application, is not of general application but rather is directed at (a) Tenant, (b) the NFL Club, (c) any Major League Team or any Major League Team's spectators, members or participants with respect to activities at or related to any Venue Project that includes the Leased Premises or (d) the activities on the Leased Premises, Practice Facilities (as such term is defined in the NFL Club Lease) or any Venue Projects that includes the Leased Premises or the revenues derived therefrom. Notwithstanding the foregoing, Sales and Use Taxes shall not constitute Targeted Taxes.

"Tax" means any tax, assessment, levy or similar charge.

"Team" has the meaning given that term in the NFL Club Lease.

"Telecommunications Products or Services" means local and long-distance land line and wireless telephone services, yellow pages and directory services (including on-line and Internet based), network integration, inside wiring and cabling, fiber deployment, basic network infrastructure, public communications, pay telephones, calling cards (including prepaid), voice mail, Internet services, programming, transmission of voice and data, interactive communications, virtual

reality or enhancements of the same, land line and wireless video and data services, cable and wireless television services, paging services, home security services and telecommunications equipment and any other similar or related products or services.

"Telecommunications Rights" means any and all of the rights to the full use and enjoyment of, and to control, provide, conduct, lease, license, grant concessions with respect to and contract for, Telecommunication Products or Services to or for the Leased Premises, including the right to sell or license the right to provide Telecommunications Products or Services on an exclusive or nonexclusive basis.

"Temporary Advertising" means Advertising in or on the Leased Premises in connection with any Tenant Event or Tenant Non-Event which is to be removed or terminated at the conclusion of such Tenant Event or Tenant Non-Event, but not in conflict with (i) the Naming Rights, (ii) the Stadium Tri-Party Exclusivity Rights, the Stadium Tri-Party Branding Rights, the Stadium Tri-Party Pourage Rights, the Stadium Tri-Party Service Rights and the Stadium Tri-Party Concession Rights granted under the other Principal Project Documents or (iii) the provisions of Section 5.8 of the Stadium Tri-Party Agreement (but only to the extent in force and applicable) and Article 12 of this Amendment; *provided, however*, Advertising in Tenant Event or Tenant Non-Event programs shall not be deemed a violation of the Stadium Tri-Party Exclusivity Rights granted under the other Principal Project Documents.

"Temporary Signage" means Signage in or on the Leased Premises in connection with any Tenant Event or Tenant Non-Event which is not permanently affixed and which will be removed or terminated at the conclusion of such Tenant Event or Tenant Non-Event, including, without limitation, video commercials and other electronic display recognition, sponsored vignettes or kiosks, temporary banners, stage Signage, chuck wagon signs, blimp signs and Signage on Tenant Event or Tenant Non-Event participants, but not in conflict with (i) the Naming Rights, (ii) the Stadium Tri-Party Exclusivity Rights, the Stadium Tri-Party Branding Rights, the Stadium Tri-Party Pourage Rights, the Stadium Tri-Party Service Rights, or the Stadium Tri-Party Concession Rights granted under the other Principal Project Document or (iii) the provisions of Section 5.8 of the Stadium Tri-Party Agreement (but only to the extent in force and applicable) and Article 12 of this Amendment; *provided, however*, Advertising in Tenant Event or Tenant Non-Event programs shall not be deemed a violation of the Stadium Tri-Party Exclusivity Rights granted under the other Principal Project Documents.

"Tenant" has the meaning given such term in the first paragraph of this Amendment or any successor owner of the Leasehold Estate pursuant to the requirements of Article 15 or Section 17.2.2 of this Amendment.

"Tenant Default" is defined in Section 18.1.1.

"Tenant Delay" means any delay by Tenant in achieving any deadlines for performance of obligations under the Existing Rodeo Lease.

"Tenant Events" means, collectively, the Spring Rodeo Events and Rodeo Festival Events and, individually, each Spring Rodeo Event or Rodeo Festival Event.

"Tenant Event Day" means any day on which a Tenant Event is Booked.

"Tenant Financing" means one or more loans and/or debt issues, together with all modifications, renewals, supplements, substitutions and replacements thereof, the proceeds of which are used to finance or refinance the costs of any of Tenant's FF&E or the operations of Tenant. Tenant Financing includes a Tenant Mortgage.

"Tenant Mortgage" means a Mortgage covering and encumbering all or a portion of Tenant's rights, title and interests in the Leasehold Estate.

"Tenant Mortgagee" means the Mortgagee named in any Mortgage that is a Tenant Mortgage, the beneficiary named in any deed of trust that is a Tenant Mortgage or the holder of any lien or security interest named in any other security instrument that is a Tenant Mortgage.

"Tenant Non-Events" is defined in Section 2.5.2.2.

"Tenant Non-Event Parking Spaces" is defined in Section 2.5.4.2.

"Tenant Representative" is defined in Section 1.6.

"Tenant Transferee" is defined in Section 15.2.

"Tenant's Administrative Parking Spaces" means (i) from the Effective Date and until sixty (60) days after the Exposition Delivery Date, the two hundred (200) parking spaces depicted on Exhibit A-10 attached hereto and (ii) from the Exposition Delivery Date and for the remainder of the Lease Term, the two hundred (200) parking spaces located in the area depicted on Exhibit A-11 attached hereto, the exact location of such parking spaces in such area to be mutually agreed upon by the Parties; *provided, however*, that (X) during the sixty (60) day period after the Exposition Delivery Date, Tenant shall not be entitled to occupy more than two hundred (200) spaces in the aggregate and (Y) such parking spaces shall be adjacent to, and as close as possible to, the most direct access to Tenant's Office/Meeting Space in the Exposition Center.

"Tenant's Auto Policy" is defined in Section 10.1.4(e).

"Tenant's Builder's All Risk Policies" is defined in Section 10.1.4(d).

"Tenant's Excess/Umbrella Policy" is defined in Section 10.1.4(c).

"Tenant's Facilities" means, collectively, (i) Tenant's Office/Meeting Space, (ii) Tenant's Warehouse and (iii) the kitchen located in the Astroarena adjacent to the Stockman's Club as of the Effective Date.

"Tenant's Facilities Maintenance" means the maintenance and repair of the interior perimeter surface of Tenant's Facilities in accordance with Governmental Rules, other than any the structural, mechanical, HVAC, electrical or plumbing repairs or maintenance which shall be a part of Landlord's Capital Repair or Maintenance obligations under the Existing Rodeo Lease.

"Tenant's FF&E" means the furniture, fixtures, equipment, furnishings, machinery and all other components and personal property owned by, or leased to Tenant, including the Spring Rodeo Performance Equipment (other than that leased to Tenant under the Existing Rodeo Lease), together with all additions, alterations and replacements thereof (whether replaced by either Party), but excluding Landlord's FF&E and any furniture, fixtures, equipment, furnishings, machinery and other components and personal property owned or leased by any Space Tenants (or sub-tenants or licensees of Tenant permitted under the Existing Rodeo Lease), licensees or invitees that may from time to time be brought onto the Leased Premises.

"Tenant's GL Policy" is defined in Section 10.1.4(a).

"Tenant's Meeting Parking Spaces" means (i) from the Effective Date and until sixty (60) days after the Exposition Delivery Date, the one hundred (100) parking spaces depicted on Exhibit A-12 attached hereto and (ii) from the Exposition Delivery Date and for the remainder of the Lease Term, the one hundred (100) parking spaces located in the area depicted on Exhibit A-13 attached hereto; *provided, however*, that (X) during the sixty (60) day period after the Exposition Delivery Date, Tenant shall not be entitled to occupy more than one hundred (100) spaces in the aggregate and (Y) such parking spaces shall be adjacent to, and as close as possible to, the most direct access to Tenant's Office/Meeting Space in the Exposition Center.

"Tenant's Office/Meeting Space" means (i) from the Effective Date and until sixty (60) days after the Exposition Delivery Date, Tenant's meeting and office space in the Astrohalls as depicted on Exhibit A-14 attached hereto and Tenant's Warehouse and (ii) from the Exposition Delivery Date and for the remainder of the Lease Term, Tenant's meeting and office space in the Exposition Center as depicted on Exhibit A-15 attached hereto and Tenant's Warehouse.

"Tenant's Parking Spaces" means, collectively, (i) Tenant's Administrative Parking Spaces, (ii) Tenant's Meeting Parking Spaces and (iii) Tenant's Warehouse Parking Spaces, as each of the foregoing may be reduced or relocated in accordance with the terms of Article 4 of the Stadium Tri-Party Agreement (but only to the extent in force and applicable) or Section 2.5.6 hereof.

"Tenant's Remedial Work" is defined in Section 6.5.

"Tenant's Right of First Negotiation" is defined in Section 8.2.2.1.

"Tenant's Self-Help Rights" is defined in Section 18.5.

"Tenant's Six-Month Period" means the period of time commencing on February 1st of any calendar year and ending on July 31st of the same calendar year, except in regard to Tenant's

Six-Month Period commencing in the year 2004, if the Super Bowl (as defined in the NFL Club Lease) is held in the Stadium in 2004, Tenant's Six-Month Period for the year 2004 shall commence on February 9, 2004 and shall end on August 8, 2004.

"Tenant's Warehouse" means Tenant's portion of the storage facility located at the Astrodomain Complex north of the Exposition Center and as depicted on Exhibit A-16.

"Tenant's Warehouse Parking Spaces" means the parking areas adjacent to and along the north and south boundaries of Tenant's Warehouse, including the triangular space in the northeast corner of the Astrodomain Proper.

"Tenant's Workers' Compensation Policy" is defined in Section 10.1.4(b).

"Texas General Arbitration Act" is defined in Section 1.1(b) of Appendix F.

"Transfer" is defined in Section 15.1.

"Untenantable Condition" means the existence of any one of the following conditions but only to the extent the same is not the direct proximate result of the negligence or the willful misconduct of Tenant or its agents or contractors or the failure of Tenant to perform its obligations as required under the Existing Rodeo Lease:

- (i) The condition of the Leased Premises is such that the holding of any Major Component of a Tenant Event is not permitted under the rules of any organization sanctioning such Major Component or any of their successor organizations;
- (ii) The use or occupancy of the Leased Premises for a Major Component of a Tenant Event is not permitted under applicable Governmental Rule or is restricted in any material respect under applicable Governmental Rule or as a result of a Condemnation Action, including, but not limited to, denial of access;
- (iii) The use or occupancy of thirty-five percent (35%) or more of any of the manifested seating areas within the Astrodome (subject to the applicable provisions of Article 8) or exhibition space in the Exhibition Hall or the Astroarena by Tenant is restricted or such seats or exhibition space are unusable or are subject to a material restriction on access, whether as a result of a Condemnation Action or otherwise;
- (iv) Less than 22,000 parking spaces (less Tenant's Parking Spaces, Landlord's Parking Spaces and the NFL Club's Parking Spaces) are available to Tenant within the Complex Grounds on a Tenant Event Day for Tenant's exclusive use; or
- (v) A Major Component of a Tenant Event is not able to be held by reason of a lock-out implemented by Landlord, the County, any County Affiliate or the Complex Manager, or a strike caused by Landlord's, the County's, any County Affiliate's or the

Complex Manager's work forces.

"Utilities" means water and sewer, electricity, gas, chilled water, telephone, cable, data lines and other utility services customarily supplied to or used from time to time in Comparable Facilities.

"Venue Project" means any "approved venue project," "sports and community venue project" or "venue project" under Chapters 334 or 335 of the Texas Local Government Code.

"Venue Project Fund" means the venue project fund established by the Sports Authority for the Leased Premises pursuant to Chapter 335 of the Texas Local Government Code.

APPENDIX B
TO
AMENDMENT

RULES AS TO USAGE

(1) "Include," "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import.

(2) "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing in a visible form.

(3) Any agreement, instrument or Governmental Rule defined or referred to in this Amendment means such agreement or instrument or Governmental Rule as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Governmental Rules) by succession of comparable successor Governmental Rules and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

(4) References to a Person are also to its permitted successors and assigns.

(5) Any term defined in this Amendment by reference to any agreement, instrument or Governmental Rule has such meaning whether or not such agreement, instrument or Governmental Rule is in effect.

(6) "Hereof," "herein," "hereunder" and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto. References in an instrument to "Article," "Section," "Subsection" or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to such agreement or instrument. All references to exhibits or appendices in any agreement or instrument that is governed by this Appendix B are to exhibits or appendices attached to such instrument or agreement.

(7) Pronouns, whenever used in any agreement or instrument that is governed by this Appendix B and of whatever gender, shall include natural Persons, corporations, limited liability companies, partnerships and associations of every kind and character.

(8) References to any gender include, unless the context otherwise requires, references to all genders.

(9) The word "or" will have the inclusive meaning represented by the phrase "and/or."

(10) "Shall" and "will" have equal force and effect.

(11) Unless otherwise specified, all references to a specific time of day shall be based upon Central Standard Time or Central Daylight Savings Time, as applicable on the date in question in Houston, Texas.

(12) References to "\$" or to "dollars" shall mean the lawful currency of the United States of America.

(13) The words "unreasonably withheld" shall mean unreasonably withheld, conditioned or delayed.

(14) Whenever the context may require, the singular form of nouns, pronouns and verbs shall include the plural, and vice versa.

APPENDIX C
TO
AMENDMENT

BOOKED SPRING RODEO DATES

YEAR	SPRING RODEO
2001	February 3 - March 14
2002	February 3 - March 14
2003	February 10 - March 21
2004	February 16 - March 26
2005	February 14 - March 25

APPENDIX D
TO
AMENDMENT

ADDRESSES FOR PAYMENTS AND NOTICES

A. LANDLORD: HARRIS COUNTY SPORTS & CONVENTION CORPORATION

- (1) Landlord's Address for Payments: All Payments to Landlord shall be delivered to Landlord at the following address:

Harris County Sports & Convention Corporation
8400 Kirby Drive, Gate 5
Houston, Texas 77054
Attention: Executive Director

with sufficient information to identify the source and application of such funds.

- (2) Landlord's Address for Notices: All notices to Landlord shall be sent to:

Harris County Sports & Convention Corporation
8400 Kirby Drive, Gate 5
Houston, Texas 77054
Attention: Executive Director
Facsimile Number: (713) 799-9839

with copies of all notices to Landlord being sent to:

City of Houston, Texas
Office of City Attorney
900 Bagby, 4th Floor
Houston, Texas 77002
Attention: City Attorney
Facsimile Number: (713) 247-1017

and

Harris County, Texas
Office of County Attorney
1019 Congress, 15th Floor
Houston, Texas 77002
Attention: County Attorney
Facsimile Number: (713) 755-8924

B. TENANT: HOUSTON LIVESTOCK SHOW AND RODEO, INC.

- (1) Tenant's Address for Payments: All payments to Tenant shall be delivered to Tenant at the following address:

Houston Livestock Show and Rodeo, Inc.
Astrohall
2000 South Loop West
Houston, Texas 77054
Attention: Mr. Dan A. Gattis, General Manager

with sufficient information to identify the source and application of such funds.

- (2) Tenant's Address for Notices: All notices to Tenant shall be sent to:

Houston Livestock Show and Rodeo, Inc.
Astrohall
2000 South Loop West
Houston, Texas 77054
Attention: Mr. Dan A. Gattis, General Manager
Facsimile Number: (713) 794-9587

with copies of notice to Tenant being sent to:

Houston Livestock Show and Rodeo, Inc.
Astrohall
2000 South Loop West
Houston, Texas 77054
Attention: P. Michael Wells, President
Facsimile Number: (713) 794-9587

and

Bracewell & Patterson, L.L.P.
711 Louisiana Street
Suite 2900
Houston, Texas 77002
Attention: Mr. Thomas O. Moore, III
Facsimile Number: (713) 221-1212

APPENDIX E
TO
AMENDMENT

INSURANCE PLAN ADDITIONAL REQUIREMENTS

1. **Landlord's Property Insurance Policy**
 - a. Coverage shall also include, as obtainable on commercially reasonable terms:
 - i. Course of construction
 - ii. Property in course of construction, renovation, installation, erection, assembly
 - iii. Business interruption including loss of rents
 - iv. Building ordinance and law coverage/increased cost of construction/demolition
 - v. Property in transit
 - vi. Foundations, retaining walls, fences
 - vii. Building glass
 - viii. Signs, flagpoles, light standards, outdoor fixtures
 - ix. Improvements and betterments
 - x. Mobile equipment and all property for maintenance or service of the property
 - xi. Pollutant clean up and removal
 - xii. Off premises power/utility coverage
 - xiii. Sinkhole collapse
 - xiv. Ingress/Egress
 - xv. Valuable papers and records
 - xvi. Accounts receivable

- xvii. Broad form named insured
- xviii. Unintentional errors and omissions in application, reporting, description
- xix. Electrical data processing equipment, media and extra expense
- xx. Boiler and machinery Coverage

2. Landlord's and Tenant's Builder's All Risk Policies

- a. Coverage shall also include, as obtainable on commercially reasonable terms:
 - i. Demolition and removal of debris (including from demolition occasioned by condemnation and any other enforcement of Governmental Rules)
 - ii. Inland transit
 - iii. Automatic reinstatement of sum insured
 - iv. False work
 - v. Change of Governmental Rules
 - vi. Permission to Occupy endorsement broad enough to permit Tenant and the Rodeo to occupy the Stadium.
 - vii. Soft Costs
 - viii. Testing
 - ix. Loss of Rents

3. Landlord's GL Policy and Tenant's GL Policy

- a. Coverage shall also include, as obtainable on commercially reasonable terms, the following endorsements:
 - i. Premises and operations coverage with no exclusions for explosion, collapse and underground property damage
 - ii. Owners' and contractors' protective coverage
 - iii. Blanket contractual liability coverage with the personal injury exclusion deleted

- iv. Personal injury and advertising injury
- v. Host/liquor legal liability
- vi. Broad form property damage coverage
- vii. Incidental medical malpractice liability
- viii. Cross liability endorsement
- ix. Hoists and elevators or escalators, if exposure exists
- x. Completed operations and products liability coverage for a period of five (5) years after final completion of the Exposition Center
- xi. Pollution (from hostile fire)
- xii. Blanket additional insured where required by written contract
- xiii. Inadvertent errors and omissions in application, reporting, description
- xiv. Revised notice of claim requirement (to risk manager or executive officer)
- xv. Broad form named insured
- xvi. Specific waiver of subrogation in favor of Tenant

b. Minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	Personal and Advertising Injury
\$5,000,000	Completed Operations Aggregate
\$2,000,000	General Aggregate/all insureds
\$50,000	Fire Legal Liability

These limits may be provided by a combination of the GL Policy and the Umbrella/Excess Policy.

c. Deductible or self-insured retention not to exceed:

\$250,000 any one accident for bodily injury, death and property damage

4. Landlord's Workers' Compensation Policy and Tenant's Workers' Compensation Policy
(statutory workers' compensation coverage and employers liability)
- a. Extensions of coverage:
 - i. Other States endorsement
 - ii. Voluntary compensation, if exposure exists
 - iii. United States Longshoreman's and Harbor Worker's Act, if exposure exists
 - iv. Jones Act, if exposure exists
 - v. Ninety (90) day notice of cancellation, non-renewal or material change in coverage
 - vi. Amendment of notice of occurrence
 - b. Specific waiver of subrogation in favor of Landlord and Tenant.
 - c. Deductible or self-insured retention not to exceed:

\$250,000 any one accident for bodily injury, death or property damage
 - d. Alternate Employer Endorsement in favor of Tenant with respect to the workers compensation policy

APPENDIX F
TO
AMENDMENT

ARBITRATION PROCEDURES

Section 1. Arbitration.

1.1. Regular Arbitration. Except for Disputes or Controversies that are required to be resolved by Fast-Track Arbitration (as set forth in Section 1.2 of this Appendix F), binding arbitration of Disputes and Controversies shall be conducted in accordance with the following procedures ("Regular Arbitration"):

(a) The Party seeking arbitration hereunder shall request such arbitration in writing, which writing shall be delivered to the opposing Party and include a clear statement of the matter(s) in dispute. If a legal proceeding relating to the matter(s) in dispute has previously been filed in a court of competent jurisdiction (other than a proceeding for injunctive or ancillary relief) then such notice of election under this paragraph shall be delivered within ninety (90) days of the date the electing Party receives service of process in such legal proceeding. Except to the extent provided in this Appendix F, the arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association by a single arbitrator to be appointed upon the mutual agreement of the Parties within twenty (20) days of the date the written request for arbitration was delivered to the opposing Party. In order to facilitate any such appointment, the Party seeking arbitration shall submit a brief description (no longer than two (2) pages) of the Dispute or Controversy to the opposing Party. In the event the Parties are unable to agree on a single arbitrator within the twenty (20) day period, then the arbitrator shall be appointed by the then-serving administrative judge of the civil trial division of Harris County, Texas or any successor thereto within the next ten (10) day period. The Party seeking arbitration shall make the Parties' request for appointment of an arbitrator and furnish a copy of the aforesaid description of the Dispute or Controversy to said judge. Each Party may, but shall not be required to, submit to said judge a list of up to three (3) qualified individuals as candidates for appointment as the arbitrator whose schedules permit their service as arbitrator within the time periods set forth herein. The arbitrator appointed by the judge need not be from such lists.

(b) Within thirty (30) days of the date the arbitrator is appointed, the arbitrator shall notify the Parties in writing of the date of the arbitration hearing, which hearing date shall be not less than one-hundred twenty (120) days from the date of the arbitrator's appointment. The arbitration hearing shall be held in Houston, Texas. Except as otherwise provided herein, the proceedings shall be conducted in accordance with the procedures of the Texas General Arbitration Act, TEX. CIV. PRAC. & REMEDIES CODE §§ 171.001 *et seq.* (the "Texas General Arbitration Act"). Depositions may be taken and

other discovery may be made in accordance with the Texas Rules of Civil Procedure, provided that (i) depositions and other discovery shall be completed within ninety (90) days of the appointment of the arbitrator, (ii) there shall be no evidence by affidavit allowed, and (iii) each Party shall disclose a list of all documentary evidence to be used and a list of all witnesses and experts to be called by the Party in the arbitration hearing at least twenty (20) days prior to the arbitration hearing. The arbitrator shall issue a final ruling within thirty (30) days after the arbitration hearing. Any decision of the arbitrator shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered pursuant to the foregoing, which may include an award or decree of specific performance hereunder, shall be final and binding on, and nonappealable by, the Parties and judgment thereon may be entered or enforcement thereof sought by either Party in a court of competent jurisdiction. The foregoing deadlines shall be tolled during the period that no arbitrator is serving until a replacement is appointed in accordance with this Appendix F.

(c) Notwithstanding the foregoing, nothing contained herein shall be deemed to give the arbitrator appointed hereunder any authority, power or right to alter, change, amend, modify, waive, add to or delete from any of the provisions of the Existing Rodeo Lease.

(d) In determining the terms and conditions of the resolved subjects, the arbitrators may consider (i) the terms and conditions applicable to other Persons sponsoring events having "rodeo-like components," "livestock or equestrian components," concerts or other components historically included in the Spring Rodeo or the Rodeo Festival; (ii) the physical capacity of the Astrodome, the Exhibition Hall or the Astroarena, as applicable, (iii) the rights of other tenants or licensees to the Astrodome, the Exhibition Hall or the Astroarena, as applicable; (iv) the objective of providing a high level of service and amenities to Tenant; (v) the interest of spectators in having a modern, efficient, safe, comfortable and convenient venue in which to view Tenant Events; (vi) the cost of providing the disputed item and anticipated revenue therefrom, and how such cost is borne or shared and how such revenue is shared by Comparable Facilities and their tenants or licensees; and (vii) any other similar factors.

1.2 Fast-Track Arbitration.

(a) Within sixty (60) days following the Effective Date, Landlord and Tenant shall agree upon an independent third party mutually acceptable to both Parties (the "**Fast-Track Arbitrator**") and an alternate third party (the "**Alternate**") to decide Disputes or Controversies required by the Existing Rodeo Lease to be resolved by Fast-Track Arbitration. Within sixty (60) days of the fifth (5th) anniversary of the Effective Date and each successive fifth (5th) anniversary thereafter during the Lease Term, Landlord and Tenant shall again agree upon independent third parties to be the Fast-Track Arbitrator and the Alternate; *provided, however*, that the Parties shall earlier agree on a replacement Fast-Track Arbitrator and/or the Alternate if the existing Fast-Track Arbitrator and/or the Alternate shall become unavailable in the reasonable opinion of a Party. If the Parties are

unable to agree on a third party to serve as the Fast-Track Arbitrator or if the Fast-Track Arbitrator or Alternate are unable or fail to act in such capacities, any Dispute or Controversy shall be referred to Regular Arbitration pursuant to Section 1.1 of this Appendix F.

(b) Arbitration known as "Fast-Track Arbitration" shall be conducted in accordance with the following procedures. If the Dispute or Controversy involves the alleged failure, or alleged potential failure, of Landlord to operate, Maintain or repair the Leased Premises as required under the Existing Lease, either Party may refer a Dispute or Controversy to Fast-Track Arbitration instead of Regular Arbitration by providing written notice to the Fast-Track Arbitrator and the other Party. Such notice shall include a clear statement of the matter(s) in dispute and a brief description (no longer than two (2) pages) of the Dispute or Controversy. If a Party gives written notice of the referral of such Dispute or Controversy to Fast-Track Arbitration, the other Party shall be bound to enter into Fast-Track Arbitration as provided in this Section 1.2 and may not resort to Regular Arbitration under the procedures of Section 1.1 of this Appendix F except for last sentence of 1.2(a) and 1.2(c). The Parties may also mutually agree to Fast-Track Arbitration for any other Dispute or Controversy (in addition to those involving operation, Maintenance or repair of the Leased Premises) by providing joint written notice to the Fast-Track Arbitrator. In the event that the Fast-Track Arbitrator is unavailable to resolve the Dispute or Controversy within the time period stated in the next sentence, the Dispute or Controversy shall be referred to the Alternate. The Fast-Track Arbitrator or the Alternate, as the case may be (the "arbitrator"), shall be directed to resolve the Dispute or Controversy within fifteen (15) days of the referral. The arbitrator shall diligently endeavor to resolve the Dispute or Controversy within such fifteen (15) day time period, taking into account the circumstances requiring an expeditious resolution of the matter. The Parties shall cooperate in good faith in providing to the arbitrator any information reasonably needed to resolve the Dispute or Controversy. The arbitrator's decision shall be set forth in a written decision. Unless a Party gives written notice of dissatisfaction with the decision (as permitted under Section 1.2(c) of this Appendix F), the decision of the arbitrator shall be final and binding upon and non-appealable by the Parties and judgment thereon may be entered or enforcement thereof sought by either Party in a court of competent jurisdiction. The costs and expenses of the arbitrator shall be shared equally by the Parties, and the additional incidental costs of arbitration shall be paid for by the non-prevailing Party in the arbitration; *provided, however*, that where the final decision of the arbitrator is not clearly in favor of either Party, such incidental costs shall be shared equally by the Parties.

(c) The decision of the arbitrator under this Section 1.2 shall be final and binding on the Parties unless written notice of dissatisfaction with the decision is given by one Party to the other Party within fifteen (15) days of the date of the written decision of the arbitrator, in which event the Party giving such notice must refer the Dispute or Controversy to Regular Arbitration pursuant to Section 1.1 of this Appendix F.

Section 2. Further Qualifications of Arbitrators; Conduct. Every person nominated or recommended to serve as an arbitrator shall be and remain at all times neutral and wholly impartial,

shall be experienced and knowledgeable in the substantive laws applicable to the subject matter of the Dispute or Controversy and shall have substantial experience with leases of multi-purpose public sports and entertainment facilities by public entities to concert promoters and producers of events having "rodeo-like components" and "livestock or equestrian components". All arbitrators shall, upon written request by either Party, provide the Parties with a statement that they can and shall decide any Dispute or Controversy referred to them impartially. No arbitrator shall currently be employed by either Party, the NFL Club, the City, the Sports Authority, the County, any County Affiliate, the NFL or any member team of the NFL, or have any material financial dependence upon a Party, the NFL Club, the City, the Sports Authority, the County, any County Affiliate, the NFL or any member team of the NFL, nor shall any arbitrator have any material financial interest in the Dispute or Controversy. Further, all arbitrators must meet the qualifications and adhere to the standards of Sections 154.052 and 154.053 of Chapter 154, TEXAS CIVIL PRACTICE AND REMEDIES CODE.

Section 3. Applicable Law and Arbitration Act. The agreement to arbitrate set forth in this Appendix F shall be enforceable in either federal or state court. The enforcement of such agreement and all procedural aspects thereof, including the construction and interpretation of this agreement to arbitrate, the scope of the arbitrable issues, allegations of waiver, delay or defenses as to arbitrability and the rules (except as otherwise expressly provided herein) governing the conduct of the arbitration, shall be governed by and construed pursuant to the Texas General Arbitration Act. In deciding the substance of any such Dispute or Controversy, the arbitrator shall apply the substantive laws of the State of Texas. The arbitrator shall have authority, power and right to award damages and provide for other remedies as are available at law or in equity in accordance with the laws of the State of Texas, except that the arbitrator shall have no authority to award incidental or punitive damages under any circumstances (whether they be exemplary damages, treble damages or any other penalty or punitive type of damages) regardless of whether such damages may be available under the laws of the State of Texas. The Parties hereby waive their right, if any, to recover punitive damages in connection with any arbitrated Dispute or Controversy.

Section 4. Consolidation. If the Parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then the Parties hereby agree that all such proceedings may be consolidated into a single arbitral proceeding.

Section 5. Pendency of Dispute; Interim Measures. The existence of any Dispute or Controversy eligible for referral or referred to arbitration hereunder, or the pendency of the dispute settlement or resolution procedures set forth herein, shall not in and of themselves relieve or excuse either Party from its ongoing duties and obligations under the Existing Rodeo Lease or any right, duty or obligation arising herefrom; provided, however, that during the pendency of arbitration proceedings and prior to a final award, upon written request by a Party, the arbitrator may issue interim measures for preservation or protection of the status quo.

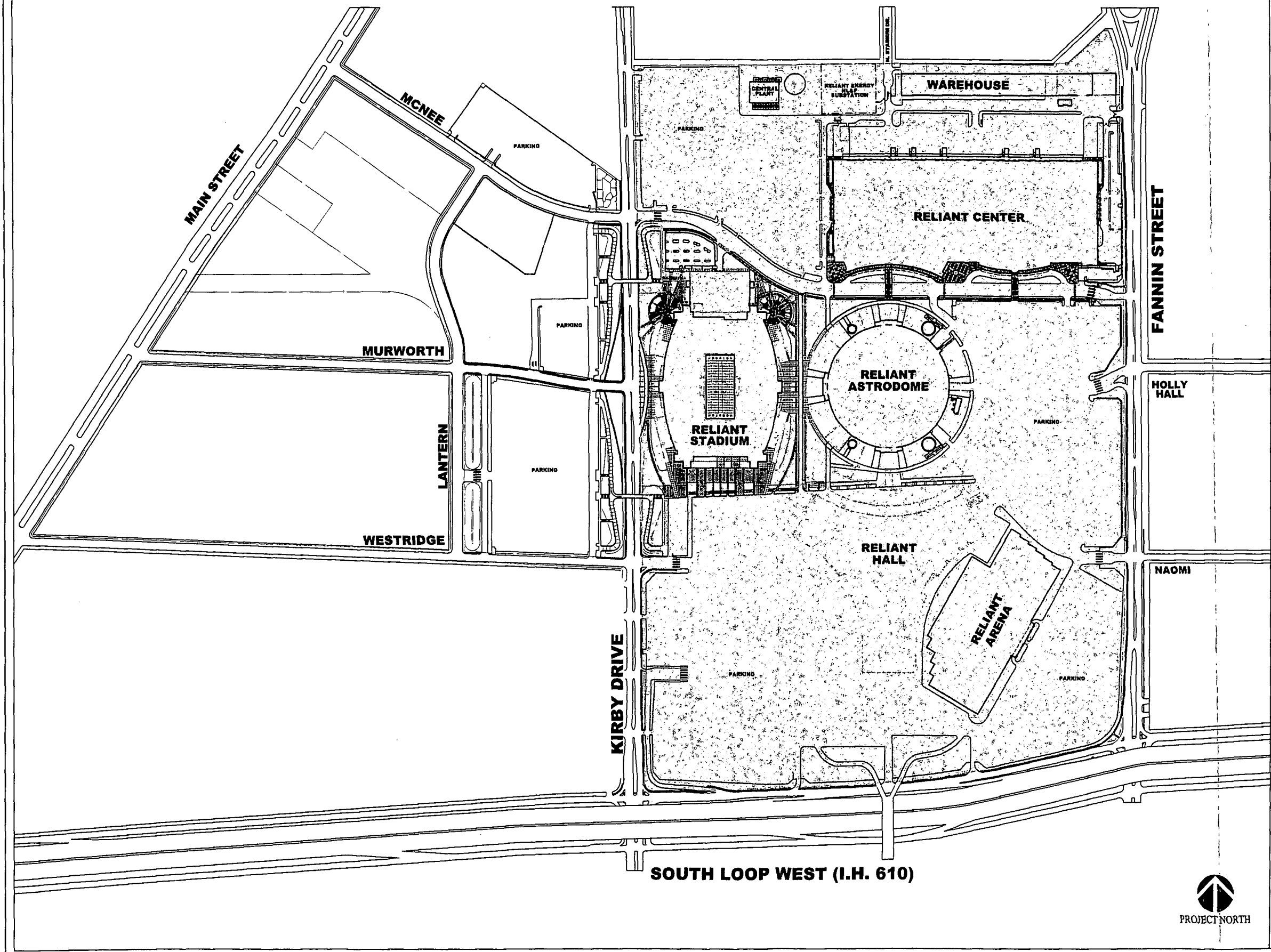
Section 6. Complete Defense. The Parties agree that compliance by a Party with the provisions of this Appendix shall be a complete defense to any suit, action or proceeding instituted

in any federal or state court, or before any administrative tribunal by the other Party with respect to any Dispute or Controversy which is subject to arbitration as set forth herein, other than a suit or action alleging non-compliance with a final and binding arbitration award rendered hereunder.

EXHIBIT A-1
TO
AMENDMENT

DEPICTION OF ASTRODOMAIN PROPER

[See Attached]



RELIANT PARK
5/17/01
HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-1

DEPICTION OF
ASTRODOMAIN PROPER



Plat of survey 264-062 acres (11,602,527 sq. ft.) 262.5667 acres
P.W. Rose Survey, A-645
J. Walters Survey, A-874
City of Houston Harris County, Texas.

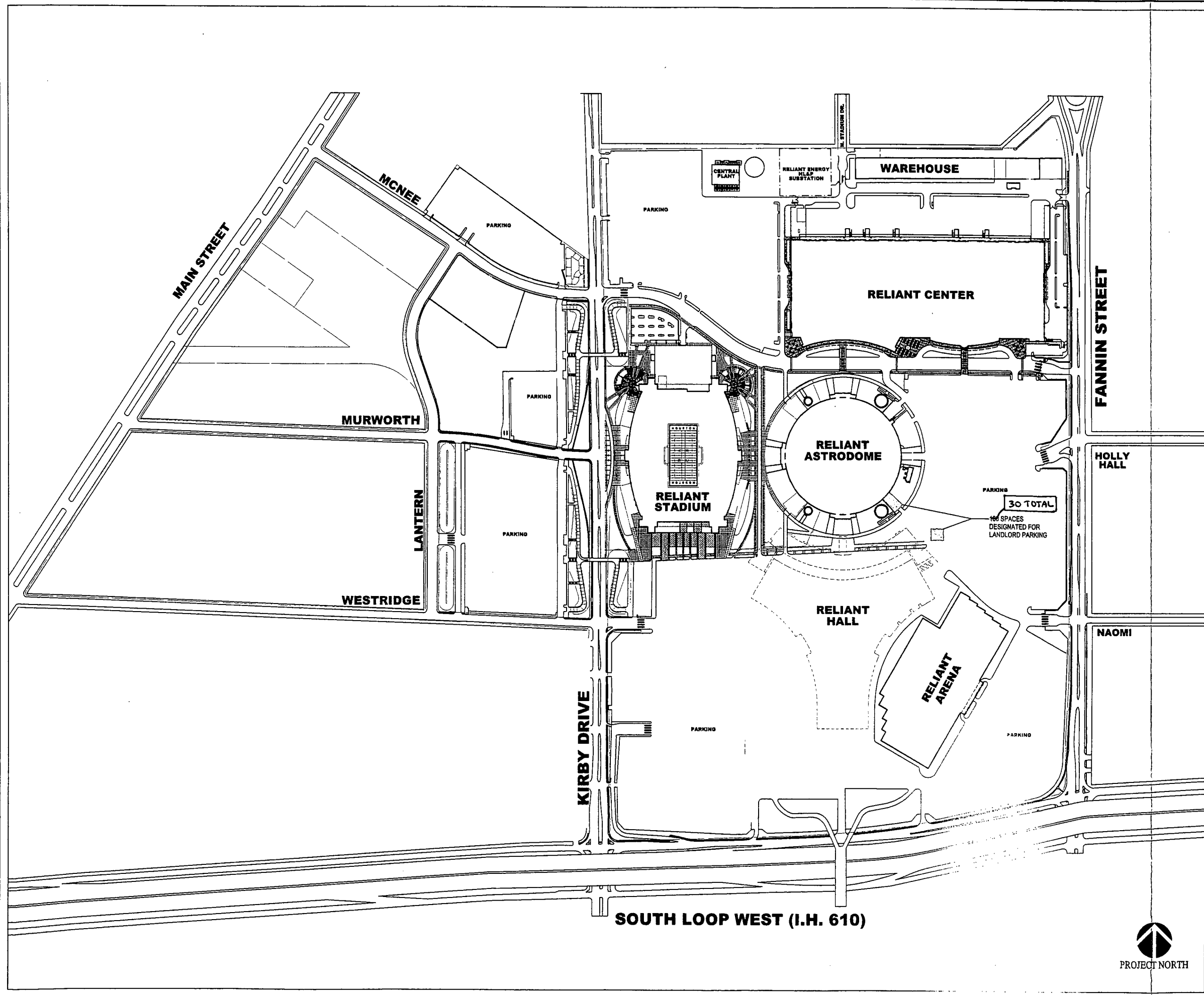
ASTRODOMAIN PROPER



EXHIBIT A-2
TO
AMENDMENT

DEPICTION OF LANDLORD'S EXHIBITION HALL
PARKING SPACES - ASTROHALL

[See Attached]



RELIANT PARK
5/17/01
HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-2

DEPICTION OF
LANDLORD'S EXHIBITION
HALL PARKING SPACES-
ASTROHALL



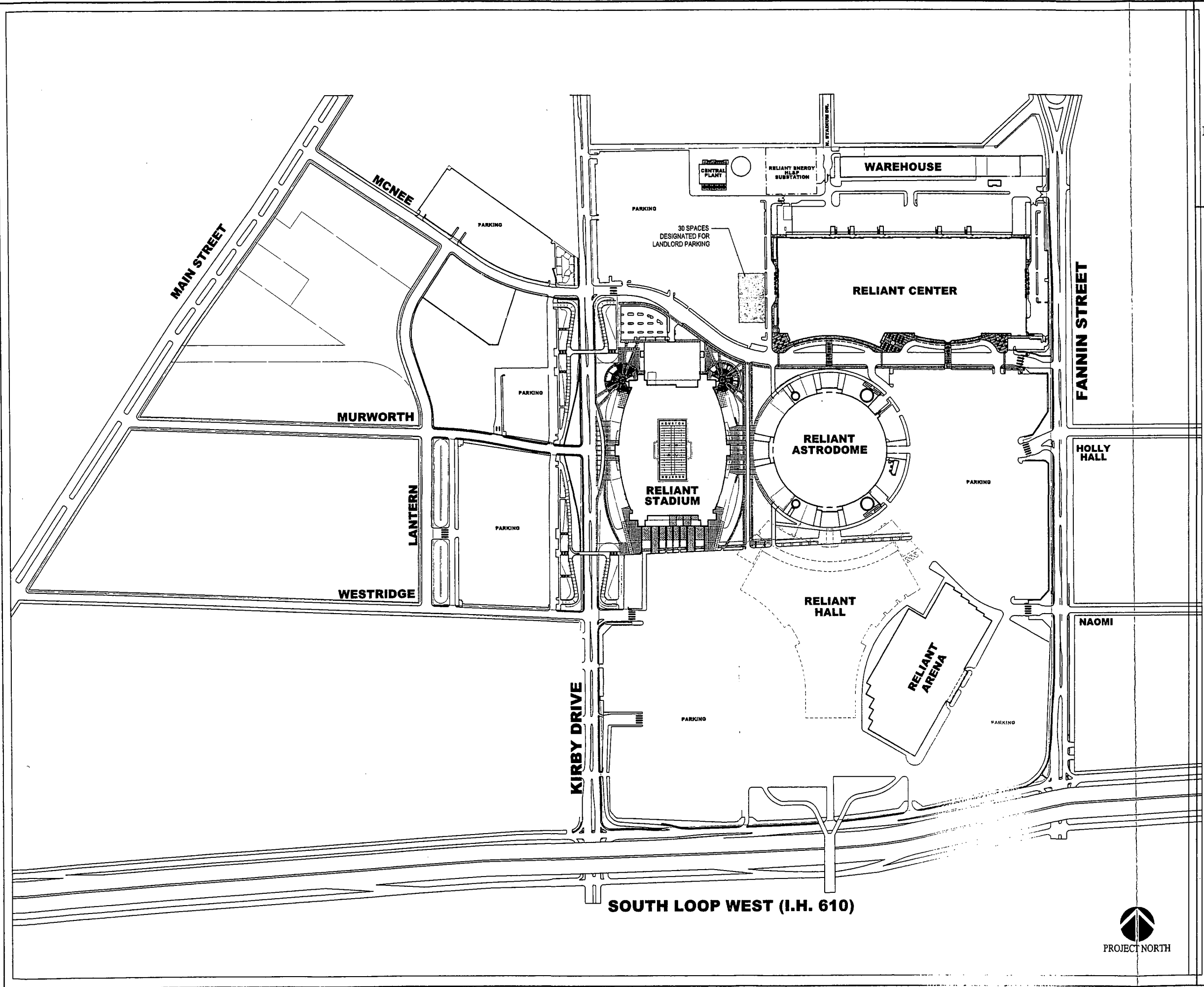
LANDLORD'S PARKING



EXHIBIT A-3
TO
AMENDMENT

DEPICTION OF LANDLORD'S EXHIBITION HALL
PARKING SPACES - EXPOSITION CENTER

[See Attached]



RELIANT PARK

5/17/01

HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-3

DEPICTION OF LANDLORD'S
EXHIBITION HALL
PARKING SPACES -
EXPOSITION CENTER

LANDLORD PARKING



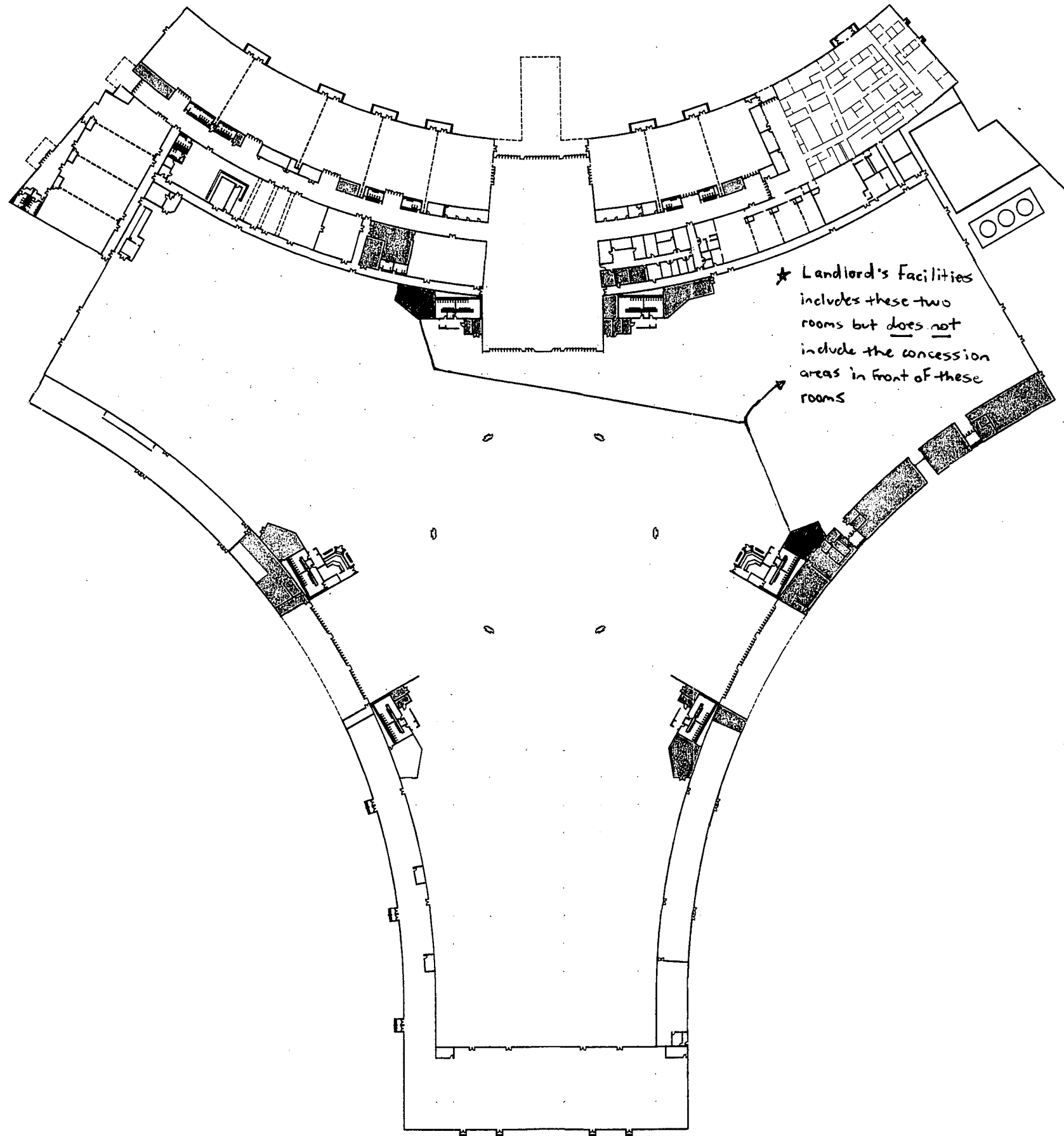
SOUTH LOOP WEST (I.H. 610)



EXHIBIT A-4
TO
AMENDMENT

DEPICTION OF LANDLORD'S FACILITIES - ASTROHALL

[See Attached]



RELIANT PARK
5/17/01
HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-4

DEPICTION OF
LANDLORD'S FACILITIES-
ASTROHALL



LANDLORD'S FACILITIES



EXHIBIT A-5
TO
AMENDMENT

DEPICTION OF LANDLORD'S FACILITIES - EXPOSITION CENTER

[See Attached]

RELIANT PARK

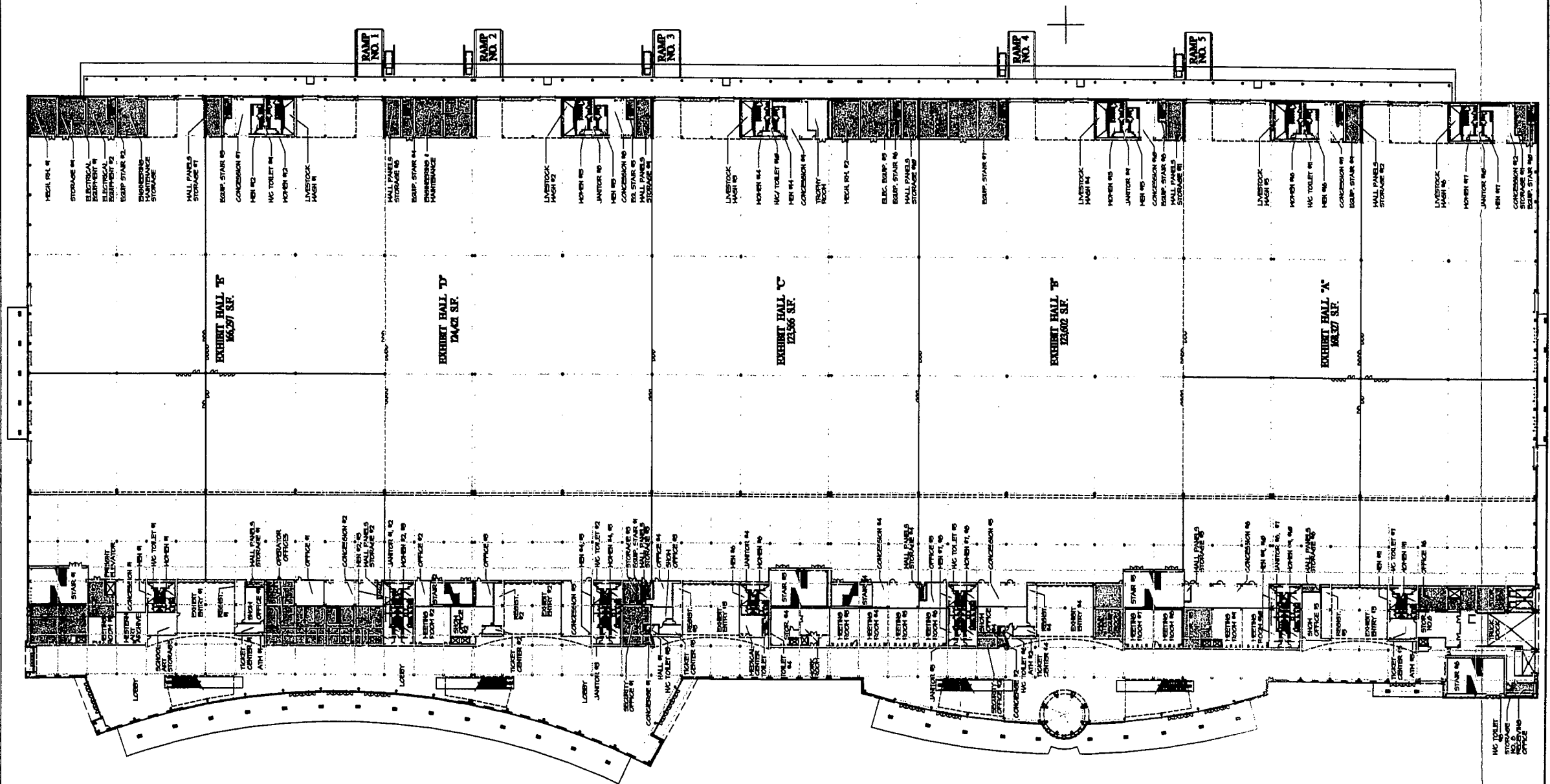
5/17/01

HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-5(1)

DEPICTION OF
LANDLORD'S FACILITIES
EXPOSITION CENTER-
@ GROUND FLOOR



LANDLORD'S FACILITIES



RELIANT PARK

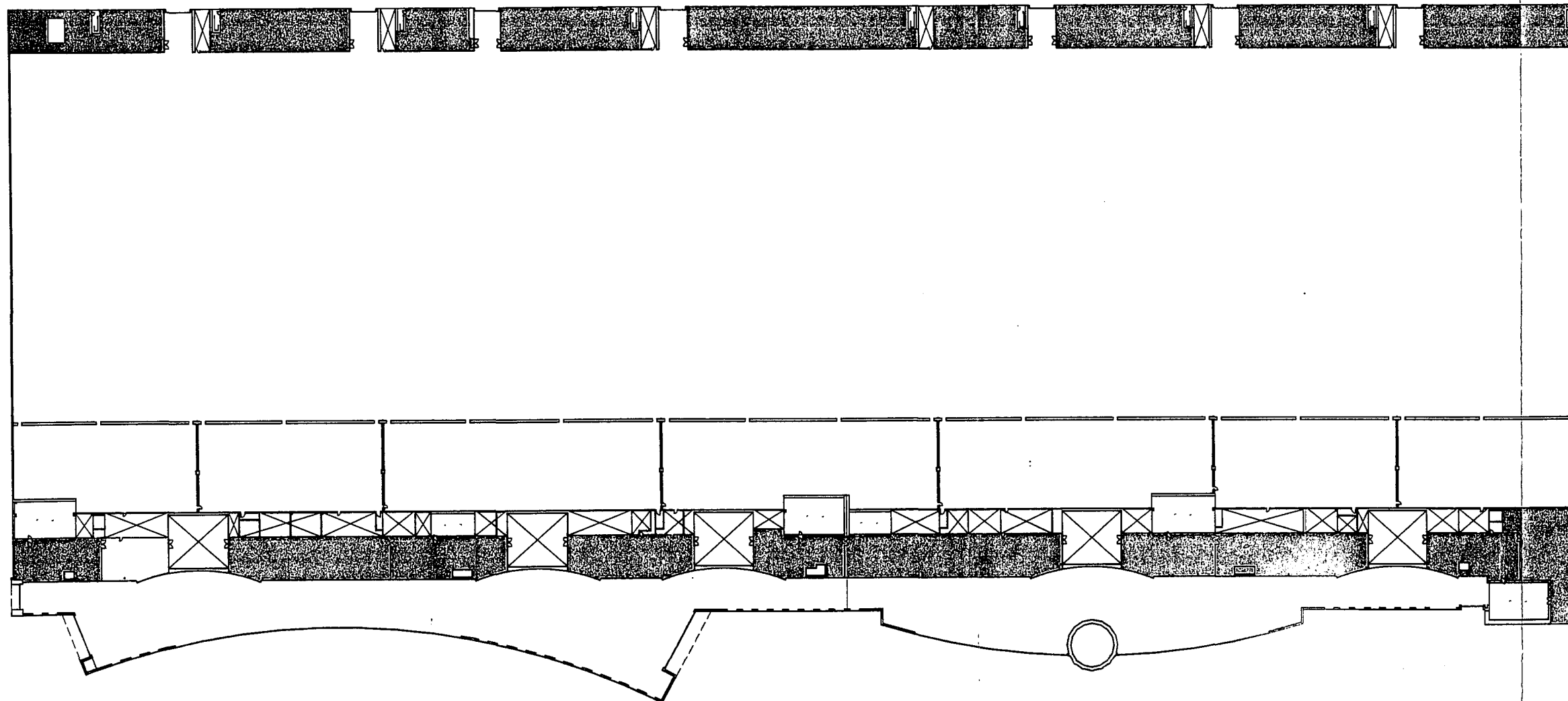
5/17/01

HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-5(2)

DEPICTION OF
LANDLORD'S FACILITIES-
EXPOSITION CENTER
@ EQUIPMENT LEVEL



LANDLORD'S FACILITIES



RELIANT PARK

5/17/01

HLSR 2000- [2001]
AMENDMENT TO LEASE
EXHIBIT A-5(3)

DEPICTION OF
LANDLORD'S FACILITIES-
@ EXPOSITION CENTER
MEZZANINE LEVEL



LANDLORD'S FACILITIES

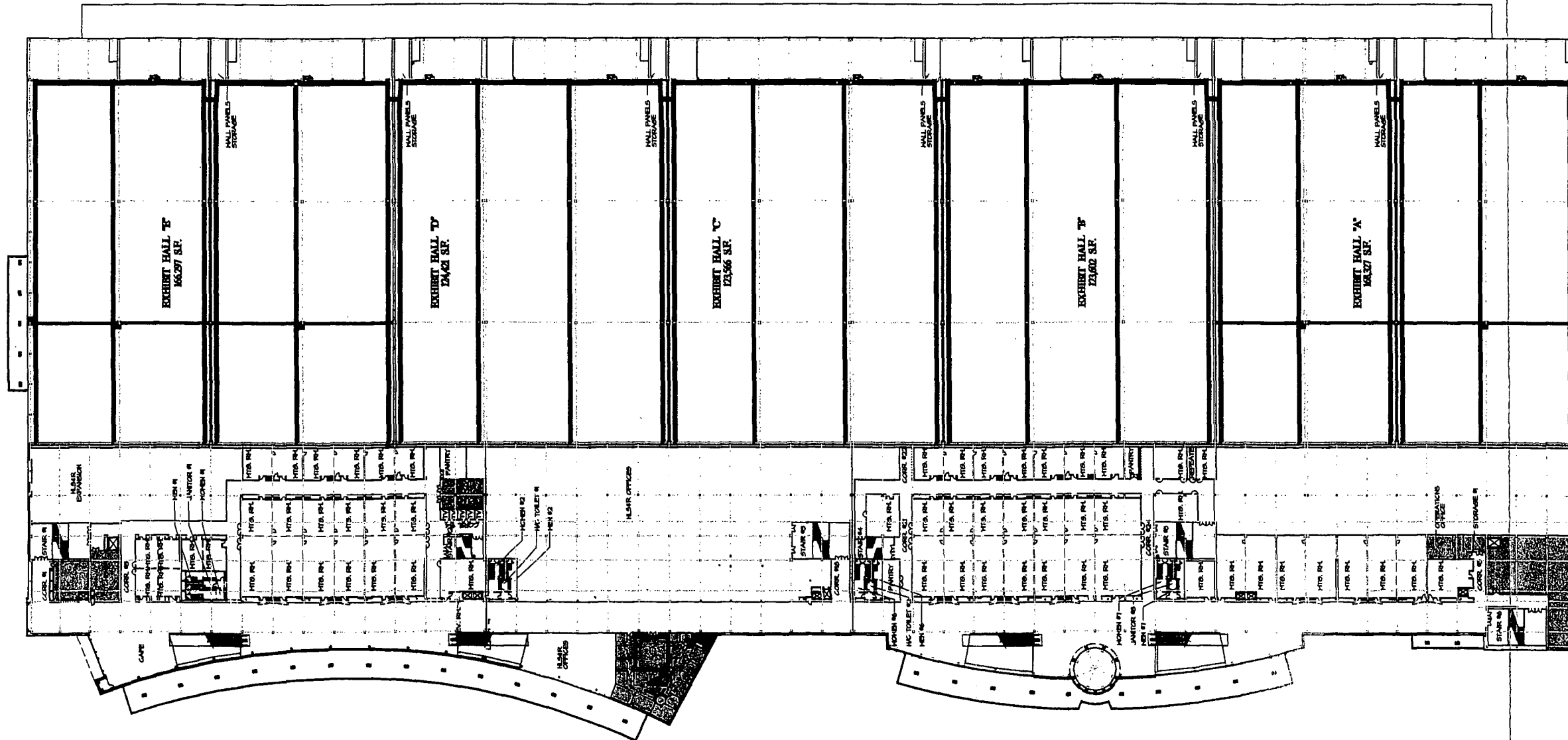
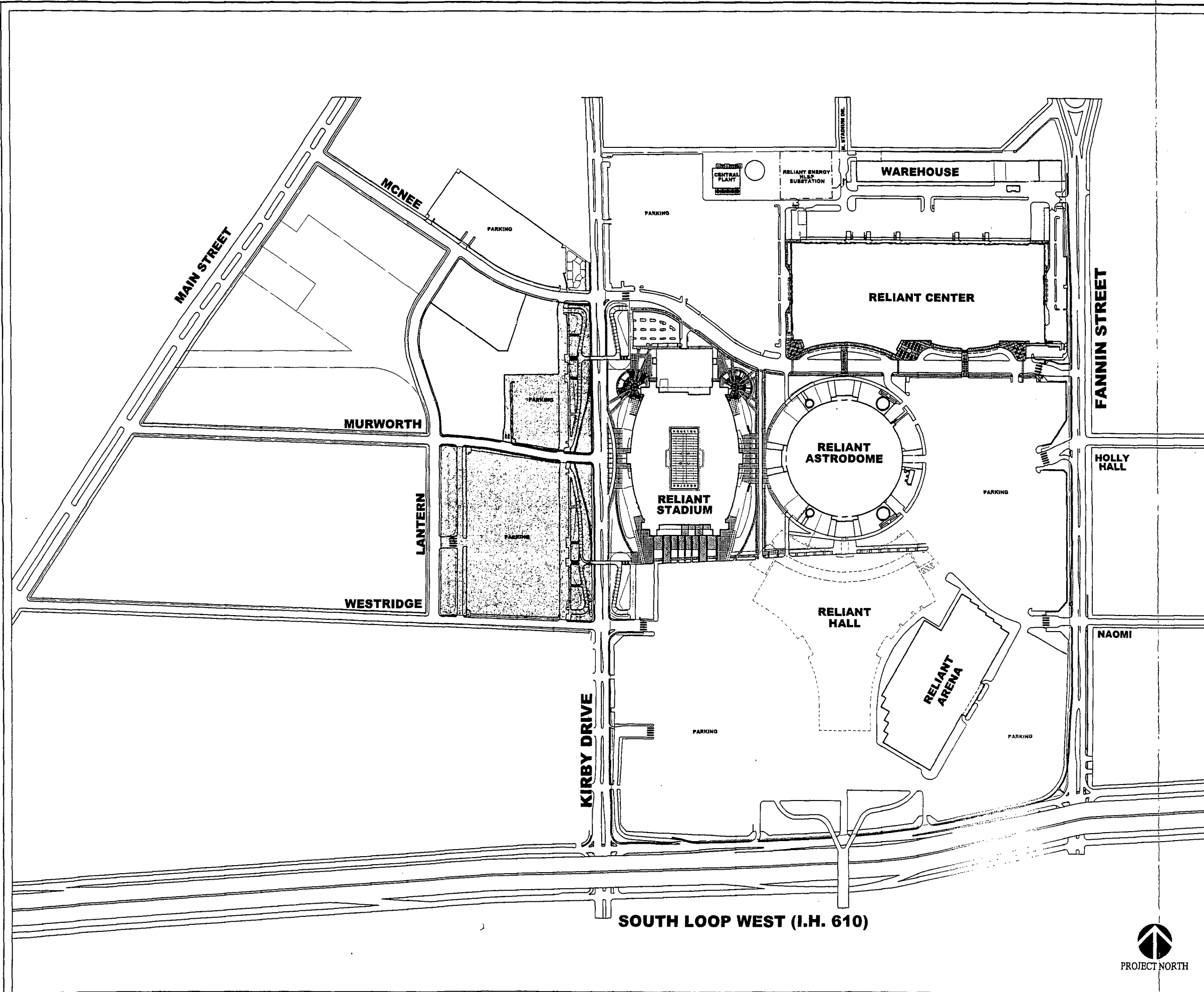


EXHIBIT A-6
TO
AMENDMENT

DEPICTION OF LANDLORD'S LAND

[See Attached]



RELIANT PARK

5/17/01

HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-6

DEPICTION OF
LANDLORD'S LAND



LANDLORD'S LAND

Tract 'B', 17.091 Acres of land in the P.W. Rose Survey, A-645, and the James Hamilton Survey, A887, Harris County, Texas and being the same land as described as Tract 'B' in that Special Warranty Deed from Elizabeth Kirby Cohn to RES Astrodome Properties Limited dated August 01, 1990 and recorded in Harris County Clerk's File Number N-210953. Save and except practice facilities land as defined in the NFL Club Lease

Practice Facilities Land

Tract 'C', 20.611 Acres of land in the P.W. Rose Survey, A-645, and the James Hamilton Survey, A887, Harris County, Texas and being the same land as described as Tract 'C' in that Special Warranty Deed from Elizabeth Kirby Cohn to RES Astrodome Properties Limited dated August 01, 1990 and recorded in Harris County Clerk's File Number N-210953, said property being bounded by Kirby Drive, Murworth Street, Westridge Street & Lantern Point drive.



EXHIBIT A-7
TO
AMENDMENT

DEPICTION LANDLORD'S STADIUM PARKING SPACES

[See Attached]

RELIANT PARK

5/17/01

HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-7

DEPICTION OF
LANDLORD'S
STADIUM
PARKING SPACES



LANDLORD'S STADIUM PARKING

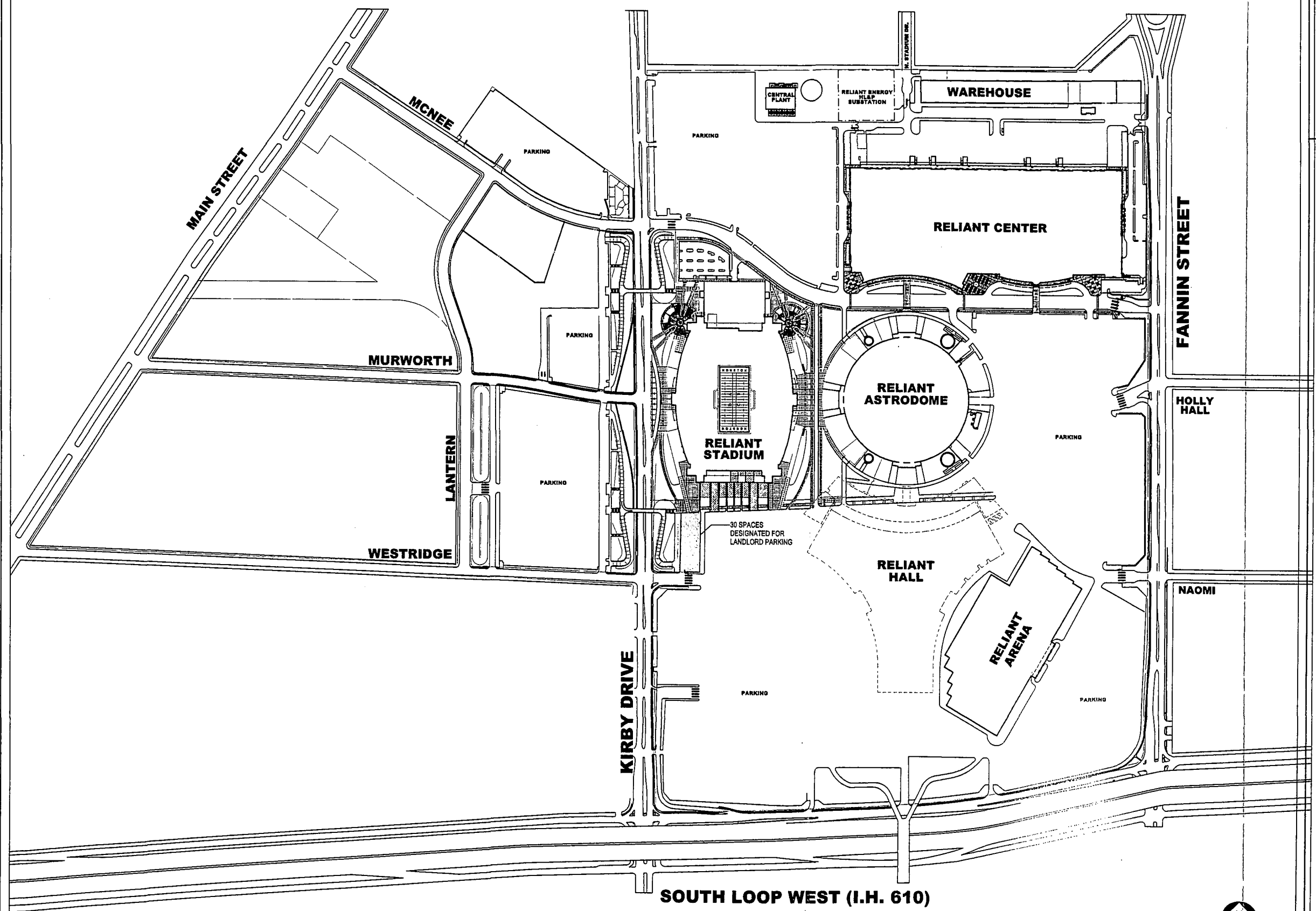


EXHIBIT A-8
TO
AMENDMENT

DEPICTION OF NFL CLUB'S PARKING SPACES

[See Attached]

RELIANT PARK

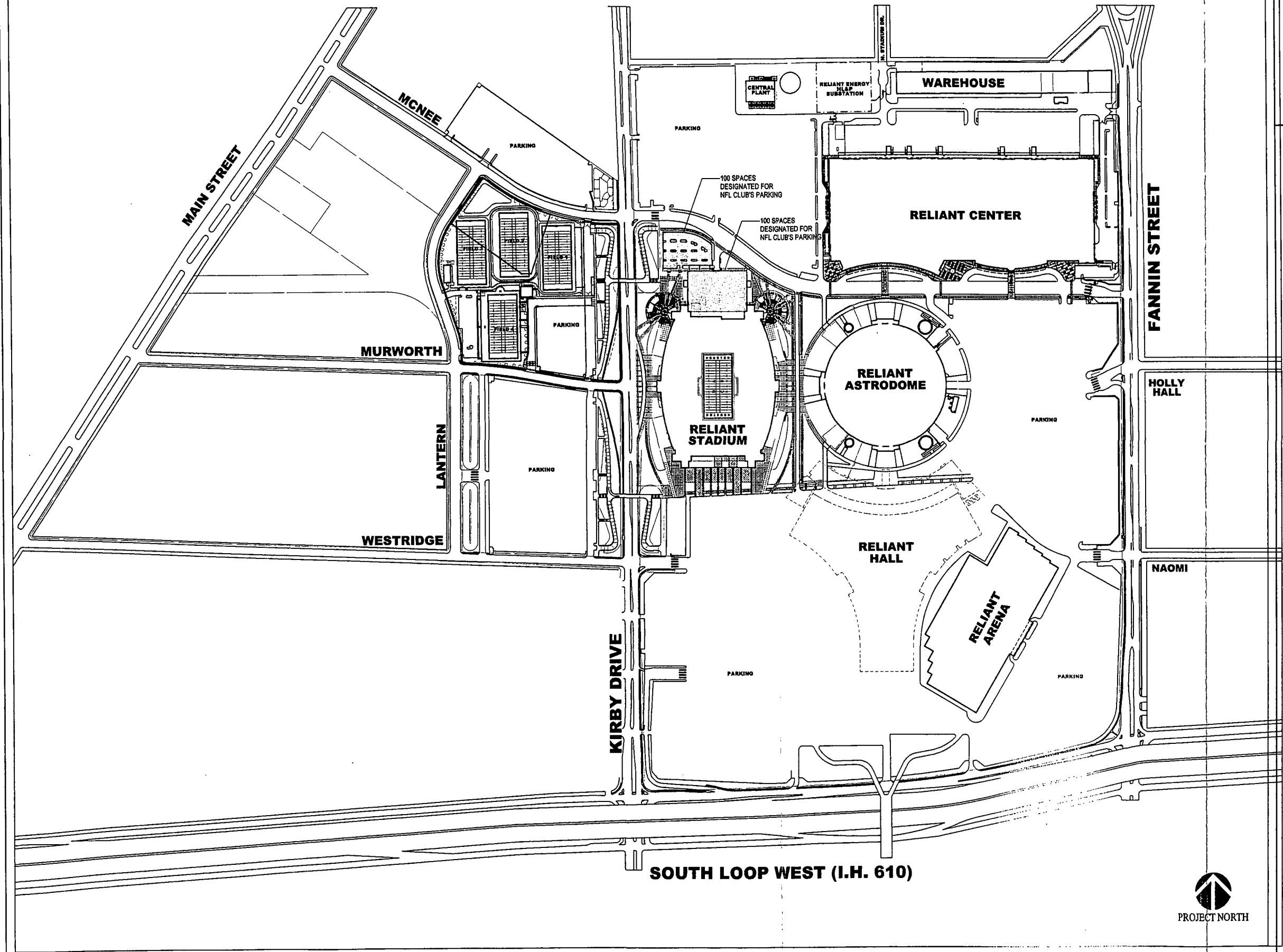
5/17/01

HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-8

DEPICTION OF NFL
CLUB'S PARKING SPACES



NFL CLUB'S PARKING SPACES



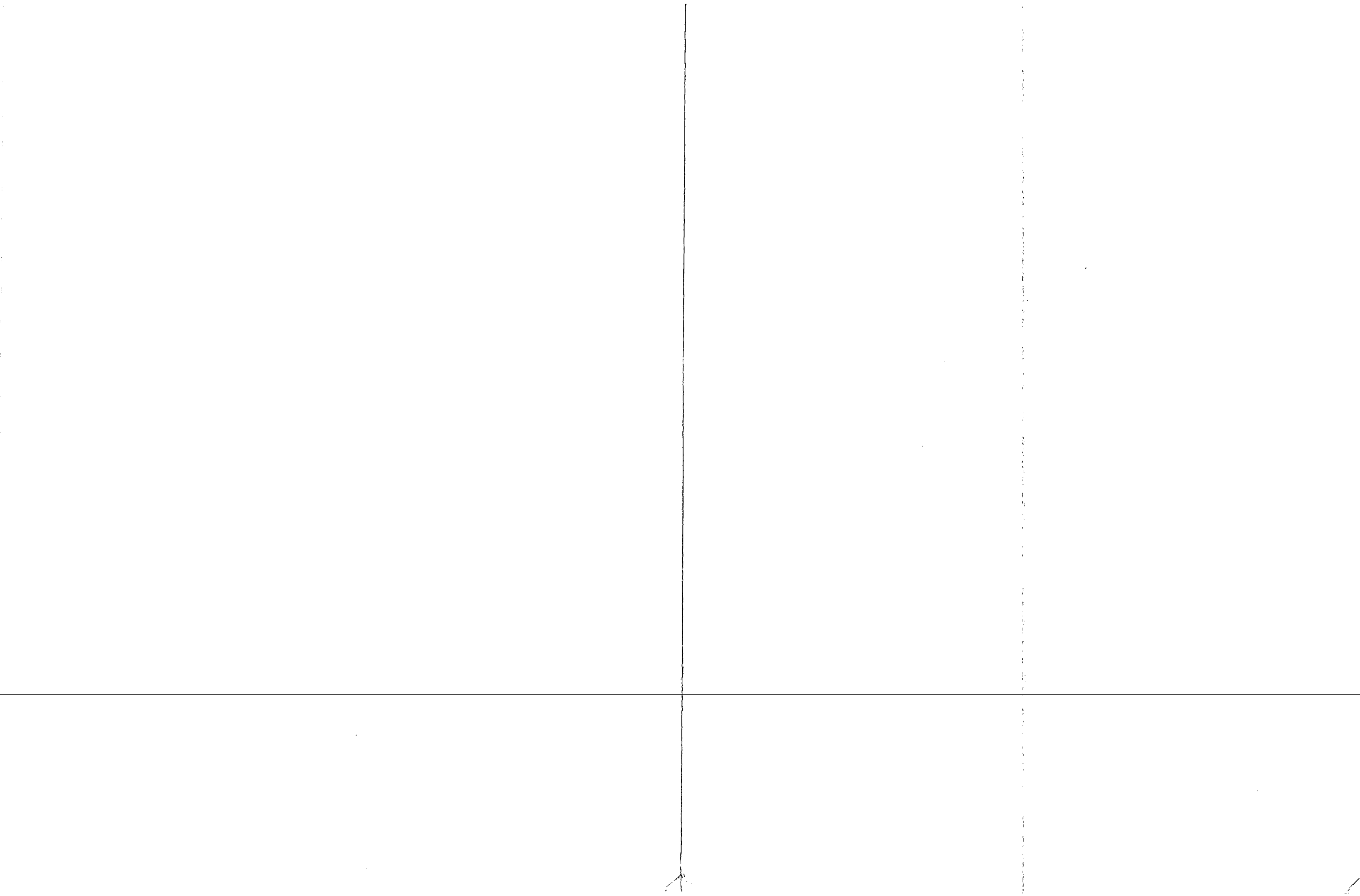


EXHIBIT A-9
TO
AMENDMENT

DEPICTION OF RODEO LAND

[See Attached]

RELIANT PARK

5/17/01

HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-9

DEPICTION OF
RODEO LAND



RODEO LAND

A tract or parcel of land containing 7.366 acres out of Prentice W. Rose Survey, Abstract No. 645, Harris County, Texas, also being a portion of the 13.0367 acre estate of Arnett C. Smith, et. al tract, as recorded in Volume 5006, Page 469 and Volume 1394, Page 118 of the Harris County Deed Records (H.C.D.R.), said 7.366 acre tract being more particularly described by metes and bounds as follows: (The basis of bearing for this description is the call South 57 degrees 07 minutes 28 seconds East for the southerly line of the Main/OST, LTD Parcel as recorded under Clerk's File No. L293449 of the Official Public Record of Real Property of Harris County (O.P.R.R.P.H.C.)

BEGINNING at a 5/8-inch iron rod found at the intersection of the west right of way line of Kirby Drive, (100 feet wide), recorded under Clerk's File No. B445532 if the (O.P.R.R.P.H.C.) and the northerly right-of-line of McNee Street (80 feet wide), as recorded in Volume 4607, Page 339 of the H.C.D.R., being the Southeast corner of the herein described tract;

THENCE SOUTH 86 degrees 48 minutes 40 seconds West, 36.07 feet along said northerly line of McNee St. to a 5/8" iron rod found at a point of curvature and a southerly corner of the herein described tract;

THENCE WESTERLY, along a curve to the right and said northerly line of McNee Street through a central angle of 36 degrees 05 minutes 00 seconds to an axle found at a southerly corner of herein described tract, said curve having a radius of 1,001.00 feet, an arc length of 630.40 feet, and a long chord bearing NORTH 75 degrees 08 minutes 50 seconds WEST, 620.04 feet;

THENCE NORTH 57 degrees 06 minutes 20 seconds WEST, 444.87 feet long said northerly line of McNee Street to a 5/8-inch iron rod found at the southwest corner of the herein described tract;

THENCE NORTH 32 degrees 51 minutes 01 seconds EAST; 348.43 feet along the easterly line of the 2.94610 acre Ernest A. Mitschke tract, as recorded under Clerk's File No. G357660 of the O.P.R.R.P.H.C. to the northwest corner of the herein described tract;

THENCE SOUTH 57 degrees 07 minutes 28 seconds EAST, 965.11 feet along the southerly line of the Main/OST, LTD. Parcel, being the residue of the 13.0367 acre tract, as recorded under Clerk's File No. L293449 of the O.P.R.R.P.H.C., to the northeasterly corner of the herein described tract;

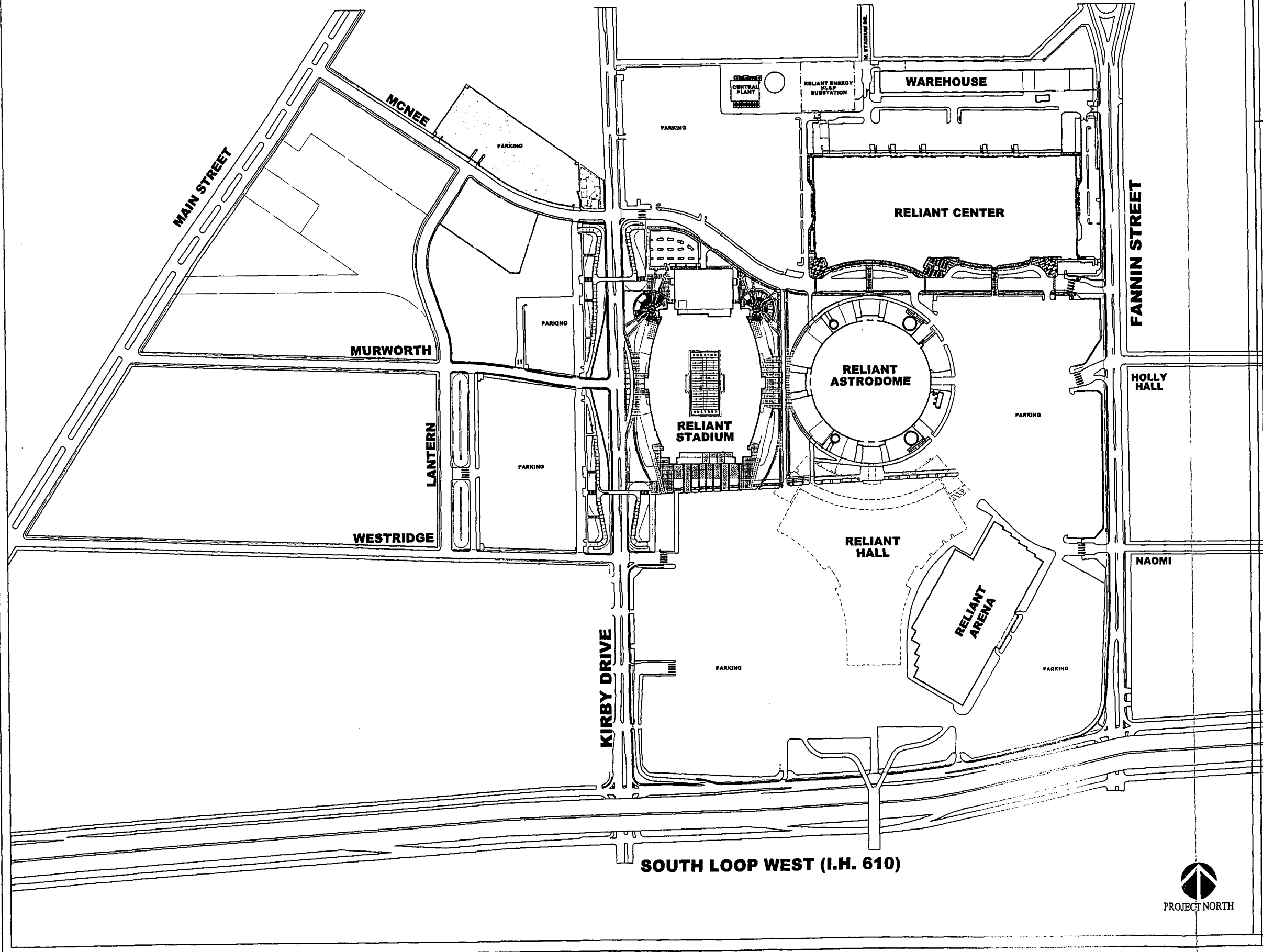
THENCE SOUTH 03 degrees 11 minutes 20 seconds EAST, 106.10 feet along said west line of Kirby Drive to an easterly corner of the herein described tract;

THENCE WEST 58.67 feet to an easterly interior corner of the herein described tract;

THENCE SOUTH 20.00 feet to an easterly interior corner of the herein described tract;

THENCE EAST 59.79 feet to an easterly interior corner of the herein described tract;

THENCE SOUTH 03 degrees 11 minutes 20 seconds EAST, 41.51 feet along said west line of Kirby Drive to the POINT OF BEGINNING, containing 7.366 acres of land. (Reference is made to the above description on Drawing C-632 in the office of S & V Surveying, Inc.)



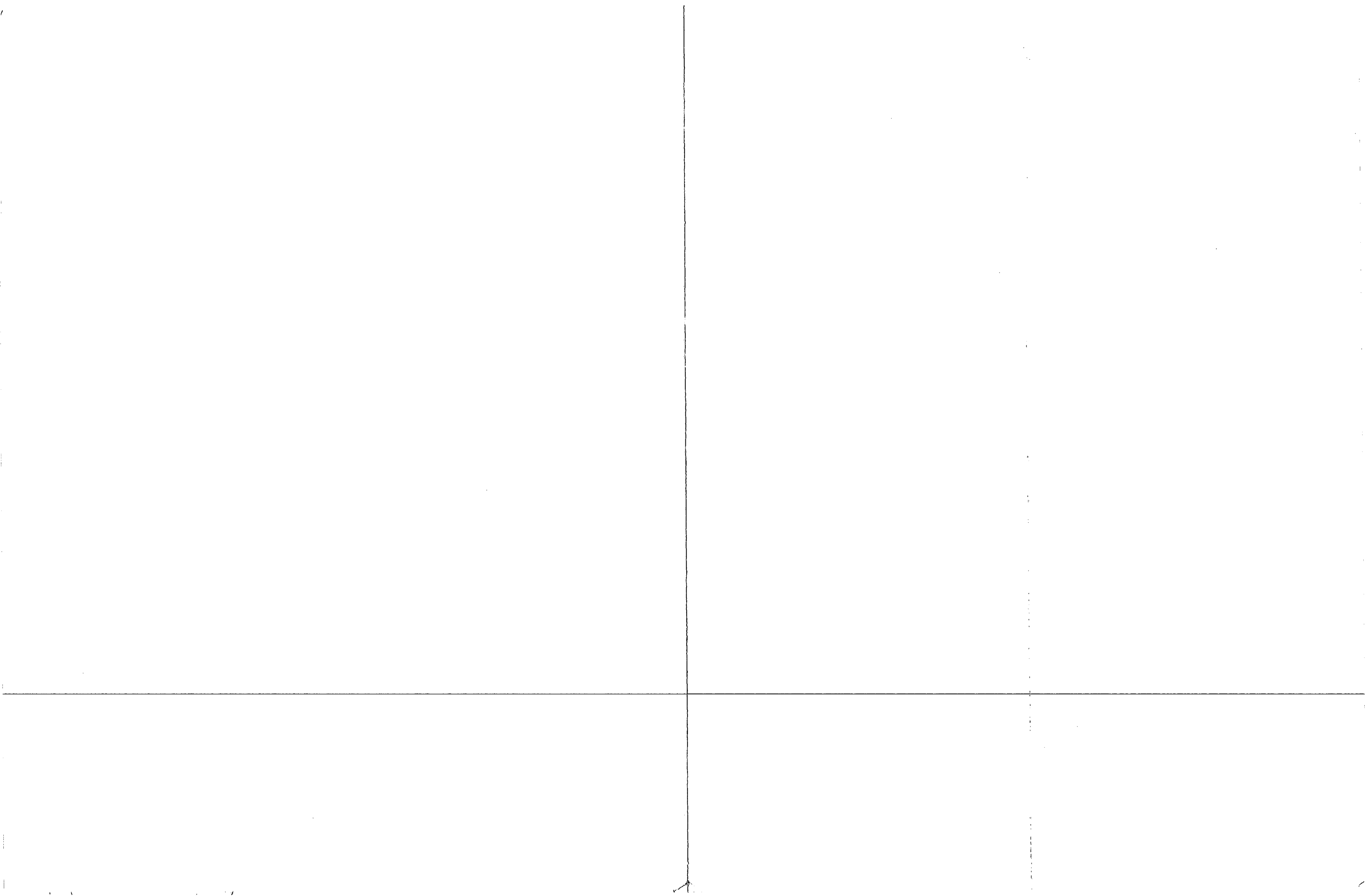
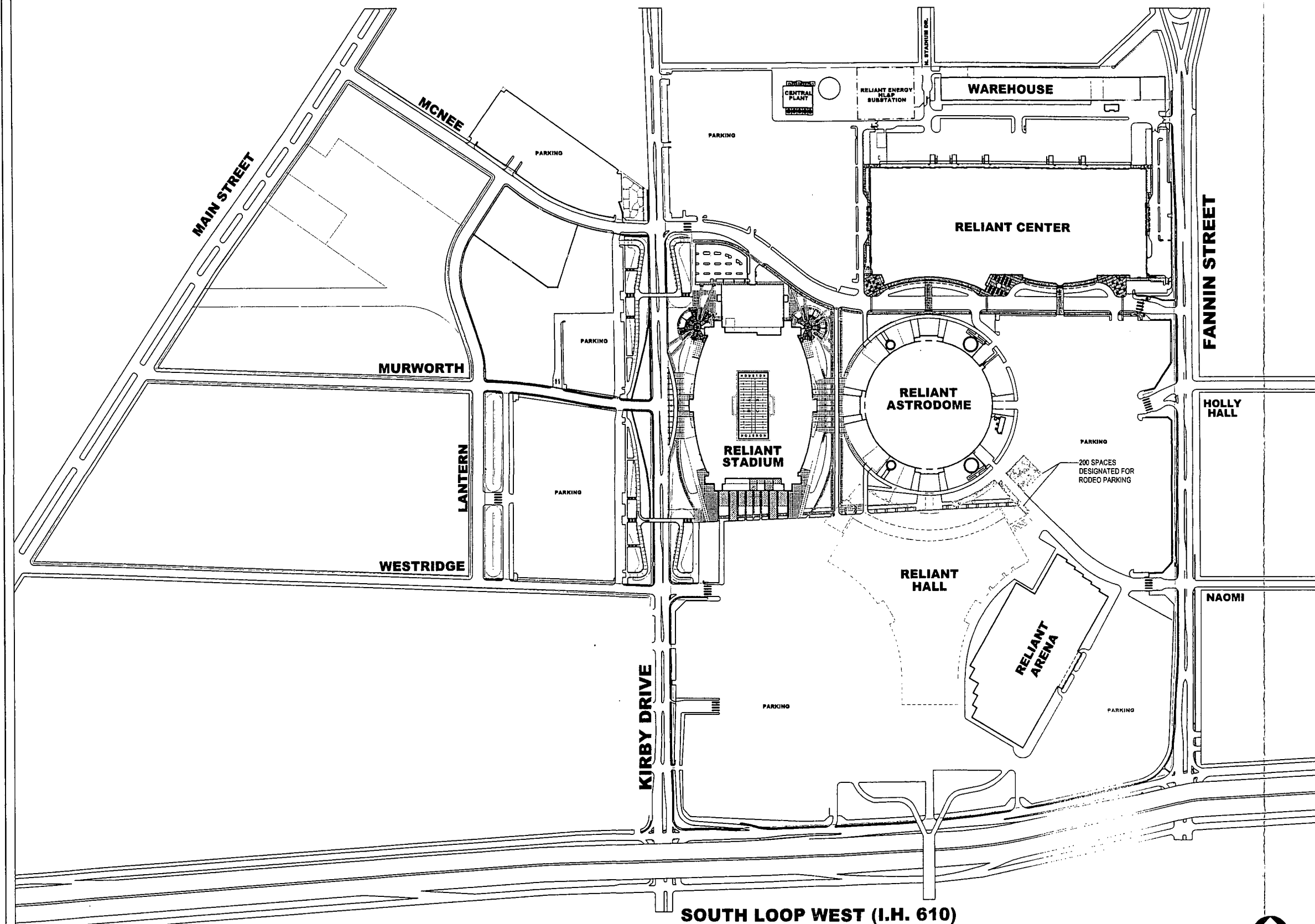


EXHIBIT A-10
TO
AMENDMENT

DEPICTION OF TENANT'S ADMINISTRATIVE
PARKING SPACES - ASTROHALL

[See Attached]



RELIANT PARK
5/17/01
HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-10

DEPICTION OF
TENANT'S ADMINISTRATIVE
PARKING SPACES-
ASTROHALL

ADMINISTRATIVE PARKING SPACES

HSC
HOUSTON
STADIUM
CONSULTANTS

Hennes Reed Architects
Lockwood, Andrews & Newnam, Inc.

LOK
SPORT



EXHIBIT A-11
TO
AMENDMENT

DEPICTION OF TENANT'S ADMINISTRATIVE
PARKING SPACES - EXPOSITION CENTER

[See Attached]

RELIANT PARK

5/17/01

HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-11

DEPICTION OF TENANT'S
ADMINISTRATIVE
PARKING SPACES-
EXPOSITION CENTER



Hartman Reed Architects
Ludwood, Andrews & Newman, Inc.



TENANT'S ADMINISTRATIVE PARKING SPACES

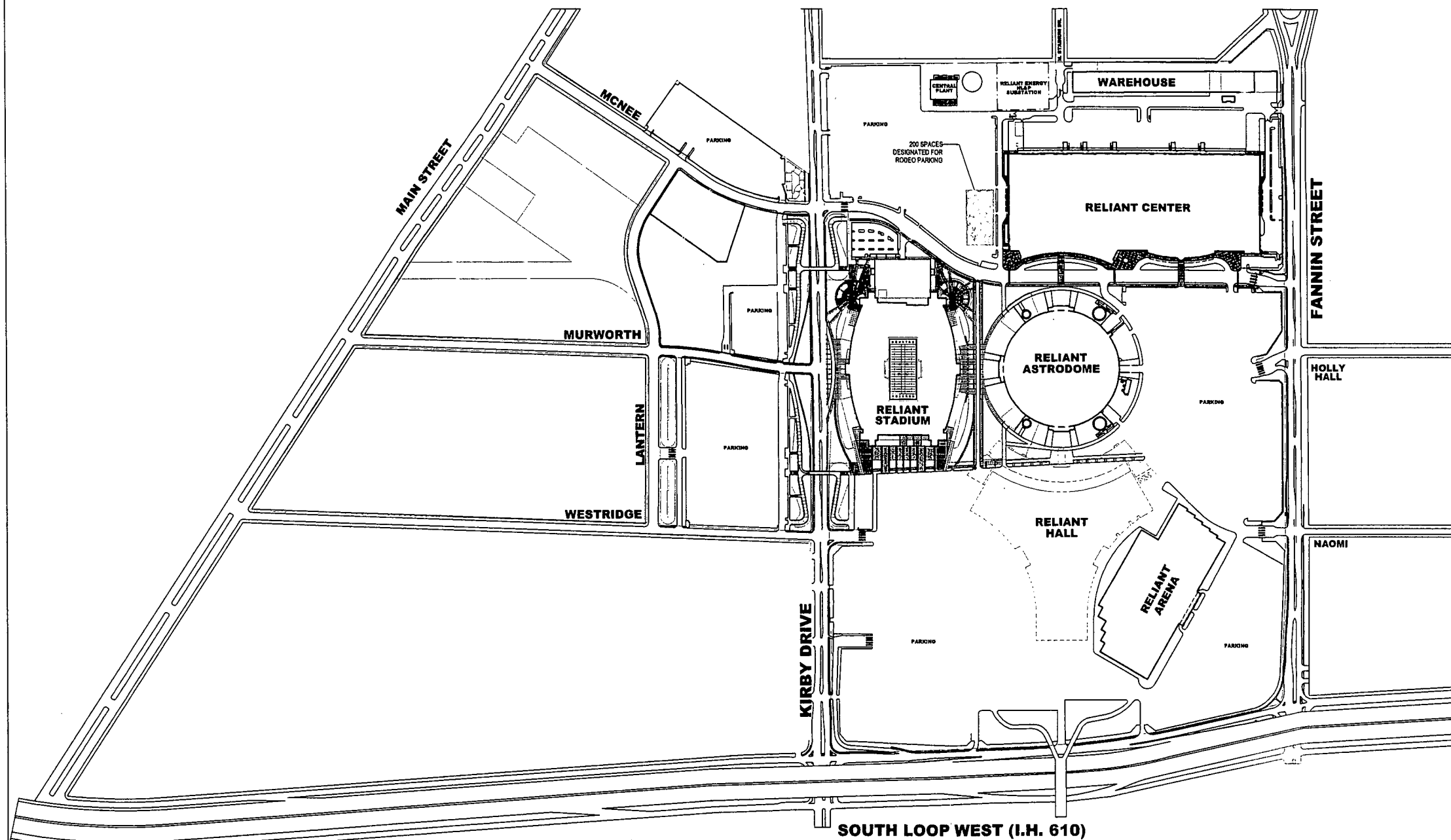
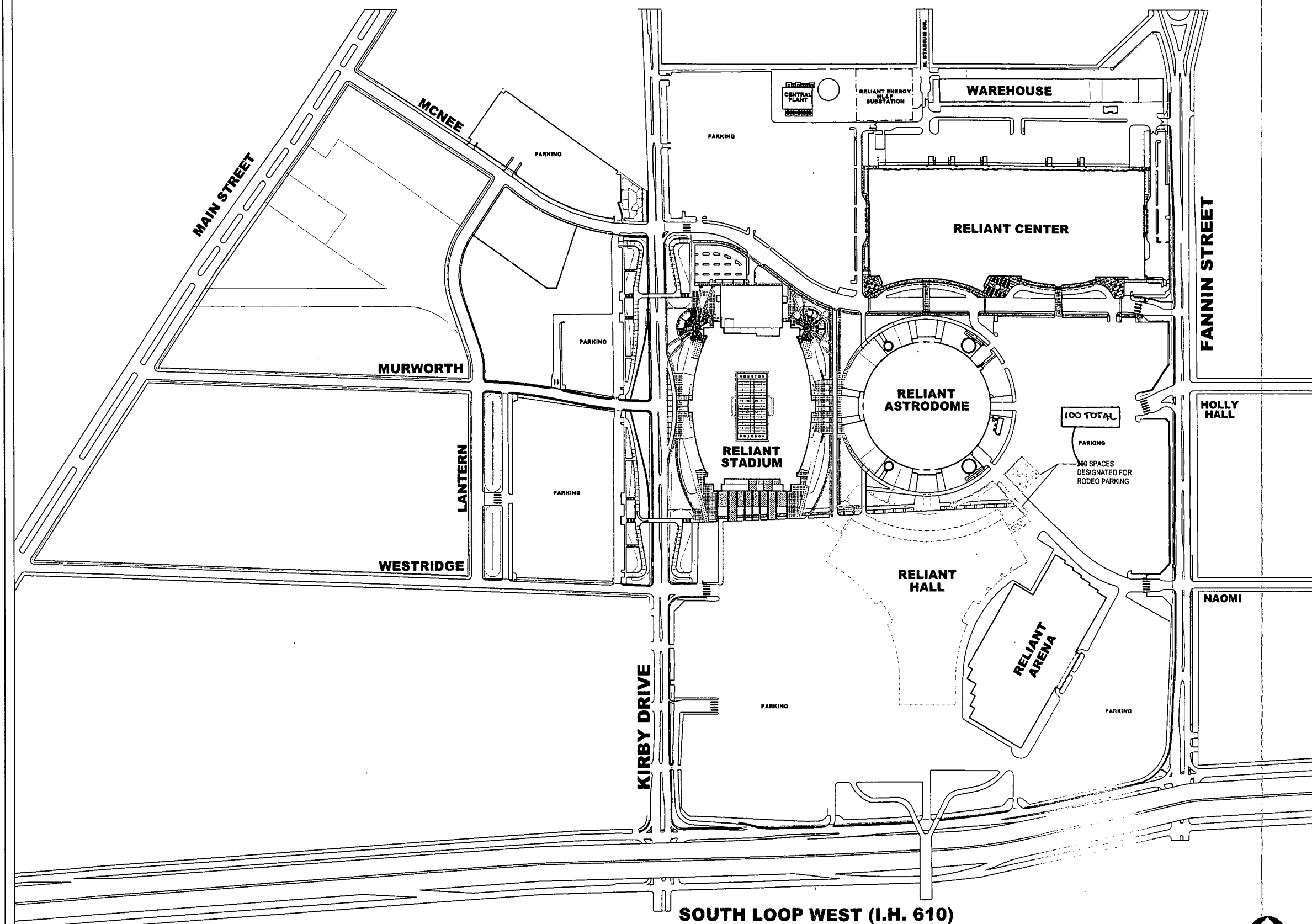


EXHIBIT A-12
TO
AMENDMENT

DEPICTION OF TENANT'S MEETING
PARKING SPACES - ASTROHALL

[See Attached]



SOUTH LOOP WEST (I.H. 610)



RELIANT PARK
5/17/01
HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-10-12

DEPICTION OF
TENANT'S ADMINISTRATIVE
PARKING SPACES-
ASTROHALL

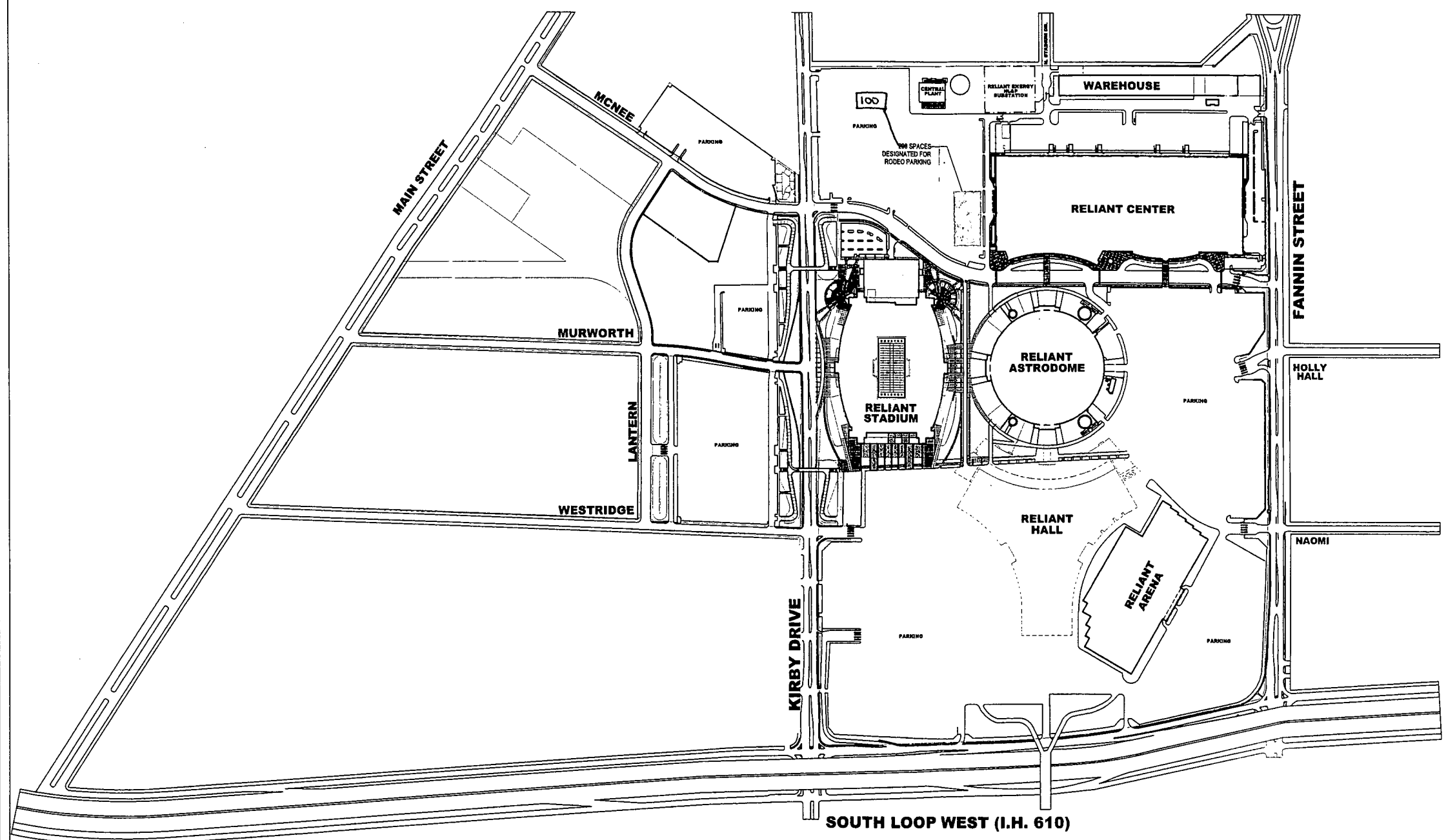
ADMINISTRATIVE PARKING SPACES
MEETING



EXHIBIT A-13
TO
AMENDMENT

DEPICTION OF TENANT'S MEETING
PARKING SPACES - EXPOSITION CENTER

[See Attached]



RELIANT PARK

5/17/01

HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-14-13

DEPICTION OF TENANT'S
ADMINISTRATIVE
PARKING SPACES-
EXPOSITION CENTER



Hennes Road Architects
Lockwood, Andrews & Neuman, Inc.

MEETING



TENANT'S ADMINISTRATIVE PARKING SPACES

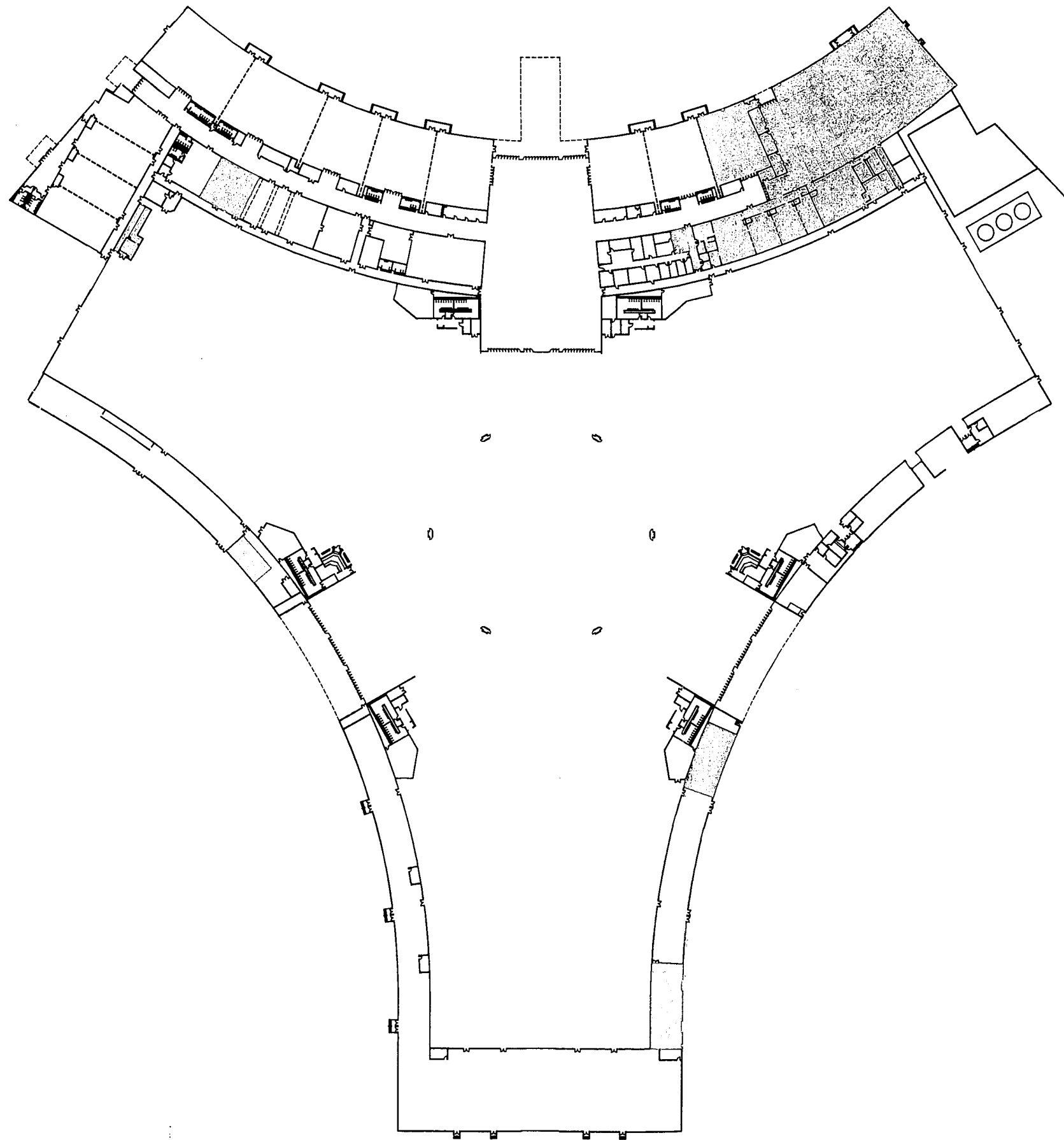
MEETING



EXHIBIT A-14
TO
AMENDMENT

DEPICTION OF TENANT'S OFFICE/MEETING SPACE - ASTROHALL

[See Attached]



RELIANT PARK
5/17/01
HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-14

DEPICTION OF TENANT'S
OFFICE / MEETING SPACE-
ASTROHALL



RODEO'S OFFICE / MEETING SPACE

EXHIBIT A-15
TO
AMENDMENT

DEPICTION OF TENANT'S OFFICE/MEETING SPACE - EXPOSITION CENTER

[See Attached]

RELIANT PARK

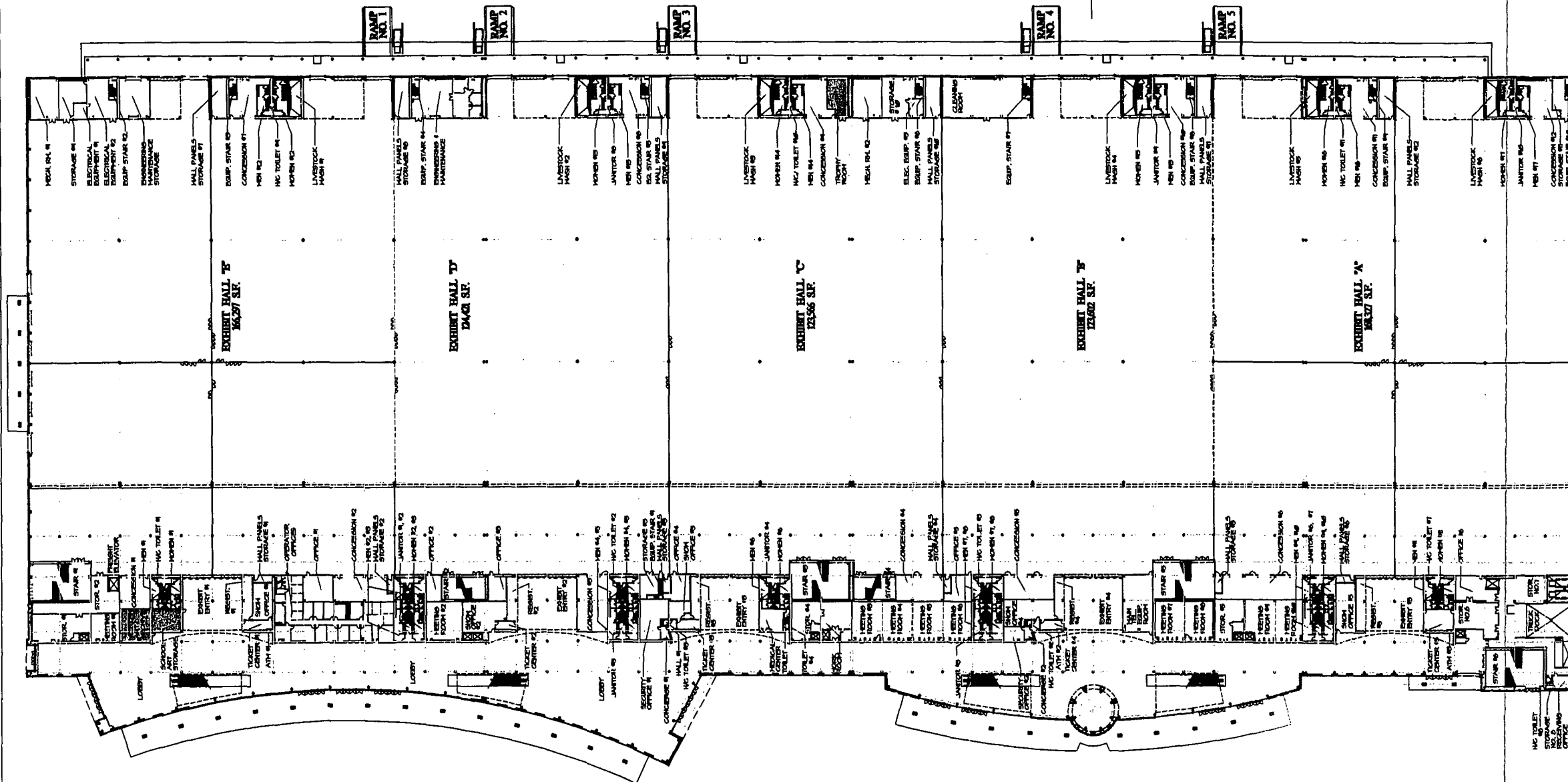
5/17/01

HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-15(1)

DEPICTION OF TENANT'S
OFFICE / MEETING SPACE-
EXPOSITION CENTER
GROUND FLOOR



TENANT'S OFFICE / MEETING SPACE



RELIANT PARK

5/17/01

HLSR 2000 [2001]
AMENDMENT TO LEASE
EXHIBIT A-15(2)

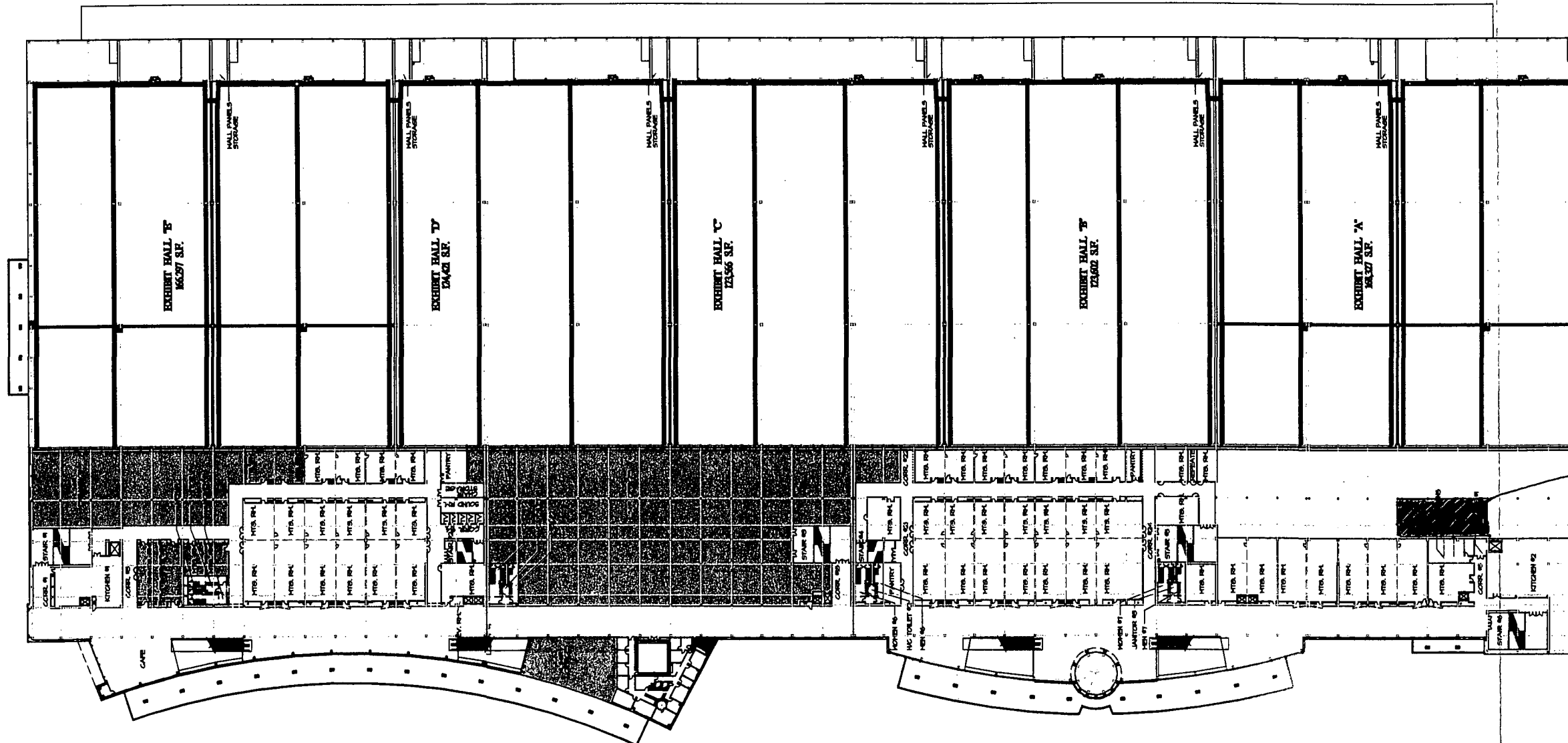
DEPICTION OF TENANT'S
OFFICE / MEETING SPACE
EXPOSITION CENTER
@ MEZZANINE LEVEL



Herman Reed Architects
Ludwig, Andrews & Neumann, Inc.



TENANT'S OFFICE / MEETING SPACE



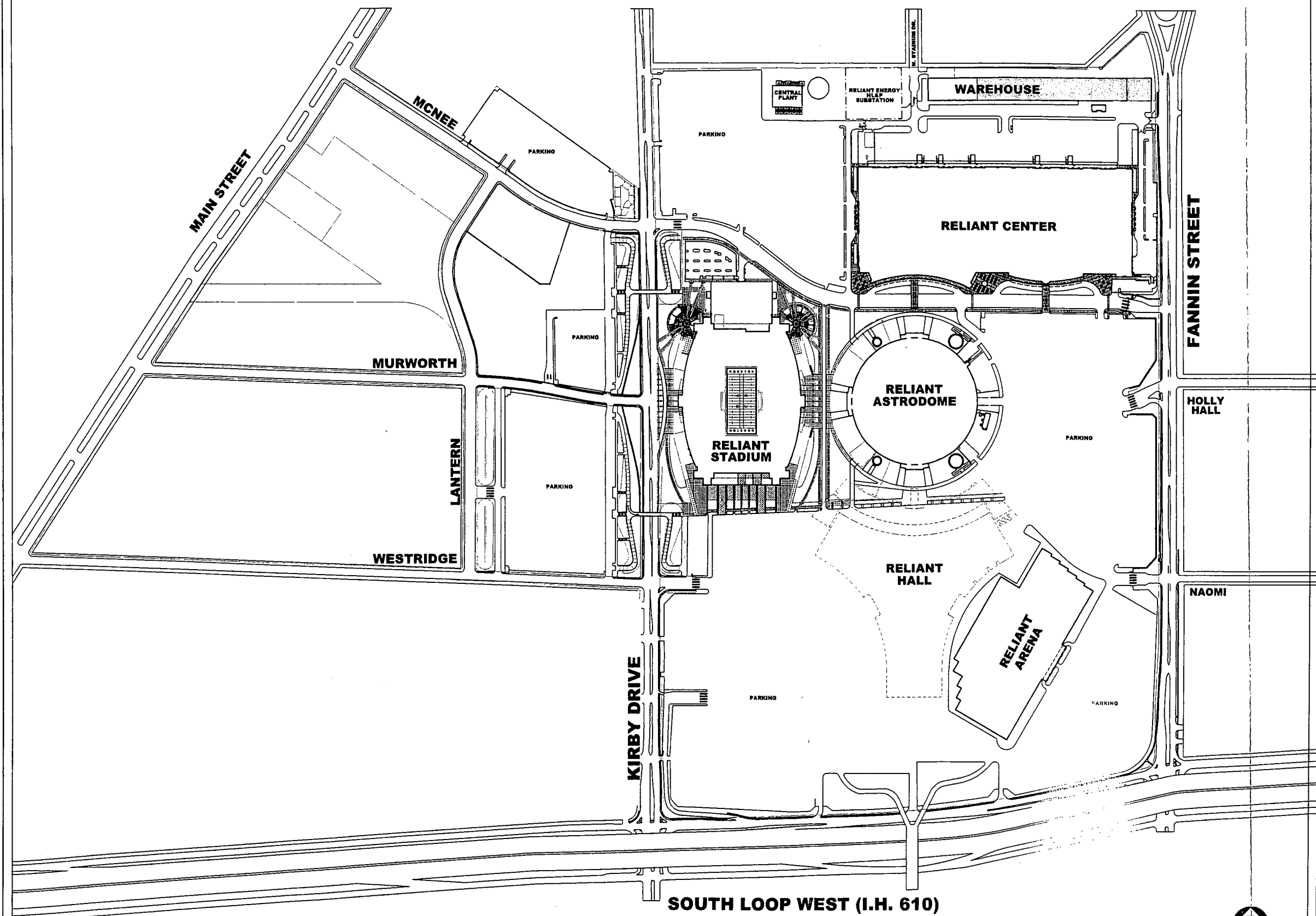
Tenant's Office/Meeting Space
includes this storage area



EXHIBIT A-16
TO
AMENDMENT

DEPICTION OF TENANT'S WAREHOUSE

[See Attached]



RELIANT PARK
5/17/01
HLSR 2000-2001
AMENDMENT TO LEASE
EXHIBIT A-16

DEPICTION OF
TENANT'S WAREHOUSE

TENANT'S WAREHOUSE



EXHIBIT B
TO
AMENDMENT

PERMITTED ENCUMBRANCES

1. An unobstructed easement 10 feet wide along a portion of the north property line, the location of which is shown on Houston Lighting & Power Company Sketch No. AR-14810-H attached to and made a part of instrument granting same, and an unobstructed aerial easement 5 feet wide from a plane 20 feet above the ground upward located south of and adjoining said 10 foot wide easement, as granted to Houston Lighting & Power Company by instrument dated February 9, 1962, recorded in Volume 4660, Page 450 of the Deed Records of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
2. An unobstructed easement 10 feet wide, the location of which is shown on Houston Lighting & Power Company Sketch No. AR-14810-H attached to and made a part of instrument granting same, as granted to Houston Lighting & Power Company by instrument dated February 9, 1962, recorded in Volume 4660, Page 450 of the Deed Records of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
3. An unobstructed easement 16 feet wide and 26 feet long for a ground type substation with the right to fence same, the location of which is shown on Houston Lighting & Power Company Sketch No. AR-14810-H attached to and made a part of instrument granting same, as granted to Houston Lighting & Power Company by instrument dated February 9, 1962, recorded in Volume 4660, Page 450 of the Deed Records of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
4. An unobstructed easement 20 feet wide, the location of which is shown on Houston Lighting & Power Company Sketch No. AR-16285-H attached to and made a part of instrument granting same, and an unobstructed aerial easement from a plane 20 feet above the ground upward, the center line of which coincides with the center line of said 20 foot wide easement, a portion of said aerial easement being 50 feet wide and a portion being 75 feet wide, as shown on said Sketch, as granted to Houston Lighting & Power Company by instrument dated January 29, 1964, recorded in Volume 5433, Page 484 of the Deed Records of Harris County, Texas. Affected by Partial Release of Easement filed for record under Clerk's File No. N663464 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
5. An unobstructed easement containing 14,125 square feet for a substation site, the location of which is shown on Houston Lighting & Power Company Sketch No. AR-16285-H revised January 25, 1964, as granted to Houston Lighting & Power Company by instrument dated

January 29, 1964, recorded in Volume 5433, Page 484 of the Deed Records of Harris County, Texas. Affected by Partial Release of Easement filed for record under Clerk's File No. N663464 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]

6. Use of private roadways for ingress and egress granted to Houston Lighting & Power Company by instrument dated January 29, 1964, recorded in Volume 5433, Page 484 of the Deed Records of Harris County, Texas. Affected by Partial Release of Easement filed for record under Clerk's File No. N663464 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
7. An unobstructed easement containing 0.082 acres of land for the enlargement of existing substation site, the location of which is shown on Houston Lighting & Power Company Sketch No. A-23233 attached to and made a part of instrument granting same with right to enclose said easement with a suitable fence, also unobstructed aerial easements from a plane 20 feet above the ground upward, the locations of which are shown on said Sketch, as granted to Houston Lighting & Power Company by instrument dated October 8, 1970, recorded in Volume 8191, Page 349 of the Deed Records of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
8. An unobstructed easement containing 0.004 acres of land for the enlargement of existing substation site, the location of which is shown on Houston Lighting & Power Company Sketch No. A-23233 dated April 27, 1970, revised December 18, 1970, attached to and made a part of instrument granting same, as granted to Houston Lighting & Power Company by instrument dated March 1, 1971, recorded in Volume 8357, Page 483 of the Deed Records of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
9. An unobstructed aerial easement 20 feet wide from a plane 15 feet above the ground upward, the location of which is shown on Houston Lighting & Power Company Sketch No. 75-0028 attached to and made a part of instrument granting same, as granted to Houston Lighting & Power Company by instrument dated June 16, 1975, filed for record July 10, 1975 under Clerk's File No. E481570 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
10. An unobstructed easement for installation operation and maintenance of electrical lines and facilities, granted to Reliant Energy Houston Lighting and Power Company, a Division of Houston Industrial Inc., dated March 9, 1999, filed for record under County Clerk's File Nos. T677491, T677492 and T677490 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
11. An Aerial easement for installation operation and maintenance of electrical lines and facilities, granted to Reliant Energy Houston Lighting and Power Company, a Division of Houston Industrial Inc., dated March 9, 1999, filed for record under County Clerk's File Nos. T677493 of the Official Public Records of Real Property of Harris County, Texas. [AS

TO THE ASTRODOMAIN PROPER ONLY.]

12. Stadium Substation Access Easement dated December 23, 1991, filed for record May 11, 1992 under Clerk's File No. N 663463 of the Official Public Records of Real Property of Harris County, Texas, executed by Harris County to Houston Lighting & Power Company for easement containing 0.018 acres of land described by metes and bounds in said instrument. [AS TO THE ASTRODOMAIN PROPER ONLY.]
13. Easement for sanitary sewer purposes as set out in Dedication dated May 16, 2000, filed for record under County Clerk's File No. U403233 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
14. Easement for the installation, operation and maintenance of electrical lines and facilities granted to Reliant Energy HL&P dated March 6, 2001, filed for record under County Clerk File Nos. U922275 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
15. Easement for the installation, operation, and maintenance of electrical liens and facilities granted to Reliant Energy HL&P dated March 6, 2001, filed for record under County Clerk's File Nos. U922277 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
16. An easement 10 feet wide along the most easterly and most westerly portions of the south property line for sanitary sewer and storm sewer purposes, granted to the City of Houston as reflected by instrument dated December 30, 1977 filed for record under Clerk's File No. F456058 of the Official Public Records of Real Property of Harris County, Texas. [AS TO PORTION OF LANDLORD'S LAND BOUNDED BY KIRBY DRIVE, MURWORTH DRIVE, LANTERN POINT AND WESTRIDGE STREET ONLY.]
17. An easement 10 feet wide along the south property line for sanitary sewer purposes granted to the City of Houston as reflected by instrument dated December 30, 1977 filed for record under Clerk's File No. F 456058 of the Official Public Records of Real Property of Harris County, Texas. [AS TO TRACT FOUR AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS UNDER CLERK'S FILE NO. R028450 ONLY.]
18. An easement 15 feet wide along the east property line and portions of the north and south property lines for sanitary sewer purposes granted to the City of Houston as reflected by instrument dated January 29, 1987 filed for record under Clerk's File No. K 949831 of the Official Public Records of Real Property of Harris County, Texas. [AS TO PORTION OF LANDLORD'S LAND BOUNDED BY KIRBY DRIVE, MURWORTH DRIVE, LANTERN POINT AND WESTRIDGE STREET ONLY.]

19. An easement 15 feet wide along the west property line and along a portion of the south property lines for sanitary sewer purposes granted to the City of Houston as reflected by instrument dated January 29, 1987 filed for record under Clerk's File No. K949831 of the Official Public Records of Real Property of Harris County, Texas. Affected by Consent to Encroachment over City Easement filed for record under Clerk's File No. T660715 of the Official Public Records of Real Property of Harris County, Texas. [AS TO PORTION OF LANDLORD'S LAND BOUNDED BY KIRBY DRIVE, MURWORTH DRIVE, LANTERN POINT AND MCNEE STREET ONLY.]
20. An easement and right-of-way across the south 487.61 feet of subject property granted to St. Catherine's Montessori, Inc. by instrument dated February 2, 1989 filed for record under Clerk's File No. M 054096 of the Official Public Records of Real Property of Harris County, Texas. [AS TO TRACT FOUR AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS UNDER CLERK'S FILE NO. R028450 ONLY.]
21. Ordinance No. 62-646 of the City of Houston establishing building lines along Kirby Drive, a certified copy of said Ordinance being recorded in Volume 4731, Page 607 of the Deed Records of Harris County, Texas.
22. Building set back line located 20 feet west of and parallel to the west property line of Kirby Drive, as set forth in the instrument recorded in Volume 4607, Page 345 of the Deed Records of Harris County, Texas.
23. Terms, provisions and conditions of that certain Parking Area Sublease dated May 16, 1975, by and between Astrodome-Astrophall Stadium Corporation, as Lessor, and Astropark, Inc., as Lessee, as evidenced by a Memorandum of Sublease dated May 16, 1975, filed for record May 24, 1975, under Clerk's File No. E 902086, Real Property Records of Harris County, Texas, as amended by First Amendment to Parking Area Sublease dated November 3, 1978, as evidenced by a Memorandum of Amendment to Sublease dated November 2, 1978, filed for record November 20, 1978, under Clerk's File No. F 862516 Real Property Records of Harris County, Texas; *provided, however*, that (i) this Permitted Encumbrance shall not affect Tenant's rights or Landlord's obligations under Section 2.5.4 of this Amendment except as provided therein and (ii) this encumbrance shall not be a Permitted Encumbrance from and after August 16, 2005 and for the remainder of the Lease Term. [AS TO THE ASTRODOMAIN PROPER ONLY.]
24. Sublease dated September 11, 1980 by and between Houston Sports Association, Inc. and Astrodome-Astrophall Stadium Corporation, as Landlord, and Harry M. Stevens, Inc., as Tenant (to which ARAMARK Corporation succeeded as Tenant) as evidenced by a Memorandum of Lease dated September 11, 1980, filed for record March 25, 1981 under Clerk's File No. G909293, Real Property Records of Harris County, Texas; Sublease and Concession Agreement dated March 2, 1990, by and between Houston Sports Association, Inc. (HSA) and Astrodome-Astrophall Stadium Corporation, as Landlord, and Harry M.

Stevens, Inc., as Tenant (to which ARAMARK Corporation succeeded as Tenant) as evidenced by Memorandum of Lease dated March 2, 1990, filed for record March 12, 1990, under Clerk's File No. M546173, Real Property Records of Harris County, Texas; *provided, however*, that such Encumbrance shall not affect any of the following rights granted to Tenant pursuant to the terms and conditions of this Amendment or any of the other Principal Project Documents to the extent that Tenant was also granted such rights under the Original Rodeo Lease: (i) any Leased Premises Branding Rights, Leased Premises Concession Rights, Leased Premises Exclusivity Rights, Leased Premises Pourage Rights or Leased Premises Service Rights, (ii) any rights to Advertising or Signage or (iii) any Intangible Property Licenses.

25. Deed Without Warranty from Houston Livestock Show and Rodeo, Inc. to Landlord dated May 17, 2001 and recorded under Harris County Clerk's File No. _____ in the Real Property Records of Harris County, Texas, and the restrictions contained therein. [AS TO THE RODEO LAND ONLY.]
26. Special Warranty Deed to be executed by Cedarcrest Property L.L.C. to Landlord to be recorded in the Real Property Records of Harris County, Texas, the form of which is shown as Exhibit "B-1" to the NFL Club Lease. [AS TO THE ADDITIONAL PARKING LAND BOUNDED BY MAIN STREET, MCNEE STREET, LANTERN POINT AND MURWORTH DRIVE AND DESCRIBED IN SUCH DEED ONLY.]

EXHIBIT C-1
TO
AMENDMENT

EVENT STAFFING AND ADDITIONAL STAFFING

Position*	May <u>NOT</u> be Provided By Tenant
Ushers	
Usher Supervisors	
Ticket Takers	
Ticket Taker Supervisors	
Ticket Sellers	
Ticket Seller Supervisors	
Will Call Personnel	
Will Call Supervisors	
Box Office Vault Managers	[X]**
Event Staff/Peer Security/Crowd Management Attendants	
Event Staff/Peer Security/Crowd Management Attendant Supervisors	[X]
Door Guards	
Door Guard Supervisors	[X]
Police/Sheriffs/Constables/Law Enforcement Personnel (other than (i) areas on the Complex Grounds where Landlord derives revenues, including parking revenues, and (ii) 24 hour security personnel)	
Police/Sheriffs/Constables/Law Enforcement Supervisors (other than (i) areas on the Complex Grounds where Landlord derives revenues, including parking revenues, and (ii) 24 hour security personnel)	
Unarmed Uniformed Security Personnel (other than (i) areas on the Complex Grounds where Landlord derives revenues, including parking revenues, and (ii) 24 hour security personnel)	
Unarmed Uniformed Security Supervisors (other than (i) areas on the Complex Grounds where Landlord derives revenues, including parking revenues, and (ii) 24 hour security personnel)	
Unarmed Non-uniformed Security Personnel (other than (i) areas on the Complex Grounds where Landlord derives revenues, including parking revenues, and (ii) 24 hour security personnel)	
Unarmed Non-uniformed Security Supervisors (other than (i) areas on the Complex Grounds where Landlord derives revenues, including parking revenues, and (ii) 24 hour security personnel)	
Stagehand Personnel	
Stagehand Supervisors or Stewards	

Housekeeping Personnel
Housekeeping Supervisors
Post Event Housekeeping Personnel
Post Event Housekeeping Supervisors
Medical Personnel
Medical Supervisors
Electricians
Projectionists
Public Address Operators
Score Board/Video Board Operators
Spotlight Operators
Telecommunications and Video Production Personnel
Any Technical or Technical Support Supervisors
Maintenance Personnel [X]
Elevator Operators
Elevator Operator Supervisors
Elevator and Escalator Technicians [X]
Personnel Required by Governmental Rule (except Governmental Rule promulgated by County that is not of general applicability to all property owned or leased by Landlord, the County or any County Affiliate)

*None of these are paid for or reimbursed by Tenant if they are (a) Landlord Staffing as set forth on Exhibit C-2, (b) Additional Staffing for which Landlord pays in accordance with Section 6.1.2.2 of this Amendment, or (c) not attributable to Tenant Events and Tenant Non-Events, and then Tenant shall pay or reimburse them only to the extent they are attributable to Tenant Events and Tenant Non-Events.

**Other than Box Office Vault Managers for Tenant's vaults, which may be provided by Tenant.

EXHIBIT C-2
TO
AMENDMENT

LANDLORD STAFFING

Assistant Box Office Managers
Box Office Receptionist
Box Office Managers
Customer Service Attendants
Customer Service Concierges Including Suites and Club Seats
Customer Service Supervisors
Engineering Supervisors
Engineers
Facility Marketing/Public Relations Staff
Facility Senior Management Staff
Facility Event Managers
Fire Department Personnel
Fire Department Personnel Supervisors
Groundskeepers and Playing Field Personnel
Maintenance Personnel Supervisors
Operations Supervisors
Parking Lot Cashiers
Parking Lot Housekeeping Attendants (Event and Post Event)
Parking Lot Housekeeping Supervisors (Event and Post Event)
Police/Sheriffs/Constables/Law Enforcement Personnel (including parking lot and traffic control)
Regular Facility Security/Non-Event Security
Roof Operators
Switchboard Operator
All personnel that would be regular staffing of the Leased Premises during any week (to be determined by mutual agreement between Landlord and Tenant and reviewed on an annual basis)

EXHIBIT D
TO
AMENDMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

That [_____, a _____] ("Assignor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) in hand paid to Assignor by [_____, a _____] ("Assignee"), and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by Assignor, has TRANSFERRED and ASSIGNED, and by these presents does TRANSFER and ASSIGN unto the said Assignee all of Assignor's right, title and interest in, to and under the following:

1. The 2000 Amendment to Lease dated _____, by and between Houston Livestock Show and Rodeo, Inc. ("Rodeo"), as Tenant, and Harris County Sports & Convention Corporation (the "Corporation"), as Landlord, and the Original Lease referred to therein (the "Existing Rodeo Lease");
- [2. The HLSR Stadium Lease Agreement dated _____, by and between Rodeo, as Tenant, and Corporation, as Landlord (the "Stadium Lease");]
3. The Insurance Fund (as said terms are defined in the Existing Rodeo Lease);
- [4. The Rodeo License Agreement dated _____ by and between the Rodeo, as Licensee, and the Corporation, as Licensor (the "Rodeo License Agreement");]
- [5. The Project Agreement dated _____ by and among the Rodeo, Houston NFL Holdings, L.P. (the "NFL Club") and the Corporation (the "Project Agreement");]
- [6. The Stadium Tri-Party Agreement dated _____ by and among the Rodeo the NFL Club and the Corporation (the "Stadium Tri-Party Agreement");]
- [7. The HLSR Recognition, Non-Disturbance and Attornment Agreement dated _____ by and among the Corporation, the Rodeo and Harris County, Texas. (the "Recognition Agreement"); and]
- [8. The Funding Agreement dated _____ by and among Harris County-Houston Sports Authority, the Corporation, the NFL Club and the Rodeo.]

ACCEPTANCE AND ASSUMPTION

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignee, Assignee hereby (i) agrees to be bound by all of the terms, conditions and provisions of [the Stadium Lease,] the Existing Rodeo Lease[, the Rodeo License Agreement, the Project Agreement, the Stadium Tri-Party Agreement, the Recognition Agreement and the Funding Agreement] and (ii) assumes full responsibility, on and after the Effective Date, for the performance of all the duties and obligations of Assignor under [the Stadium Lease,] the Existing Rodeo Lease[, the Rodeo License Agreement, the Project Agreement, the Stadium Tri-Party Agreement, the Recognition Agreement and the Funding Agreement] arising on and after the Effective Date.

ASSIGNEE'S REPRESENTATIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignee, Assignee hereby represents and warrants to Assignor and the Corporation, as of the Effective Date, as follows:

- (a) Assignee is a [_____] duly formed, valid existing, and in good standing under the laws of [_____], with all necessary constituent power and authority to carry on its present business and to enter into this Assignment and Assumption Agreement and consummate the transactions herein contemplated;
- (b) Neither the execution and delivery of this Assignment and Assumption Agreement by Assignee nor the performance by the Assignee of its obligations hereunder or under [the Stadium Lease,] the Existing Rodeo Lease[, the Stadium Tri-Party Agreement, the Rodeo License Agreement, the Project Agreement, the Recognition Agreement or the Funding Agreement] will (i) violate any statute, rule, regulation, judgment, order, decree, stipulation, injunction, charge, or other restriction of any Governmental Authority (as said term is defined in the Existing Rodeo Lease) or court to which Assignee is subject or any provision of any charter or by-laws or constituent documents, as applicable, of Assignee or (ii) conflict with, result in a breach of, constitute default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest or other agreement to which Assignee is a party or by which Assignee or its assets are bound;
- (c) All proceedings required to be taken by or in behalf of Assignee to authorize Assignee to execute and deliver this Assignment and Assumption Agreement and to perform the covenants, obligations and agreement of Assignee hereunder have been duly taken. No consent to the execution or delivery of this Assignment and Assumption Agreement or the performance by Assignee of its covenants, obligations, and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative or administered body, Governmental Authority or any other Person, other than any such consent

which has already been unconditionally given.

(d) This Assignment and Assumption Agreement constitutes the valid and legally binding obligation of Assignee, enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of creditor's rights generally and by general principles of equity whether applied in any proceeding at law or in equity.

(e) There is no action, suit, claim, proceeding or investigation pending or to the Assignee's knowledge currently threatened against Assignee that questions the validity of this Assignment and Assumption Agreement or the transactions contemplated herein or that could either individually or in the aggregate have material adverse effect on the assets, conditions, affairs, or prospects of Assignee, financially or otherwise, or any change in the current equity ownership of Assignee, nor is Assignee aware that there is any basis for any of the foregoing.

EXECUTED by Assignor as of [_____, _____] (the "**Effective Date**").

ASSIGNOR:

[_____]

By: _____

Name: _____

Title: _____

EXECUTED by Assignee as of the Effective Date.

ASSIGNEE:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT E
TO
AMENDMENT

FORM OF MEMORANDUM OF AMENDMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS MEMORANDUM OF AMENDMENT (this "**Memorandum**") is made and entered into effective as of the 17th day of May, 2001, by and between **HARRIS COUNTY SPORTS & CONVENTION CORPORATION**, a local government corporation organized under the laws of the State of Texas ("**Landlord**") and **HOUSTON LIVESTOCK SHOW AND RODEO, INC.**, a Texas not-for-profit corporation ("**Tenant**").

RECITALS

A. Tenant has certain existing rights to the use and occupancy of the Astrodomain Complex (other than the Stadium) pursuant to the Original Rodeo Lease.

B. Pursuant to the Prime Lease and the Prime Assignment, Landlord has (i) leased the Astrodomain Complex and the Additional Parking Land, among other property, from the County subject to the rights of the Rodeo under the Original Rodeo Lease and (ii) assumed and agreed to perform all of the obligations of the landlord under the Original Rodeo Lease.

C. Landlord and Tenant have entered into that certain HLSR 2001 Amendment to Lease (the "**Amendment**") dated effective as of May 17, 2001 (the "**Effective Date**"), pursuant to which Landlord and Tenant amended the Original Rodeo Lease, including certain interests and rights in and to the land described on Exhibit "A" attached hereto and incorporated herein.

D. Landlord and Tenant desire to execute this Memorandum to provide notice of Tenant's rights, titles and interest under the Amendment in and to the Leased Premises.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section 1. **Definitions and Usage.** Unless the context shall otherwise require, capitalized terms used in this Memorandum shall have the meanings assigned to them in the Amendment, which also contains rules as to usage that shall be applicable herein.

Section 2. **Lease.** The Leased Premises has been leased to Tenant pursuant to the terms

and conditions of the Amendment, which is incorporated by reference in its entirety in this Memorandum. In the event of any conflict or inconsistency between this Memorandum and the Amendment, the Amendment shall control.

Section 3. Lease Term. Landlord has leased the Leased Premises to Tenant for a term commencing on the Effective Date and, unless (a) sooner terminated in accordance with the provisions of the Amendment or (b) extended due to a Stub Period as described in Section 3.1 of the Amendment, ending at 11:59 p.m. on the date that is the latter of (i) August 1, 2032 or (ii) the Stadium Lease Expiration Date.

Section 4. Successors and Assigns. This Memorandum and the Amendment shall bind and inure to the benefit of the Parties and their respective successors and assigns, subject however, to the provisions of the Amendment regarding assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Memorandum has been executed by Landlord and Tenant as of the date first above written.

LANDLORD:

**HARRIS COUNTY SPORTS &
CONVENTION CORPORATION**

By: _____
Name: _____
Title: _____

TENANT:

**HOUSTON LIVESTOCK SHOW AND RODEO,
INC.**

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on May _____, 2001 by _____, _____ of Harris County Sports & Convention Corporation, a local government corporation organized under the laws of the State of Texas, on behalf of said corporation.

{SEAL}

Printed Name: _____
Notary Public in and for the
State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on May _____, 2001 by _____, _____ of Houston Livestock Show and Rodeo, Inc., a Texas not-for-profit corporation, on behalf of said corporation.

{SEAL}

Printed Name: _____
Notary Public in and for the
State of Texas
My Commission Expires: _____

EXHIBIT F
TO
AMENDMENT

EXISTING RODEO LEASE

1. Memorandum of Agreement dated March 5, 1964 by and between the Houston Sports Association, Inc., a Texas corporation ("**HSA**") and Tenant and approved by the County, a certified copy of said instrument being filed for record on November 10, 1992 under Clerk's file No. N950789 of the Real Property Records of Harris County, Texas..
2. Supplement to Memorandum of Agreement dated April 13, 1964 by and between HSA and the County and joined in by Tenant, a certified copy of said instrument being filed for record on November 10, 1992 under Clerk's File No. N950790 of the Real Property Records of Harris County, Texas.
3. Letter Agreement dated August 17, 1967 by and between HSA and Tenant.
4. Letter Agreement dated February 13, 1969 between HSA and Tenant.
5. Letter Agreement dated April 10, 1974 between Astrodome-Astrohall Stadium Corporation, a Texas corporation and successor in interest to HSA ("**AASC**") and Tenant.
6. Commissioners Court Order Relating to Various Facilities at Stadium Park dated November 14, 1974, a certified copy of said instrument being filed for record on November 10, 1992 under Clerk's File No. N950791 of the Real Property Records of Harris County, Texas.
7. Second Supplement to Memorandum of Agreement dated November 14, 1974 by and between AASC and Tenant and joined in by the County, a certified copy of said instrument being filed for record on November 10, 1992 under Clerk's File No. N950791 of the Real Property Records of Harris County, Texas.
8. Third Supplement to Memorandum of Agreement dated November 14, 1974 by and between AASC and Tenant and joined in by the County, a certified copy of said instrument being filed for record on November 10, 1992 under Clerk's File Nos. N950791 and N950792 of the Real Property Records of Harris County, Texas.
9. Letter Agreement dated January 19, 1981 between HSA and Tenant.
10. Letter Agreement dated December 5, 1988 between Tenant and the County.
11. Agreement dated February 14, 1989 by and between the County and Tenant.

12. Agreement dated November 21, 1989 by and between the County and Tenant.
13. Agreement dated July 16, 1992 by and between Tenant and HSA.
14. Letter Agreement dated March 6, 1996 by and between Tenant and Houston McLane Company, Inc., a Texas corporation ("McLane").
15. Third Amendment to Restated Lease and Amendments dated May 7, 1996 by and among the County, Astrodome U.S.A., a division of McLane and a Texas corporation ("AUSA"), HSA, AASC and Tenant, a copy of said instrument being filed for record on May 16, 1996 under Clerk's File No. R928153 of the Real Property Records of Harris County, Texas..
16. Agreement dated October 8, 1996 by and between Tenant and McLane d/b/a AUSA.