
LICENSE AGREEMENT

by and between

HARRIS COUNTY-HOUSTON SPORTS AUTHORITY,
as Licensor,

and

HOUSTON McLANE COMPANY, INC.,
d/b/a Houston Astros Baseball Club,
as Licensee

The Ballpark at Union Station
Houston, Texas

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APPENDICES AND EXHIBITS

APPENDICES:

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement") is made and entered into effective as of the 17th day of June, 1998 (the "Effective Date"), by and between HARRIS COUNTY-HOUSTON SPORTS AUTHORITY ("Licensor"), a sports and community venue district created under Chapter 335 of the Texas Local Government Code, and HOUSTON McLANE COMPANY, INC., d/b/a Houston Astros Baseball Club ("Licensee"), a Texas corporation. Licensee and Licensor collectively are referred to herein as the "Parties."

RECITALS

A. The project known as "The Ballpark at Union Station" includes the design, development, construction, and furnishing of the Stadium and the renovation and improvement of the existing Union Stadium Building, pursuant to the Project Agreement and the use and operation thereof by Licensee pursuant to the Stadium Lease.

B. In conjunction with execution of the Stadium Lease, Licensor and Licensee are executing and entering into this License Agreement for the license by Licensor to Licensee of certain intangible property rights related to, among other things, the Stadium and the Union Station Building for the purposes and uses permitted hereunder, on, subject to and in accordance with the terms hereof.

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, Licensor and Licensee do hereby agree as follows:

ARTICLE 1

GENERAL LICENSE TERMS: **REPRESENTATIVES OF THE PARTIES**

Section 1.1 Definitions and Usage. Unless the context shall otherwise require, capitalized terms used in this License Agreement shall have the meanings assigned to them in the Glossary of Defined Terms attached hereto as Appendix A, which also contains rules as to usage that shall be applicable herein.

Section 1.2 Licensor Representative. On or before thirty (30) days after the Effective Date, Licensor shall designate a committee of any three (3) individuals to be the Licensor Representative (the "Licensor Representative") and provide Licensee with written notice of the identity of the individuals so designated. Licensor shall have the right, from time to time, to change any or all of the Persons who are the Licensor Representative by giving Licensee written notice thereof. With respect to any action, decision or determination which is to be taken or made by Licensor under this License Agreement, the Licensor Representative may take such action or make such decision or determination or shall notify Licensee in writing of the Person(s) responsible for such action, decision or determination and shall forward any communications and documentation to such Person(s) for response or action. Actions, decisions or determinations by the Licensor Representative on behalf of Licensor shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this License Agreement, in which case, actions taken by the Licensor Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Licensor Representative shall be binding on Licensor; provided, however, the Licensor Representative shall not have any right to modify, amend or terminate this License Agreement.

Section 1.3 Licensee Representative. On or before thirty (30) days after the Effective Date, Licensee shall designate a committee of one or more individuals to serve as the Licensee Representative (the "Licensee Representative") and provide Licensor with written notice of the individuals so designated. Licensee shall have the right, from time to time, to change any or all of the individuals who are the Licensee Representative by giving Licensor written notice thereof. With respect to any action, decision or determination to be taken or made by Licensee under this License Agreement, the Licensee Representative may take such action or make such decision or determination or shall notify Licensor in writing of the Person(s) responsible for such action, decision or determination and shall forward any communications and documentation to such Person(s) for response or action. Actions, decisions or determinations by the Licensee Representative on behalf of Licensee shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this License Agreement, in which case, actions taken by the Licensee Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Licensee Representative shall be binding on Licensee; provided, however, the Licensee Representative shall not have any right to modify, amend or terminate this License Agreement.

ARTICLE 2

GRANT OF LICENSES

Section 2.1 Grant of Intangible Property Licenses. In consideration of and pursuant to the covenants, agreements, and conditions set forth herein:

2.1.1 Intangible Property Licenses. Licensors do hereby grant and license to Licensee for the Term the following rights (collectively, the "Intangible Property Licenses"), with full power to sublicense such rights, which Intangible Property Licenses shall, except as provided herein, be the exclusive licenses of Licensee for the Term:

(a) **The Ballpark at Union Station.** Subject to the provisions of Section 2.4 below, the right to (i) use the name "The Ballpark at Union Station" and any Symbolic Representation of the Leased Premises or any part thereof, (ii) display such name or Symbolic Representation, and any associated trademark, service mark, symbol, logo, design, slogan, emblem, motto or brand on or from the Leased Premises and on items of personalty within and outside the Leased Premises, (iii) contract from time to time with any Person or Persons on such terms as Licensee determines with respect to the use and enjoyment of such name, or symbolic representation, and any associated trademark, service mark, symbol, logo, design, slogan, emblem, motto or brand, (iv) the full use and enjoyment of such name and Symbolic Representation and all associated trademarks, service marks, symbols, logos, designs, slogans, emblems, mottos or brand designation anywhere in the Exclusive Area, and (v) all licenses granted to Licensors under or pursuant to the Construction Documents (collectively, the "Ballpark at Union Station Rights"), the license of which is herein referred to as the "Ballpark at Union Station License";

(b) **Naming Rights.** Subject to the provisions of Section 2.3.6 below, the right to (i) name the Leased Premises, any portion thereof, and any products and services associated with the Leased Premises, whether or not provided within the Leased Premises, (ii) give or designate attribution for the Leased Premises or any portion thereof, (iii) display such name or attribution, and any associated trademark, service mark, symbol, logo, design, slogan, emblem, motto or brand or team designation, on or from the Leased Premises and on items of personalty within and outside the Leased Premises, (iv) from time to time change the name of or attribution for the Leased Premises or any portion thereof, (iv) contract from time to time with any Person or Persons on such terms as Licensee determines with respect to the naming of or attribution of the Leased Premises or any portion thereof (a "Naming

Rights Agreement"), and (v) the full use and enjoyment thereof (collectively, the "Naming Rights"), the license of which is herein referred to as the "Naming Rights License";

(c) **Advertising Rights**. The right to the full use and enjoyment of, and to control and contract with respect to, any advertising in, on or of, or other economic exploitation of, the Leased Premises or any part hereof and all events and activities at the Leased Premises, including, without limitation, (i) Signage, (ii) advertising displayed on items worn or carried by the personnel at any events and activities at the Leased Premises (such as ushers and ticket takers), (iii) ticket advertising, (iv) sponsorship of events and activities, (v) all trademarks, symbols, logos, designs, slogans, emblems, mottos, brand or team designations, or other forms of advertising affixed to or included with cups, hats, t-shirts and other concession or promotional items associated with sponsorships of any events and activities at the Leased Premises, (vi) Sublicensee or other sponsor advertising on concession or give away merchandise, (vii) Blimp advertising, (viii) programs, pocket schedules, year books, so called "glow benches" and "ad sleeves," and all other print and display advertising, (ix) advertising of concessions within the Leased Premises (including menu boards and point of purchase concession advertising), (x) announcements made on the Leased Premises' audio or video public address systems (including public service announcements), (xi) the Playing Field related advertising, and (xii) advertising, including product tie-ins, in connection with the Ballpark at Union Station Rights, Naming Rights, Broadcast Rights or Telecommunication Rights (collectively, the "Advertising Rights"), the license of which is herein referred to as the "Advertising Rights License";

(d) **Broadcast Rights**. The right to the full 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 and television 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 events at the Leased Premises (collectively, the "Broadcast Rights"), the license of which is herein referred to as the "Broadcast Rights License";

(e) **Telecommunications Rights**. The right 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 or any part thereof, including the right to sell or license the right to provide Telecommunications Products or Services on an exclusive or nonexclusive basis (collectively, the

"Telecommunications Rights"), the license of which is herein referred to as the "Telecommunications Rights License"; and

(f) **Marks and Copyright Rights.** All of the rights of Licensor associated with or necessary for the full use and enjoyment of the foregoing Intangible Property Rights pursuant to this License Agreement 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 Copyrights (collectively, the "Marks and Copyright Rights"), except that the right to register the Marks and Copyrights for the name "The Ballpark at Union Station" shall be shared with Licensor and no other Person.

2.1.2 Existing Licenses. The Ballpark at Union Station Rights and the Ballpark at Union Station License are subject and subordinate to and only to the licenses previously granted by Licensor with respect to the same described on Exhibit A attached hereto (the "Existing Licenses"). Licensor covenants and agrees that without the prior consent of Licensee, which consent shall not be unreasonably withheld, conditioned or delayed, Licensor will not (i) voluntarily, involuntarily, by operation of law or otherwise, sell, assign or transfer any of the Existing Licenses to any Person other than Licensee, (ii) terminate any of the Existing Licenses, (iii) waive or release any of the respective obligations of any Person under any of the Existing Licenses or (iv) in any way voluntarily renew, extend, modify or amend any of the Existing Licenses. Further, Licensor hereby conveys, transfers and assigns the Existing Licenses to Licensee and agrees to notify all parties to such Existing Licenses of such assignment. In the event any such Existing License expires or is terminated for any reason during the Term, all rights under such Existing Licenses shall revert to Licensee as part of the Ballpark at Union Station Rights and the Ballpark at Union Station License.

Section 2.2 Title; No Infringement. Licensor represents, warrants and covenants to Licensee that (i) as of the Effective Date Licensor has not granted or licensed to any Person (other than Licensee) any right, title or interest in and to the Intangible Property Rights except as provided in Section 2.1.2, (ii) as of the Effective Date Licensor's right, titles and interest in and to the Intangible Property Rights are free and clear of any and all Liens of any kind or nature whatsoever except for Liens to secure a Project Financing and no other Debt, as permitted under Section 6.1 hereof, (iii) as of the Effective Date Licensor has full right, power and authority to grant to Licensee all of Licensor's right, title and interest in and to the Intangible Property Rights as granted to Licensee hereunder, (iv) Licensor has not and will not (1) seek federal copyright/trademark registration of any Marks or Copyrights associated with the name "The Ballpark at Union Station," unless the same has been approved by the Licensee, which approval shall be limited to the style and design of the same and not be unreasonably withheld, conditioned or delayed, (2) grant any other Person the same or similar rights or licenses as the Intangible Property Rights and Intangible

Property Licenses herein granted to Licensee, the Intangible Property Licenses being exclusive to Licensee, except as provided in Section 2.1.2, or (3) register, or permit any Person to register, any Marks or Copyrights relating to the Intangible Property Rights (other than those specified in clause (1) hereof) with any Governmental Authority, and (v) as of the Effective Date, to the best of Licensor's knowledge and belief, Licensor's ownership and use of the Intangible Property Rights do not, and the grant and license to Licensee of Licensor's right, titles and interests in and to the Intangible Property Rights pursuant to the terms and conditions stated herein do not infringe on the rights of any other Person.

Section 2.3 Scope and Limitations on Intangible Property Licenses.

2.3.1 Exclusive or Restriction Provisions. Licensor and Licensee acknowledge that certain exercises of the Intangible Property Licenses, including the sublicensing of Intangible Property Rights in accordance with Section 5.2 hereof, may confer substantial benefits on Licensee if Licensee agrees to certain exclusive or restrictive provisions. Subject to the other provisions of this License Agreement, Licensee shall be permitted to enter into Sublicenses regarding the Intangible Property Rights as it finds desirable, including Sublicenses imposing restrictions or granting rights of exclusivity. All such Sublicenses shall at all times be subject and subordinate to this License Agreement, including any expiration or earlier termination hereof.

2.3.2 Other Rights. Anything to the contrary herein notwithstanding, in no event shall any intangible property or intangible property rights of or owned, held, or controlled by either Party other than the Intangible Property Rights granted and licensed by Licensor to Licensee hereunder ("Other Rights") be deemed a part of or subject to this License Agreement. The Parties do not intend, nor shall the terms of this License Agreement be deemed, to impair or restrict either Party's use or enjoyment of its Other Rights in the Exclusive Area.

2.3.3 Rights of Licensee to Revenues. Subject to the rights of Landlord specified in Section 2.6 with respect to the application of income from any Brick Pavers Program, Licensee shall be entitled to, and is hereby granted 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 the Intangible Property Licenses, including, without limitation, all gross revenues, royalties, license and use fees, concession fees and income and receipts of any nature, including, without limitation, those arising from (i) all Ballpark at Union Station Rights, (ii) all Naming Rights, including, but not limited to, the naming of, or the sale, lease or license of the right to name, the Leased Premises or any portion thereof, (iii) all Advertising Rights, including, but not limited to, the sale, lease, licensing of, or granting concessions with respect to, advertising and other promotional rights of every nature, including those from Signage (interior or exterior) and printed

material (including publications, tickets, programs, photographs, scorecards, media guides, yearbooks or flyers), (iv) all Broadcast Rights, (v) all Telecommunications Rights, including, but not limited to, the sale, lease or licensing of, or granting concessions with respect to, Telecommunications Products or Services for the Leased Premises or any portion thereof or the right to provide Telecommunications Products or Services to the Leased Premises or any portion thereof, and (vi) all Marks and Copyright Rights.

2.3.4 Rights to Defend Marks and Copyrights.

2.3.4.1 Licensee's Marks and Copyrights. Except as provided in Section 2.3.4.2 below, during the Term or the life of the Marks and Copyrights, whichever is shorter, Licensee is empowered, but shall have no obligation:

(a) To bring suit in its own name or, if required by law, jointly with Licensor, at Licensee's expense, for infringement of the Intangible Property Licenses in the Exclusive Area;

(b) To enjoin infringement in any such suit and to collect for Licensee's use, damages, profits and awards of whatever nature recoverable for such infringement; and

(c) 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.

Licensor agrees to cooperate with Licensee so that Licensee may fully exercise, perfect, enjoy and maintain the Intangible Property Rights granted hereunder, including, without limitation, at Licensee's request and expense, joining in the actions described in above clauses (a), (b), and (c) of this Section 2.3.4.1.

2.3.4.2 Ballpark at Union Station Marks and Copyrights. In the event Licensor or Licensee obtains any Marks or Copyrights with respect to the name "The Ballpark at Union Station," (i) such Marks and Copyrights shall be included in the Ballpark at Union Station License and (ii) during the Term or the life of such Marks and Copyrights, whichever is shorter, (x) Licensee shall not abandon such Marks or Copyrights, except as provided below in subparagraph (b) of this Section 2.3.4.2, (y) Licensee shall be obligated to use commercially reasonable efforts to defend such Marks and Copyrights as provided below in subparagraph (a) of this Section 2.3.4.2, and (z) Licensor shall have the right, but not the obligation, to defend such Marks and Copyrights as provided below in subparagraph (b) of this Section 2.3.4.2.

(a) Except to the extent that Licensee has notified Licensor that Licensee has elected to relinquish to Licensor any Marks or Copyrights for the name "The Ballpark at Union Station" as provided below in subparagraph (b) of this Section 2.3.4.2, Licensee shall use commercially reasonable efforts to defend any Marks or Copyrights for the name "The Ballpark at Union Station" against any infringement from time to time known to Licensee. In such regard, Licensee shall have the right to:

(i) Bring suit in its own name or, if required by law, jointly with Licensor, at Licensee's expense, against any known infringement of such Mark or Copyright;

(ii) Seek an injunction of any known infringement in any such suit and to collect for Licensee's use, damages, profits and awards of whatever nature recoverable for such infringement; and

(iii) Settle any claim or suit for infringement in the Exclusive Area, including granting the infringing party a Sublicense under the terms and conditions permitted in this License Agreement, but no such settlement shall diminish or relinquish any rights of Licensor to recover any damages suffered or incurred as a result of such infringement unless Licensor has consented to the same, which consent shall not be unreasonably withheld or delayed.

Licensor agrees to cooperate with Licensee so that it may fully exercise, perfect, enjoy and maintain such Marks and Copyrights, including, without limitation, at Licensee's request and expense, joining in the actions described above in clauses (a)(i), (a)(ii), and (a)(iii) of this Section 2.3.4.2.

(b) In lieu of undertaking to defend any Marks or Copyrights for the name "The Ballpark at Union Station" against any infringement, as required under subparagraph (a) of this Section 2.3.4.2, Licensee shall have the right to relinquish to Licensor the license herein granted to use such Marks or Copyrights with respect to the particular defined area or defined field of use infringed upon by delivering written notice thereof to Licensor within thirty (30) days after the date Licensee receives notice of such infringement. In such circumstances, (i) the license herein granted with respect to such Marks and Copyrights shall be relinquished to Licensor with respect to the defined area or defined field of use described in any such notice from Licensee and any such Mark or Copyright obtained by Licensee shall be licensed to Licensor with respect to such defined area or defined field of use, (ii) Licensor shall have the right, but not the obligation, to take the actions described above in subparagraph (a) of this Section 2.3.4.2 with respect to such infringement in the defined area or defined field of use described in Licensee's notice, all at Licensor's cost and expense,

(iii) Licensee shall cooperate with Licensor in such action so that Licensor may fully exercise, perfect, and enjoy and maintain such Marks and Copyrights in the defined area or defined field of use, including, without limitation, at Licensor's request and expense, joining in the actions described above in subparagraph (a) of this Section 2.3.4.2, and (iv) any such relinquishment to Licensor of such Marks or Copyrights with respect to a particular defined area or defined field of use shall not limit or reduce Licensee's rights with respect to such Marks or Copyrights in any other portion of the Exclusive Area or any other field of use that is not described in the foregoing notice from Licensee to Licensor.

2.3.5 Duration. The period (i) during which any name given to the Leased Premises or any portion thereof under the Naming Rights License by Licensee or by another Person pursuant to a Naming Rights Agreement shall apply, and the Naming Rights License shall exist, and (ii) during which any other Sublicense of other Intangible Property Rights shall exist, shall in no event extend beyond or survive the end of the Term.

2.3.6 Naming Rights. Given Licensor's substantial interest in the Leased Premises and the public character thereof, Licensee shall not permit any name to be given to the Leased Premises or any portion thereof without the prior approval of Licensor, which approval is hereby deemed to have been given unless the proposed name (i) violates any applicable Governmental Rule, (ii) is inappropriate for the general location of the Leased Premises or the character or use of the Stadium as a professional sports facility, (iii) promotes a Prohibited Use in the Leased Premises, or (iv) would reasonably cause embarrassment, contumely, or obloquy to Licensor, the City or County (including, without limitation, names containing slang, barbarisms, racial epithets, obscenities or profanity, that relate to any sexually oriented business or enterprise, or that contain any overt political reference). In the event it is determined that a proposed name for the Leased Premises violates the restrictions contained in the preceding clauses (i), (ii), (iii) or (iv), Licensor may withhold its approval of such name in its sole discretion. Notwithstanding anything to the contrary contained in this License Agreement, Licensor and Licensee agree that any name for the Leased Premises or any portion thereof that includes the corporate or trade name of any current partner of Sports Facilities, L.P. will be deemed to be in compliance with the restrictions contained in such clauses (i), (ii), (iii) and (iv) and Licensor's approval of the same shall be deemed to have been given. If Licensor's consent is required under this Section 2.3.6, Licensor shall be deemed to have given its approval to any name requested by Licensee unless, within twenty (20) days following receipt of Licensee's request for such approval, Licensor notifies Licensee in writing of Licensor's disapproval and furnishes Licensee the reason for such disapproval in reasonable written detail.

2.3.7 Compliance with Governmental Rules. Licensee shall, throughout the Term, within the time periods permitted by applicable Governmental Rules, comply or cause

compliance with all Governmental Rules applicable to the Intangible Property Rights. Licensee shall, however, have the right to contest the validity or application of any Governmental Rule, and if Licensee 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 Rights, Licensee may postpone compliance until the final determination of such contest, provided, however, that such contest is prosecuted with due diligence, except that Licensee shall not so postpone compliance therewith in such a manner as to subject Licensor to any prosecution for a criminal act. Even though a Lien against the Intangible Property Rights may be imposed by reason of such noncompliance, Licensee may nevertheless delay compliance therewith during contest thereof provided that Licensee furnishes Licensor with Adequate Security against any loss by reason of such Lien and effectively prevents foreclosure thereof.

Section 2.4 Use of Name by Licensor.

2.4.1 Rights Reserved by Licensor. Notwithstanding anything to the contrary contained in this License Agreement, Licensor hereby reserves the following:

(a) The non-exclusive right to use (but not sublicense) the name "The Ballpark at Union Station" and Marks and Copyrights relating thereto solely for the purpose of promoting the general business activities of Licensor, and no other purpose, for so long as and only for so long as Licensee does not have a valid and subsisting Naming Rights Agreement pursuant to which the Leased Premises are given a different name or that limits the use of the name "The Ballpark at Union Station" or any Marks or Copyrights relating thereto, such uses to include the following:

(i) Brochures and promotional materials describing the Licensor and/or the facilities developed by the Licensor; and

(ii) Licensor's letterhead, business cards or web page;

(b) The non-exclusive right to use (but not sublicense) any Symbolic Representation of the Leased Premises for the above listed purposes, so long as such Symbolic Representation is approved by Licensee, such approval to be limited to the style and design of the same and not to be unreasonably withheld, delayed or conditioned; and

(c) The non-exclusive right to obtain a registration of a Copyright or Mark for the name "The Ballpark at Union Station" as approved by Licensee, such approval to be limited to the style and design of the same and not to be unreasonably withheld, delayed or conditioned.

2.4.2 Adoption of Licensee's Nomenclature. From and after the date Licensee notifies Licensor of (1) Licensee's exercise of any one or more of the Naming Rights or (2) the existence of a Naming Rights Agreement, Licensor shall (i) adopt the nomenclature designated in such Naming Rights Agreement for the Leased Premises or the portion thereof covered by such Naming Rights Agreement, and (ii) refrain from using any other nomenclature for the Leased Premises or such portion thereof in any documents, press releases, Signage and directional signage to the Leased Premises, or promotional materials produced or disseminated in connection with the Leased Premises or events or activities therein.

2.4.3 License for Licensee's Nomenclature. In the event pursuant to the provisions of Section 2.4.2 Licensor is required to adopt the nomenclature designated by Licensee for the Leased Premises, Licensee will grant and license to Licensor for the period that Licensor is required to use such nomenclature the non-exclusive, royalty free right to use such nomenclature for the same purposes and uses specified above in Section 2.4.1(a).

Section 2.5 Indemnification.

2.5.1 Licensee's Agreement to Indemnify. Licensee shall, except as provided herein, defend, protect, indemnify and hold Licensor and its officers, directors, employees, and agents harmless from and against any and all liabilities, damages, suits, claims and judgments for infringement (including, without limitation, reasonable attorneys fees and expenses), arising from or in connection with any use of the Intangible Property Rights by Licensee or any of Licensee's agents, employees, sublicensees or contractors. Notwithstanding the foregoing, Licensee shall not be liable for any liabilities, damages, suits, claims or judgments for infringement (including, without limitation, reasonable attorney's fees and expenses) arising from or in connection with Licensor's violation of any provisions of this License Agreement or any applicable Governmental Rules, provided such violation is not caused by the nomenclature Licensor is required to adopt pursuant to Section 2.4.2.

2.5.2 Conduct of Claims. The Party entitled to indemnification under this Section 2.5 ("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 2.5, 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 2.5.2 in sufficient time to permit the Indemnifying Party to defend against such matter and to make a timely response thereto, including, without limitation, 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, (i) the Indemnifying Party shall not be liable for any settlement thereof which is made without its consent and (ii) 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) 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 2.5 or conferences with representatives of or counsel for such Person.

2.5.3 Survival. The indemnities contained in this Section 2.5 shall survive the expiration or earlier termination of this License Agreement, but only insofar as such indemnities relate to any liabilities, damages, suits, claims or judgements that arose prior to the expiration or earlier termination of this License Agreement.

Section 2.6 Brick Pavers. Licensors and Licensee agree that the right to name or give attribution to paving stones located at the Leased Premises, whether brick or other paving stone material, (herein referred to as "Brick Pavers") is included in the Naming Rights and Naming Rights License granted to Licensee under this License Agreement. Notwithstanding the foregoing, Licensee agrees that during the period of time commencing on the Effective Date and ending on a date that is one (1) year after the Lease Commencement Date, Licensors shall have the right to implement a

program and/or promotion to raise funds from the naming or attribution of Brick Pavers on the terms and conditions provided in this Section 2.6 and apply the proceeds thereof in accordance with the provisions of this Section 2.6. Any such program and/or promotion initiated or conducted by or on behalf of Licensor and the design and installation of any Brick Pavers in connection therewith is herein referred to as the "Brick Pavers Program." The Brick Pavers Program shall be restricted to a maximum sales price and/or contribution amount of One Thousand and No/100 dollars (\$1,000) per Brick Paver. Licensor and Licensee agree that Licensee shall have the right to implement a program and/or promotion to raise funds from the naming or attribution of Brick Pavers, but during the period of time commencing on the Effective Date and ending on a date that is one (1) year after the Lease Commencement Date any such program and/or promotion implemented by Licensee shall be restricted to a sales price and/or contribution amount in excess of One Thousand and No/100 Dollars (\$1,000) per Brick Paver unless Licensor notifies Licensee that Licensor does not intend to implement a Brick Pavers Program during such period of time. Prior to the time Licensor commences any such Brick Pavers Program, Licensor shall (i) obtain Licensee's approval of the general parameters and terms of the Brick Pavers Program and the location and size of the Brick Pavers involved in any such Brick Pavers Program, such approval not to be unreasonably withheld, conditioned or delayed; and (ii) notify Licensee of Licensor's selection of one (1) of the two (2) choices specified below for sharing between Licensor and Licensee of the income and revenues received by or on behalf of Licensor from or as a result of the Brick Pavers Program. All gross income and revenues received by or on behalf of Licensor from or as a result of the Brick Pavers Program shall be shared between Licensor and Licensee on one (1) of the following two (2) alternative basis, as selected by Licensor in the foregoing required notice:

(a) First, twenty-five (25%) of such gross income and revenues shall be paid to Licensee; second, the remainder of such income and revenue shall be applied to the reasonable out-of-pocket costs and expenses incurred by Licensor as a direct result of the Brick Pavers Program; and third, the remainder of such income and revenue shall be retained by Licensor for application in accordance with the requirements of this Section 2.6; or

(b) First, such income and revenue shall be applied to the reasonable out-of-pocket costs and expenses incurred by Licensor as a direct result of the Brick Pavers Program; second, fifty percent (50%) of the remainder of such income and revenue shall be paid to Licensee; and third, the remaining fifty percent (50%) of such income and revenue shall be retained by Licensor for application in accordance with the terms of this Section 2.6.

All such income and revenues retained by Licensor (after application in accordance with the foregoing option selected by Licensor prior to the commencement of such Brick Pavers Program) shall be invested in the Project and applied by Licensor to the payment of the out-of-pocket costs

for the improvement of the Project, including off-site landscaping that is directly adjacent to the Leased Premises if such off-site landscaping is approved by Licensee, which approval shall not be unreasonably withheld, delayed or conditioned. Any such Brick Pavers Program (including the materials therefor and the design and installation thereof) shall be conducted at Licensor's sole cost, risk and expense and shall not be part of costs of the Project for purposes of the Project Agreement. Licensor shall account to Licensee on a monthly basis for all income and/or pledges received and all costs and expenses incurred by or on behalf of Licensor in connection with any such Brick Pavers Program. Except for collection efforts and accounting for income and expenses, Licensor shall discontinue the Brick Pavers Program by a date that is one (1) year after the Lease Commencement Date.

ARTICLE 3

TERM

Section 3.1 License Term. The term of this License Agreement (the "Term") shall commence at 12:01 a.m. on the Effective Date and shall end, unless sooner terminated in accordance with the provisions of this License Agreement, at 11:59 p.m. on the Lease Expiration Date. Upon conclusion of the Term (whether termination occurs pursuant to Article 7 or any other provision hereof), this License Agreement shall 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 termination hereof). Except as otherwise provided herein, termination or expiration of the Term of this License Agreement shall not alter the then existing claims, if any, of either Party for breaches of this License Agreement occurring prior to such termination or expiration and the obligations of the Parties hereto with respect thereto shall survive termination or expiration.

Section 3.2 Reversion and Reassignment of Licenses and Rights.

3.2.1 Reversions to Licensor. Effective as of the expiration or earlier termination of this License Agreement, all of the Intangible Property Licenses granted to Licensee hereunder, and all of Licensee's (and any Sublicensee's) interest in the Intangible Property Rights, shall expire and terminate of their own accord and all rights and interest in the Intangible Property Rights shall automatically revert to Licensor; and

3.2.2 Additional Instruments. Upon such expiration and termination of the Intangible Property Licenses and Licensee's interest in the Intangible Property Rights, upon the request of Licensor, Licensee shall execute and deliver to Licensor such documentation as is reasonably necessary to evidence the aforesaid expiration, termination and reversion of the

Intangible Property Licenses and Intangible Property Rights to Licensor. The foregoing obligations shall survive the expiration or earlier termination of this License Agreement.

ARTICLE 4

ROYALTY ON INTANGIBLE PROPERTY LICENSES

Section 4.1 Calculation and Payment of Royalty.

4.1.1 General. Licensee covenants and agrees to pay to Licensor an annual royalty ("Royalty"), without offset or deduction other than as provided in this License Agreement, in an amount equal to One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) per Lease Year during the Primary Term. No Royalty shall be payable for any periods of the time prior to the Lease Commencement Date. The Royalty for each Lease Year during the Primary Term shall be due and payable in advance in semi-annual installments in the amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00) each ("Royalty Payments"), payable on the first (1st) day of each April and October during the Primary Term until the end of the Primary Term (each such date a "Royalty Payment Date"). Except as provided in Sections 4.1.2 and 4.1.3 below, such semi-annual Royalty Payments shall commence on the first Royalty Payment Date to occur in the first Lease Year of the Primary Term of the Stadium Lease.

4.1.2 Mid-Season Option. In the event Licensee elects to exercise the Mid-Season Option, (i) the Royalty for the first Lease Year shall be adjusted to be equal to a prorata portion of the Royalty otherwise payable for a full twelve (12) month Lease Year based upon a fraction, the numerator of which is the number of days in the first Lease Year and the denominator of which is three hundred sixty-five (365), and (ii) such prorata portion of the Royalty for the first Lease Year shall be payable on the following dates:

(a) In the event the Lease Commencement Date occurs on or after January 1 in any calendar year, but prior to April 1 in such calendar year, such prorata portion of the Royalty for the first Lease Year shall be payable on the Lease Commencement Date;

(b) In the event the Lease Commencement Date occurs at any time between April 1 and October 1 of a calendar year, (i) the amount of the prorata portion of the Royalty for the first Lease Year in excess of Six Hundred Thousand and No/100 Dollars (\$600,000.00) shall be payable on the Lease Commencement Date and (ii) an amount equal to Six Hundred Thousand and No/100 Dollars (\$600,000.00) as the remainder of such

Royalty for the first Lease Year shall be due and payable on the first (1st) day of October in such calendar year; and

(c) In the event the Lease Commencement Date occurs on or after the first (1st) day of October in any calendar year, the prorata portion of the Royalty for the first Lease Year shall be payable on the Lease Commencement Date.

4.1.3 Pre-Season Option. In the event Licensee elects to exercise the Pre-Season Option, the Royalty for the first Lease Year shall be adjusted to be equal to the sum of the following amounts, shall not exceed One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) in the aggregate, and shall be payable on the date specified below:

An amount equal to Fourteen Thousand Eight Hundred and No/100 Dollars (\$14,800.00) for each Baseball Home Game played in the Stadium during the first Lease Year, such amount being payable on the last day of such first Lease Year.

Section 4.2 Renewal Term Royalty. In the event Licensee elects to exercise any of its options to extend the Lease Term under the Stadium Lease, Licensor and Licensee shall enter into good faith negotiations to determine the amount of the Royalty payable by Licensee hereunder for Lease Years occurring during the applicable Renewal Term under the Stadium Lease. In the determination of the adjusted Royalty payable for Lease Years occurring during any Renewal Term, Licensor and Licensee will take into consideration the age and condition of the Leased Premises, advances in technology, replacement costs, any increases or decreases in operating expenses that may have occurred during the Term, and the relative value of the Intangible Property Rights in the market at that time. On or before the first day of each Renewal Term, Licensor and Licensee shall enter into a written agreement amending this License Agreement to set forth the adjusted Royalty payable under this License Agreement for Lease Years occurring during such Renewal Term. In the event Licensor and Licensee are unable to agree upon the Royalty for Lease Years occurring in a Renewal Term within six (6) months after Licensee delivers notice to Licensor of its exercise of its option to extend the Term under the Stadium Lease, after making good faith efforts to reach a commercially reasonable agreement, the Term, the Term, and Licensee's Royalty Payment obligation shall not be extended for the applicable Renewal Term.

Section 4.3 Place and Method of Payment. All Royalty Payments shall be paid to Licensor without notice or demand in the manner and at the place set forth in Section 10.5 and Appendix B to this License Agreement. The Person or account to receive such payments and the address for payment may be changed from time to time by notice from Licensor to Licensee.

Section 4.4 Abatement and Reduction of Royalty. In the event that the Basic Rentals are abated or reduced in accordance with Sections 4.5.1 or 13.3 of the Stadium Lease, the annual Royalty shall be reduced as and when the Basic Rentals are abated and reduced and such abatement or reduction in the annual Royalty shall be proportionate to any abatement or reduction in the Basic Rentals. For instance, an abatement or reduction of Basic Rentals in the amount of Forty-Two Thousand and No/100 Dollars (\$42,000.00) under the Stadium Lease shall result in an abatement or reduction in the annual Royalty in the amount of Fourteen Thousand Eight Hundred and No/100 Dollars (\$14,800.00).

Section 4.5 Targeted Taxes. In the circumstances described in Section 8.2 of the Stadium Lease, if reduction or elimination of the next payment or payments of Basic Rentals thereunder has not been sufficient to fully credit and offset the gross amount of any Targeted Tax, then prior to any reduction or elimination of Tenant's Semi-Annual ARR Fund Deposit, the next Royalty Payment or Royalty Payments hereunder shall automatically be reduced or eliminated, as may be required to fully credit and offset the gross amount of any such Targeted Tax against the Royalty, provided no uncured Licensee Default or Potential Licensee Default shall then exist.

Section 4.6 Continuing Obligations. During any period in which the Royalty is reduced, abated or offset, Licensee shall not be relieved of any of its obligations under this License Agreement.

ARTICLE 5

ASSIGNMENT; SUBLICENSING

Section 5.1 Assignments of Licensee's Interest. Except as otherwise permitted by this Article 5, Licensee may not (and Licensee agrees that it will not) voluntarily, involuntarily, by operation of law or otherwise (including by way of merger or consolidation), sell, assign, transfer, pledge, mortgage or encumber this License Agreement, the Intangible Property Rights or the Intangible Property Licenses (each, a "Transfer"), without first obtaining the consent of Licensor pursuant to this Article 5, which consent shall not be unreasonably withheld, delayed or conditioned. For purposes of this License Agreement, 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 Licensee or any transfer of an equity or beneficial interest in Licensee that results in either (x) a change of the Controlling Person, if any, of Licensee, or (y) the creation of a Controlling Person of Licensee, where none existed before. Licensor and Licensee agree that notwithstanding the foregoing, the term "Transfer" shall not include, and Licensor'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 Licensee's trade fixtures, equipment, personal property or general intangibles that are not part of the Intangible Property Rights or the Intangible Property Licenses, but excluding any Lien on the Franchise.

Section 5.2 Permitted Transfers. Although the following shall constitute a Transfer under this License Agreement (each, a "Permitted Transfer"), Licensors consent to such Permitted Transfer shall be deemed to have been obtained provided no uncured Licensee Default or Potential Licensee Default for which Licensors has delivered notice to Licensee shall then exist:

(a) Any Transfer that contemporaneously or simultaneously includes (i) an assignment or transfer of the Franchise in accordance with the Non-Relocation Agreement to the same Person who is Licensee's successor by assignment under this License Agreement (the "Licensee Transferee"), (ii) an assignment or transfer of Licensee's rights under the Stadium Lease and Project Agreement to the Licensee Transferee, and (iii) the full and unqualified assumption (by operation of law or otherwise) by the Licensee Transferee of responsibility for performance of all of the obligations of Licensee under the Principal Project Documents arising on and after the date of the Transfer;

(b) Any Sublicense, provided such Sublicense is subject and subordinate to this License Agreement;

(c) Any assignment, transfer, mortgage, pledge or encumbrance of any of Licensee's or any Sublicensee's receivables, accounts or revenue streams from the Intangible Property Rights or any Intangible Property License or Sublicense, provided the same is subject and subordinate to this License Agreement;

(d) Any issuance or transfer of any securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of Licensee that results in there being no Controlling Person of Licensee;

(e) Any issuance or transfer of any securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of Licensee that results in either a change of the Controlling Person of Licensee or the creation of a Controlling Person of Licensee, where none existed before, if during the seven (7) years preceding the date of such Transfer, none of the following events have occurred with respect to the Person who is the new Controlling Person of Licensee unless the same shall have been subsequently reversed, suspended, vacated, annulled or otherwise rendered of no effect under applicable Governmental Rule:

(1) The initiation of any federal or state bankruptcy or insolvency proceeding by or against, or the appointment of a receiver, conservator, physical agent or similar officer for the business or assets of any such Person; or

(2) The conviction of such Person in a federal or state felony criminal proceeding (including a conviction entered on a plea of nolo contendere) or such Person is a defendant in a felony criminal proceeding (excluding traffic violations and other minor offences) that is pending on the date of such Transfer.

Section 5.3 Release of Licensee. No Transfer shall relieve Licensee from any of its obligations under this License Agreement except that Licensee shall be relieved from any obligations arising under this License Agreement after the date of a Permitted Transfer if, and only if, all of the following occur:

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

(b) The Licensee Transferee must also be the successor by assignment of Licensee's rights under the Principal Project Documents;

(c) Such Transfer is a Permitted Transfer described in Subparagraph (a) of Section 5.2;

(d) The Licensee Transferee shall have assumed responsibility for performance of all of the obligations of Licensee under the Principal Project Documents 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 as Exhibit D to the Stadium Lease or if not substantially in such form, then in a form approved by the Licensor, 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 this License Agreement (the "Assignment and Assumption Agreement");

(e) During the seven (7) years preceding the date of the Permitted Transfer, none of the following events have occurred with respect to the Licensee Transferee or any Person

who is a Controlling Person of the Licensee Transferee as of the date of the Transfer, unless the same shall have been subsequently reversed, suspended, vacated, annulled or otherwise rendered of no effect under applicable Governmental Rule:

(i) The initiation of any federal or state bankruptcy or insolvency proceeding by or against, or the appointment of a receiver, conservator, physical agent or similar officer for the business or assets of any such Person; or

(ii) The conviction of such Person in a federal or state felony criminal proceeding (including a conviction entered on a plea of nolo contendere) or such Person is a defendant in a felony criminal proceeding (excluding traffic violations and other minor offenses) that is pending on the date of such Permitted Transfer;

(all of the requirements specified in this Subparagraph (e) being herein referred to as the "Controlling Person Requirements");

(f) As of the date of the Permitted Transfer (after giving effect to the Transfer), (i) the Net Worth of the Licensee Transferee shall be no less than an amount equal to Fifty Million and No/100 Dollars (\$50,000,000.00) multiplied by the then CPI Fraction and (ii) the Debt to Equity Ratio of the Licensee Transferee shall not be greater than 3.25 to 2 (the "Financial Tests"); and

(g) The Licensee Transferee's satisfaction of the Financial Tests as of the date of the Transfer (after giving effect to the Transfer) shall be evidenced by, and be deemed satisfied by, (i) representations to that effect by the Licensee Transferee in the Assignment and Assumption Agreement and (ii) a letter addressed and delivered to Licensor and Licensee (at Licensee's or the Licensee Transferee's expense) from a firm of independent certified public accountants of recognized national standing and stating that, based upon an audit of the Licensee Transferee up to and including the date of the Transfer (after giving actual or proforma effect to the Transfer) made in accordance with generally accepted auditing standards, in such firm's opinion the Financial Tests are/were met as of the date of the Transfer, such letter to be subject to such qualifications and assumptions as are usual and customary at such time for opinions of auditing firms.

In the event within the thirty (30) days after the date the transferring Licensee or the Licensee Transferee delivers to Licensor the accountant's letter described in Subparagraph (g) above, Licensor delivers to the transferring Licensee and the Licensee Transferee a request that Licensor be provided an opportunity to inspect and review the work papers used by such accounting firm in the preparation of such letter, the transferring Licensee and the Licensee Transferee shall cause such

accounting firm to make such work papers available for inspection and review (but not retention or copying) by an individual designated by Licensor who is reasonably acceptable to the transferring Licensee. Such inspection and review by the individual designated by Licensor shall take place during the thirty (30) day period following the latter of the delivery of such request by Licensor or the approval by the transferring Licensee of the individual designated by Licensor and shall be at a reasonable location designated by such accounting firm. Licensor and the individual so designated by Licensor for the inspection and review of such work papers shall agree to maintain the confidentiality of such work papers, except as required by applicable Governmental Rule, and shall enter into such confidentiality agreement with respect to the same as the transferring Licensee, the Licensee Transferee or such accounting firm shall reasonably request consistent with the foregoing.

Section 5.4 Transfers by Licensor. Except with respect to Facility Mortgages permitted pursuant to the terms of Article 6, Licensor shall not (and Licensor agrees that it will not) voluntarily, involuntarily, by operation of law or otherwise, sell, assign or otherwise transfer this License Agreement, or its residual Intangible Property Rights, or any of its rights, obligations or duties under this License Agreement with respect to the Intangible Property Rights (a "Licensor Transfer") to any Person who is not a permitted Landlord Transferee under the Stadium Lease and without first obtaining the consent of Licensee pursuant to this Article 5, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that Licensee's consent shall not be required in the event prior to, or simultaneously with, any such Licensor Transfer, (i) Licensor notifies Licensee of the name and address of the Person who will succeed to the rights and obligations of Licensor under this License Agreement (a "Licensor Transferee"), (ii) the Licensor Transferee is a permitted Landlord Transferee who has satisfied all the conditions and requirements under the Stadium Lease for the same and has succeeded to all of the rights, titles and interest of the Landlord under the Stadium Lease, and (iii) the Licensor Transferee shall have assumed all of the obligations of Licensor under this License Agreement and the Intangible Property Licenses arising on and after such Licensor Transfer and agreed to be bound by all of the terms, conditions and provisions of this License Agreement, all pursuant to an instrument in form and substance approved by Licensee, 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 be legally adequate to accomplish its intended purpose under this License Agreement.

Section 5.5 Release of Licensor. No Licensor Transfer shall relieve Licensor from any of its obligations under this License Agreement except that Licensor shall be relieved from any obligations arising under this License Agreement on and after the date of a Licensor Transfer if, and only if (i) Licensee consents to such Licensor Transfer or (ii) Licensee's consent to such Licensor Transfer is not required pursuant to Section 5.4.

Section 5.6 Estoppel Certificate. In connection with any Permitted Transfer, Licensor Transfer or financing by Licensee, Licensor and Licensee agree to execute and deliver to each other an estoppel certificate intended to be relied upon by Licensee, Licensor and any transferee or assignee pursuant to a Permitted Transfer or Licensor Transfer or any third party lender stating:

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

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

(c) Licensor's and Licensee's, as the case may be, current address for purposes of giving notice.

ARTICLE 6

FACILITY MORTGAGES

Section 6.1 Facility Mortgages. Licensor may grant Liens against or with respect to its interest in the Intangible Property Rights to secure a Project 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 Licensor covering Licensor's interest in the Intangible Property Rights shall be expressly subject and subordinate in any and all respects to this License Agreement, all of the obligations of Licensor hereunder, and all of the rights, titles and interests of Licensee (and those claiming by, through and under Licensee, including Sublicensees) in the Intangible Property Rights created or arising under this License Agreement 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 Licensor Transfer that is subject to the terms and conditions of Section 5.4. Notwithstanding the foregoing, Licensor covenants and agrees that contemporaneously with granting any Liens against or with respect to its interest in the Intangible Property Rights to secure a Project Financing, Licensor will cause any Facility Mortgagee to enter into a recognition agreement in form and substance reasonable acceptable to Licensee protecting Licensee's rights under this License Agreement (a "Facility Mortgage Recognition Agreement"). Any such Facility Mortgage Recognition Agreement shall include, but need not be limited to, an agreement by the Facility Mortgagee that (i) the rights of Licensee under this License Agreement, and all terms and conditions of this License Agreement, shall not be affected or disturbed by the Facility Mortgagee in the

exercise of any of its rights under the Facility Mortgage, and (ii) in the event that, by virtue of the Facility Mortgagee's exercise of such rights, any Person other than Licensor succeeds to Licensor's rights under this License Agreement, (1) such event of succession shall constitute a Licensor Transfer subject to the terms and conditions of Section 5.4 and (2) such Person shall become bound to Licensee to perform all of Licensor's obligations under this License Agreement.

Section 6.2 Pledge of Royalty. Notwithstanding anything to the contrary in Section 6.1, Licensor may pledge the Royalty payable pursuant to the License Agreement to the payment of one or more obligations of Licensor, including the Public Debt, provided that no such pledge may create a Lien covering Licensor's interest in the Intangible Property Rights other than as authorized pursuant to Section 6.1.

ARTICLE 7

DEFAULTS AND REMEDIES

Section 7.1 Events of Default.

7.1.1 Licensee Default. The occurrence of any of the following shall be an "Event of Default" by Licensee or a "Licensee Default":

(a) The failure of Licensee to pay any of the Royalty Payments when due and payable under this License Agreement if such failure continues for more than ten (10) days after Licensor gives notice to Licensee that such amount was not paid when due, but Licensee shall not be permitted to receive more than two (2) such notices per Lease Year under this subparagraph;

(b) Any material representation or warranty confirmed or made in this License Agreement by Licensee shall be found to have been incorrect in any material respect when made or deemed to have been made;

(c) If any "Houston McLane Default" (as such term is defined and used in the Project Agreement) shall have occurred under the Project Agreement and remain uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the Project Agreement;

(d) If any "Houston McLane Default" (as such term is defined and used in the Non-Relocation Agreement) shall have occurred under the Non-Relocation Agreement

and remain uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the Non-Relocation Agreement;

(e) If any "Tenant Default" (as such term is defined and used in the Stadium Lease) shall have occurred under the Stadium Lease and remain uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the Stadium Lease;

(f) The failure of Licensee to keep, observe or perform any of the terms, covenants or agreements contained in this License Agreement on the Licensee's part to be kept, performed or observed (other than those referred to in clauses (a), (b), (c), (d) or (e) above) if: (i) such failure is not remedied by Licensee within thirty (30) days after notice from Licensor 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, Licensee fails to commence to cure such default within thirty (30) days after notice from Licensor of such default or Licensee 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 Licensee 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 further, however, that if such default is not cured within ninety (90) days after notice from Licensor of such default, (notwithstanding Licensee's diligent prosecution of curative efforts), then such failure shall constitute an Event of Default under this License Agreement; and

(g) The (i) filing by Licensee of a voluntary petition in bankruptcy; or (ii) adjudication of Licensee as a bankrupt; or (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of Licensee 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 (iv) appointment of a receiver, trustee or other similar official of Licensee or its Property.

7.1.2 Licensor Default. The occurrence of the following shall be an "Event of Default" by Licensor or a "Licensor Default":

(a) Any material representation or warranty confirmed or made in this License Agreement by Licensor shall be found to have been incorrect in any material respect when made or deemed to have been made;

(b) If any "Sports Authority Default" (as said term is defined and used in the Project Agreement) shall have occurred under the Project Agreement and remain uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the Project Agreement;

(c) If any "Sports Authority Default" (as said term is defined and used in the Non-Relocation Agreement) shall have occurred under the Non-Relocation Agreement and remain uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the Non-Relocation Agreement;

(d) If any "Landlord Default" (as such term is defined and used in the Stadium Lease) shall have occurred under the Stadium Lease and remain uncured after the lapse of the applicable notice and cure period, if any, provided for under the Stadium Lease; and

(e) The failure of Licensor to keep, observe or perform any of the terms, covenants or agreements contained in this License Agreement on the Licensor'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 Licensor within thirty (30) days after notice from Licensee 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, Licensor fails to commence to cure such default within thirty (30) days after notice from Licensee of such default or Licensor 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 Licensor 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 further, however, that if such default is not cured within ninety (90) days after notice from Licensee of such default, (notwithstanding Licensor's diligent prosecution of curative efforts), then such failure shall constitute an Event of Default under this License Agreement.

Section 7.2 Remedies. Upon the occurrence of any Event of Default, the non-defaulting Party 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 this License Agreement:

(i) Such Party may terminate this License Agreement pursuant to Section 7.3 below; and

(ii) Such Party may exercise any and all other remedies available to such Party at law or in equity, but subject to any limitations thereon set forth in this License Agreement.

Section 7.3 Termination.

7.3.1 Upon an Event of Default. Upon the occurrence of an Event of Default, the non-defaulting Party, in addition to its other remedies at law or in equity, shall have the right to give to the defaulting Party notice (a "Final Notice") of the non-defaulting Party's intention to terminate this License Agreement 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, this License Agreement 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 this License Agreement 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 judgement or award, as the case may be, is entered with respect to such Action or Proceeding.

7.3.2 Other Circumstances. Additional termination rights are set forth in Section 12.3 and 13.1.1 of the Stadium Lease. In the event the Substantial Completion Date does not occur on or before the deadline specified in Section 8.3 the Project Agreement, Licensee shall have the option to terminate this License Agreement and in such circumstance Licensee shall pay to Licensor the amount received by Licensee under any Naming Rights Agreement for periods of time from and after any such termination by Licensee of this License Agreement and fifty percent (50%) of the amount received by Licensee under any Naming Rights Agreement for periods of time prior to any such termination by Licensee of this License Agreement, but in either circumstance only if such amounts are determined not to be refundable under the terms of such Naming Rights Agreement. The foregoing obligation of Licensee to make such payments is an independent obligation of Licensee and separate from Licensee's termination rights and shall survive the expiration or earlier termination of this License Agreement.

Section 7.4 Cumulative Remedies. Subject to the provisions of this Article 7, each right or remedy of Licensor and Licensee provided for in this License Agreement shall be cumulative of and shall be in addition to every other right or remedy of Licensor or Licensee provided for in this License Agreement, and the exercise or the beginning of the exercise by Licensor or Licensee of any one or more of the rights or remedies provided for in this License Agreement shall not preclude the simultaneous or later exercise by Licensor or Licensee of any or all other rights or remedies provided for in this License Agreement or hereafter existing at law or in equity, by statute or otherwise.

Section 7.5 No Indirect Damages. IN NO EVENT SHALL LICENSOR OR LICENSEE BE LIABLE UNDER ANY PROVISION OF THIS LICENSE AGREEMENT FOR LOST PROFITS, INCLUDING 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 THE SOLE OR CONCURRENT NEGLIGENCE OF LICENSOR OR LICENSEE OR ANY OF THEIR AFFILIATES OR RELATED PARTIES. WITHOUT LIMITING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS OF LICENSOR OR LICENSEE ARISING OUT OF THIRD PARTY CLAIMS AGAINST LICENSOR OR LICENSEE FOR ANY OF THE FOREGOING.

Section 7.6 Declaratory or Injunctive Relief. In addition to the remedies set forth in this Article 7, the Parties shall be entitled, in any circumstances they may deem appropriate, to seek injunctive relief prohibiting (rather than mandating) action by the other Party for any Event of Default of the other Party or declaratory relief with respect to any matter under this License Agreement.

Section 7.7 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 Default 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 Default Rate pursuant to this License Agreement 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 this License Agreement shall bear interest thereafter until paid at the Default Rate.

Section 7.8 No Waivers.

7.8.1 General. No failure or delay of any Party, in any one or more instances, (i) in exercising any power, right or remedy under this License Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this License Agreement, 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.

7.8.2 No Accord and Satisfaction. Without limiting the generality of Section 7.8.1, the receipt by Licensor of the Royalty Payments with knowledge of a breach by Licensee of any covenant, obligation or agreement under this License Agreement shall not be deemed or construed to be a waiver of such breach (other than as to the Royalty Payments received). The payment by Licensee of the Royalty Payments with knowledge of a breach by Licensor of any covenant, obligation or agreement under this License Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance by Licensor or Licensee 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 this License Agreement, 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. Licensor and Licensee 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 this License Agreement.

7.8.3 No Waiver of Termination Notice. Without limiting the effect of Section 7.8.1, the receipt by Licensor of any Royalty Payments paid by Licensee after the termination in any manner of this License Agreement, or after the giving by Licensor of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this License Agreement, reinstate, continue or extend the Term, or destroy, or in any manner impair the efficacy of, any such notice of termination as may have been given hereunder by Licensor to Licensee prior to the receipt of any such Royalty Payments or other consideration, unless so agreed to in writing and executed by Licensor.

Section 7.9 Effect of Termination. If Licensor or Licensee elects to terminate this License Agreement pursuant to Section 7.3 of this License Agreement or Sections 12.3 or 13.1.1 of

the Stadium Lease or the Project Agreement, this License Agreement 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 termination hereof). Except as otherwise provided herein, termination of this License Agreement shall not alter the then existing claims, if any, of either Party for breaches of this License Agreement occurring prior to such termination and the obligations of the Parties hereto with respect thereto shall survive termination.

Section 7.10 Waiver of Duty to Mitigate. Notwithstanding any Governmental Rule or anything contained herein to the contrary, to the full extent permitted under applicable law, Licensee and Licensor agree that Licensor shall have no duty to mitigate damages under this License Agreement, and Licensee hereby waives and releases Licensor from any and all duty to mitigate damages. Licensee agrees that Licensor shall not be liable, nor shall Licensee's obligations hereunder be diminished, because of Licensor's failure to mitigate damages. Furthermore, Licensee hereby waives any and all rights to plead such failure of Licensor to mitigate damages as an affirmative defense in any actions or proceedings based on any Licensee Default under this License Agreement. The provisions of this Section 7.10 shall survive the expiration or earlier termination of this License Agreement.

Section 7.11 Pledge of ARR Fund. Licensee hereby grants and conveys to Licensor a Lien on the ARR Fund and the ARR Account to secure the payment and performance of any and all of Licensee's obligations under this License Agreement during the Term. Licensor shall not be entitled to enforce such Lien or exercise any remedies in connection therewith or otherwise offset against the ARR Fund, unless and until an uncured Licensee Default shall exist. Licensee shall execute and deliver any security agreements, financing statements, continuation statements, collateral assignments or other documents as may be reasonably requested at any time by Licensor for the purpose of perfecting, continuing, and confirming the foregoing Lien on the ARR Fund and ARR Account.

Section 7.12 Waiver of Consumer Rights. LICENSOR AND LICENSEE HAVE ASSESSED THEIR RESPECTIVE RIGHTS, LIABILITIES AND OBLIGATIONS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE (THE "DTPA"). THE PARTIES AGREE THAT THE DTPA NOT APPLY TO EITHER LICENSOR OR LICENSEE SINCE NEITHER QUALIFY AS A "CONSUMER" UNDER SECTION 17.45(4) OF THE DTPA. HOWEVER, IN THE EVENT THE DTPA IS DEEMED TO BE APPLICABLE BY A COURT OF COMPETENT JURISDICTION, LICENSOR AND LICENSEE HEREBY WAIVE THEIR RIGHTS UNDER THE DTPA, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER

CONSULTATION WITH ATTORNEYS OF THEIR OWN SELECTION, LICENSOR AND LICENSEE CONSENT TO THIS WAIVER. THE PARTIES AGREE THAT THIS SECTION 7.12 CONSTITUTES A CONSPICUOUS LEGEND.

Section 7.13 Court Proceedings. Any suit, action or proceeding against any Party arising out of or relating to this License Agreement 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 above. 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 this License Agreement or any transaction contemplated hereby except in a federal or state court located in the City of Houston, Texas.

Section 7.14 Attorneys' Fees. If any Party places the enforcement of this License Agreement, or any part thereof, or the exercise of any other remedy herein provided for such default, 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 of court. 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 proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of this License Agreement or the merger of this License Agreement into any judgment on such instrument.

ARTICLE 8

DISPUTE RESOLUTION

Section 8.1 Settlement By Mutual Agreement. In the event any dispute, controversy or claim between or among the Parties arises under this License Agreement or is connected with or related in any way to this License Agreement 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 this License Agreement, 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 8.1. 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 8.1. Within fifteen (15) days after delivery of any such notice by one Party to the other regarding a Dispute or Controversy, the Licensor Representative and Licensee 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 Licensor Representative and Licensee 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 8.2 and Appendix C. 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 8 and Appendix C without regard to the justiciable character or executory nature of such Dispute or Controversy.

Section 8.2 Arbitration. Each Party hereby agrees that any Dispute or Controversy which is not resolved pursuant to the provisions of Section 8.1 may be submitted to binding arbitration hereunder and if submitted shall be resolved exclusively and finally through such binding arbitration. This Article 8 and Appendix C 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 8.3 Emergency Relief. Notwithstanding any provision of this License Agreement 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 9

TIME, APPROVALS AND CONSENTS

Section 9.1 Time. Times set forth in this License Agreement for the performance of obligations shall be strictly construed, time being of the essence of such instrument. All provisions

in this License Agreement 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 this License Agreement 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 not a Saturday, Sunday or Legal Holiday.

Section 9.2 Approvals and Consents: Standards for Review.

9.2.1 Review and Approvals or Consent Rights. The provisions of this Section 9.2 shall be applicable with respect to all instances in which it is provided under this License Agreement that Licensor or Licensee exercises Review and Approval or Consent Rights; provided, however, that if the provisions of this Section 9.2 specifying time periods for exercise of Review and Approval or Consent Rights shall conflict with other express provisions of this License Agreement providing for time periods for exercise of designated Review and Approval or Consent Rights, then the provisions of such other provisions of this License Agreement shall control. As used herein, the term "Review and Approval or Consent Rights" shall include, without limiting the generality of that term, 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 this License Agreement 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 this License Agreement 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 to not unreasonably withhold, condition or delay its approval of or consent to any submission.

9.2.2 No Implied Approval or Consent. Except as provided in Section 2.3.6, whenever used in this License Agreement, "approval", "approve", "approved", "consent" or "consented" shall not include any implied or imputed approval or consent.

ARTICLE 10

MISCELLANEOUS PROVISIONS

Section 10.1 No Broker's Fees or Commissions. Each Party hereto hereby represents to the other Party hereto 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 License Agreement.

Section 10.2 Relationship of the Parties. The relationship of Licensee and Licensors under this License Agreement is that of independent parties, each acting in its own best interests, and notwithstanding anything in this License Agreement to the contrary, no partnership, joint venture or other business relationship is established or intended hereby between Licensee and Licensors.

Section 10.3 Representations.

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

10.3.2 Licensee's Representations. As an inducement to Licensors to enter into this License Agreement, Licensee hereby represents and warrants to Licensors, as of the Effective Date, as follows:

(a) Licensee is a corporation duly formed, validly existing and in good standing under the laws of the State of Texas, with all necessary corporate power and authority to carry on its present business, to enter into this License Agreement and to consummate the transactions herein contemplated.

(b) Neither the execution and delivery of this License Agreement by Licensee nor the performance by Licensee 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 Licensee is subject or any provision of the charter or bylaws of Licensee 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 Licensee is a party or by which Licensee or its assets are bound.

(c) All proceedings required to be taken by or on behalf of Licensee to authorize Licensee to execute and deliver this License Agreement and to perform the covenants, obligations and agreements of Licensee hereunder have been duly taken. No consent to the execution and delivery of this License Agreement by Licensee or the performance by Licensee 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 unconditionally given.

(d) This License Agreement constitutes the valid and legally binding obligation of Licensee, 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 Licensee, there is no action, suit, claim, proceeding or investigation pending or currently threatened against Licensee that questions the validity of this License Agreement 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 Licensee, financially or otherwise.

10.3.3 Licensors' Representations. As an inducement to Licensee to enter into this License Agreement, Licensors represent and warrants to Licensee, as of the Effective Date, as follows:

(a) Licensors is a sports and community venue district duly formed and validly existing under Chapter 335 of the Texas Local Government Code, with all necessary power and authority to enter into this License Agreement and to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by Licensors of its obligations hereunder will not violate or constitute an event of default under any material terms or material provisions of any agreement, document, instrument, judgment, order or decree to which Licensors is a party or by which Licensors or its assets are bound.

(b) Licensors has caused all governmental proceedings required to be taken by or on behalf of Licensors to authorize Licensors to make and deliver this License

Agreement and to perform the covenants, obligations and agreements of Licensor hereunder. No consent to the execution or delivery of this License Agreement by Licensor or the performance by Licensor of its covenants, obligations and agreements hereunder is required from any 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 unconditionally given.

(c) This License Agreement constitutes the valid and legally binding obligation of the Licensor, 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.

(d) To the best knowledge of the Licensor, there is no action, suit, claim, proceeding or investigation pending or currently threatened against the Licensor that questions the validity of this License Agreement 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 the Licensor, financially or otherwise.

Section 10.4 Waiver of Immunity. Each of the Parties unconditionally and irrevocably:

(a) Agrees that the execution, delivery and performance by it of this License Agreement 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 this License Agreement or any transaction contemplated hereunder, no immunity (sovereign or otherwise) from such Actions or Proceedings (which shall be deemed to include, without limitation, 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 to 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 10.5 Notices. Subject to Section 7.13, all notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this License Agreement shall be given in writing to such Party at the address set forth in Appendix B to this License Agreement or at such other address as such Party shall designate by written notice to the other Party to this License Agreement and may be (i) sent by registered or certified U.S. mail with 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 posting 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 thereunder 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 10.6 Severability. If any term or provision of this License Agreement, 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 License Agreement, 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 License Agreement 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 License Agreement hereby waive any provision of law that renders any provision thereof prohibited or unenforceable in any respect.

Section 10.7 Entire Agreement, Amendment and Waiver. This License Agreement constitutes the entire agreement of the Parties 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, but not limited to, the Existing LOIs & MOU. Neither this License Agreement nor any of the terms hereof including, without limitation, this Section 10.7, may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought.

Section 10.8 Incorporation of Appendices and Exhibits. All Appendices and Exhibits attached to this License Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 10.9 Table of Contents; Headings. The table of contents, if any, and headings, if any, of the various articles, sections and other subdivisions of this License Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 10.10 Parties in Interest; Limitation on Rights of Others. The terms of this License Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this License Agreement, 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 therein) any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument. Notwithstanding the foregoing, the City and the County shall be entitled to enforce the obligations of Licensee under this License Agreement in the event a Licensee Default occurs and remains uncured.

Section 10.11 Method and Timing of Payment. All amounts required to be paid by any Party to the other Party under this License Agreement shall be paid in such freely transferable coin or currency of the United States as at the time of payment shall be legal tender for the payment of public and private debts, by wire transfer, or other acceptable method of payment, of immediately available federal funds to the account set forth in Appendix B to this License Agreement or to such other account located in the United States as such Party may specify by notice to the other Parties. If any payment under this License Agreement 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 10.12 Counterparts. This License Agreement 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 but one and the same License Agreement. All signatures need not be on the same counterpart.

Section 10.13 Governing Law. THIS LICENSE AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER 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 10.14 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this License Agreement or any of the Project Documents or in the resolution of any ambiguity of any provisions thereof.

IN WITNESS WHEREOF, this License Agreement has been executed by the Parties on the Effective Date.

**HARRIS COUNTY-HOUSTON SPORTS
AUTHORITY**

By: _____

Jack M. Rains, Chairman

**HOUSTON McLANE COMPANY, INC.,
d/b/a Houston Astros Baseball Club**

By: _____

Drayton McLane, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

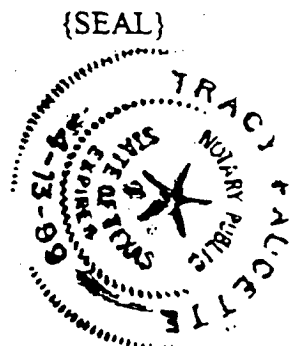
This instrument was acknowledged before me on June 17, 1998 by Jack M. Rains, Chairman of HARRIS COUNTY - HOUSTON SPORTS AUTHORITY, a sports and community venue district created under Chapter 335 of the Texas Local Government Code, on behalf of said sports community and venue district.



Tracy Favette
Printed Name: Tracy Favette
Notary Public in and for the
State of Texas
My Commission Expires: 4-13-99

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 17, 1998 by Drayton McLane, President of HOUSTON MCLANE COMPANY INC., D/B/A HOUSTON ASTROS BASEBALL CLUB, a Texas corporation, on behalf of said corporation



Tracy Favette
Printed Name: Tracy Favette
Notary Public in and for the
State of Texas
My Commission Expires: 4-13-99

**APPENDIX A
TO
LICENSE AGREEMENT**

GLOSSARY OF DEFINED TERMS AND RULES AS TO USAGE

Glossary of Defined Terms

"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" shall have the meaning given to it in Section 10.5 of the License Agreement.

"Adequate Security" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Advertising Rights License" shall have the meaning given to it in Section 2.1.1(c) of the License Agreement.

"Advertising Rights" shall have the meaning given to it in Section 2.1.1(c) of the License Agreement.

"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" shall mean the possession, directly or indirectly, of the power either to (i) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person or (ii) direct or cause the direction of the actions, management or policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such Person or any Affiliate of such lender.

"American League" shall mean The American League of Professional Baseball Clubs, a not-for-profit association having its chief executive office currently located at 350 Park Avenue, New York, New York, and any successor thereto.

"Arbitration Procedures" means the arbitration procedures set forth in Appendix C of the License Agreement.

"ARR Account" shall have the meaning given to it in Appendix A of the Stadium Lease.

"ARR Fund" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Assignment and Assumption Agreement" shall have the meaning given to it in Section 5.3 of the License Agreement.

"Ballpark at Union Station License" shall have the meaning given to it in Section 2.1.1(a) of the License Agreement.

"Ballpark at Union Station Rights" shall have the meaning given to it in Section 2.1.1(a) of the License Agreement.

"Baseball Home Games" shall mean any Major League Baseball Game in which the Team acts as the host Team for its opponent (i.e., the Team takes the field in the first half of each inning and bats in the last half of each inning of such baseball game), but excluding any such pre-season games played outside the boundaries of the Sports Authority.

"Basic Rentals" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Brick Pavers" shall have the meaning given to it in Section 2.6 of the License Agreement.

"Brick Pavers Program" shall have the meaning given to it in Section 2.6 of the License Agreement.

"Broadcast Rights" shall have the meaning given to it in Section 2.1.1(d) of the License Agreement.

"Broadcast Rights License" shall have the meaning given to it in Section 2.1.1(d) of the License Agreement.

"Business Day" shall mean a 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.

"Capital Leases" shall have the meaning given to it in Appendix A of the Stadium Lease.

"City" shall mean the City of Houston, Texas, a Texas municipal corporation and Home Rule City.

"Controlling Person" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Controlling Person Requirements" shall have the meaning given to it in Section 5.3 of the License Agreement. For purposes of computing the seven (7) year period referred to in the Controlling Person Requirements, (i) the period applicable to a final conviction, order, judgment, or decree shall begin with its date of entry, (ii) the period applicable to a preliminary order shall commence when the rights of appeal from such order have lapsed, (iii) any conviction, order, judgment or decree that is under appeal shall be included unless it has been reversed, suspended, vacated, annulled or otherwise rendered of no effect, (iv) with respect to bankruptcy and insolvency proceedings, the computation date shall be the date of filing for uncontested petitions or the date upon which approval of a contested petition shall become final and nonapplicable, and (v) in the case of receiverships and conservatorships, the computation date shall be the date the receiver or conservator was appointed.

"Copyrights" means all of the copyrights associated with or necessary for the full use and enjoyment of the Intangible Property Rights pursuant to this License Agreement, including but not limited to all copyrights relating to the Ballpark at Union Station Rights, Naming Rights, Advertising Rights, Broadcasting Rights, and Telecommunications Rights.

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

"CPI Fraction" means, as of any particular date called for under the License Agreement, fraction, the denominator of which is the index value of the Designated Index for the calendar month in which the Lease Commencement 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 License Agreement 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).

"Debt" means for any Person without duplication:

- (a) Indebtedness of such Person for borrowed money;

- (b) Obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;
- (c) Obligations of such Person to pay the deferred purchase price of Property or services (other than accounts payable in the ordinary course of business);
- (d) Obligations of such Person as tenant under Capital Leases;
- (e) Obligations of such Person under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) of such Person to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligation of another Person of the kinds referred to in clauses (a) through (d) above; and
- (f) Indebtedness or obligations of others of the kinds referred to in clauses (a) through (e) secured by any Lien on or in respect of any Property of such Person.

"Debt to Equity Ratio" means, for any Person on any date of its determination, the ratio of (a) such Person's consolidated total liabilities on such date determined in accordance with GAAP after giving effect to the Transfer to such Person to (b) such Person's Net Worth on such date. Notwithstanding the foregoing, for purposes of determining the Debt to Equity Ratio of any Person, such Person's consolidated total liabilities shall be reduced by an amount equal to the outstanding principal balance of all unsecured loans to such Person by the individual, if any, owning all of the record and beneficial equity interests of such Person.

"Default Rate" means the lesser of (a) one and one-half percent (1½%) per month, or (b) the maximum rate of interest permitted to be charged by applicable law.

"Designated Index" shall have the meaning given to it in Appendix A to the Stadium Lease.

"Dispute or Controversy" shall have the meaning given to it in Section 8.1 of the License Agreement.

"DTPA" shall have the meaning given to it in Section 7.12 of the License Agreement.

"Effective Date" shall have the meaning given to it in the first paragraph of the License Agreement.

"Event of Default" shall have the meaning given to it in Sections 7.1.1 and 7.1.2 of the License Agreement.

"Exclusive Area" means the world.

"Existing Licenses" shall have the meaning given to it in Section 2.1.2 of the License Agreement.

"Existing LOIs & MOU" shall mean the letter agreement between the City, the County, Licensee and Sports Facilities, L.P. dated September 14, 1996, as modified and restated in part by that certain letter agreement dated January 7, 1997, and as further amended by certain of the affected parties pursuant to a letter agreement dated July 15, 1997, and as assumed by Licensors, and the Memorandum of Agreement dated November 5, 1997 between Licensee and Licensors.

"Facility Mortgage" means a "Facility Mortgage" as such term is defined in Appendix A of the Stadium Lease that also covers and encumbers Licensors' interest in the Intangible Property Rights to secure a Project Financing and no other Debt and is otherwise permitted by, and is made in accordance with and subject to, the provisions of the Project Agreement, the Stadium Lease and the License Agreement.

"Facility Mortgagee" means the Project Financing Holder 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 Mortgage Recognition Agreement" shall have the meaning given to in Section 6.1 of the License Agreement.

"Final Notice" shall have the meaning given to in Section 7.3 of the License Agreement.

"Financial Tests" shall have the meaning given to it in Section 5.3 of the License Agreement.

"Franchise" shall mean the franchise for the Team issued by the National League.

"GAAP" shall have the meaning given to it in Appendix A of the Stadium Lease.

"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. For purposes of the use of this term, the Licensors shall not be considered a Governmental Authority.

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

"Indemnified Party" shall have the meaning given to it in Section 2.5.2 of the License Agreement.

"Indemnifying Party" shall have the meaning given to it in Section 2.5.2 of the License Agreement.

"Intangible Property Licenses" shall have the meaning given to it in Section 2.1.1 of the License Agreement.

"Intangible Property Rights" means, collectively, the Ballpark at Union Station Rights, the Naming Rights, the Advertising Rights, the Broadcast Rights, the Telecommunications Rights, and the Marks and Copyright Rights.

"Landlord" shall have the meaning given to it in Appendix A to the Stadium Lease.

"Landlord Transferee" shall have the meaning given to it in Appendix A to the Stadium Lease.

"Lease Commencement Date" means the "Commencement Date," as such term is used and defined in the Stadium Lease.

"Lease Expiration Date" shall have the meaning given to it in Appendix A to the Stadium Lease.

"Lease Term" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Lease Year" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Leased Premises" shall have the meaning given to it in Appendix A of the Stadium Lease. Any reference to the "Leased Premises" shall include any part or portion thereof unless the context otherwise requires.

"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 Agreement" means that certain License Agreement, dated as of the Effective Date, by and between Licensor and Licensee as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Licensee" shall have the meaning given to it in the first paragraph of the License Agreement or any successor owner of the Intangible Property Licenses pursuant to the requirements of Article 5 of the License Agreement.

"Licensee Default" shall have the meaning given to it in Section 7.1.1 of the License Agreement.

"Licensee Representative" shall have the meaning given to it in Section 1.3 of the License Agreement.

"Licensee Transferee" shall have the meaning given to it in Section 5.2 of the License Agreement.

"Licensor" means the Licensor named in the opening Recitals of the License Agreement and, after notice to Licensee in accordance with Section 10.5 of the License Agreement, any Licensor Transfer of the License Agreement and the Licensee Transferee's assumption of the obligations of Licensee under the License Agreement in accordance with Section 5.4, the Licensor Transferee.

"Licensor Default" shall have the meaning given to it in Section 7.1.2 of the License Agreement.

"Licensor Representative" shall have the meaning given to it in Section 1.2 of the License Agreement.

"Licensor Transfer" shall have the meaning given to in Section 5.4 of the License Agreement.

"Licensor Transferee" shall have the meaning given to in Section 5.4 of the License Agreement.

"Lien" means, with respect to any Property, any mortgage, lien, pledge, charge or security interest.

"Major League Baseball" shall mean collectively, the National League, the American League and each Member Team.

"Major League Team" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Marks" shall mean 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 developed in connection with or as necessary for the full use and enjoyment of the Intangible Property Rights pursuant to this License Agreement.

"Marks and Copyright Rights" shall have the meaning given to it in Section 2.1.1(f) of the License Agreement.

"Member Team" shall have mean any member team of the National League or the American League.

"Mid-Season Option" shall have the meaning given to it in Appendix A of the Stadium Lease.

"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. The term "Mortgagee" shall be deemed to include the trustee and beneficiary under, and the party secured by, any such Mortgage.

"Naming Rights" shall have the meaning given to it in Section 2.1.1(b) of the License Agreement.

"Naming Rights Agreement" shall have the meaning given to it in Section 2.1.1(b) of the License Agreement.

"Naming Rights License" shall have the meaning given to it in Section 2.1.1(b) of the License Agreement.

"National League" shall mean The National League of Professional Baseball Clubs, a not-for-profit association having its chief executive office currently located at 350 Park Avenue, New York, New York (of which the Team is now a member) and any successor thereto.

"Net Worth" means, for any Person on any date of its determination, (a) such Person's consolidated total assets on such date minus (b) such Person's consolidated total liabilities on such date, all determined in accordance with GAAP after giving effect to the Transfer to such Person. Notwithstanding the foregoing, for purposes for determining the Net Worth of any Person (i) the consolidated total assets of such Person shall be increased by the accumulated amortization of the original cost of any Major League Team owned by such Person and (ii) in the event all of the record

and beneficial equity interests of such Person are owned by an individual, such Person's consolidated total liabilities shall be reduced by the amount of the outstanding principal balance of all unsecured loans by such individual to such Person.

"Non-Relocation Agreement" means that certain Non-Relocation Agreement dated as of the Effective Date (as defined therein) by and between the Licensor and Licensee, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Other Rights" shall have the meaning given to it in Section 2.3.2 of the License Agreement.

"Parties" shall have the meaning given to it in the first paragraph of the License Agreement.

"Permitted Transfer" shall have the meaning given to it in Section 5.2 of the License Agreement.

"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.

"Playing Field" shall mean the area, within the Stadium, designed for the playing of baseball games, including the infield grass, the outfield grass, the infield skinned area, the ground lying to the foul side of the foul lines of the playing field, the warning track, the sod farms, the dugouts and the bull pens, but excluding drainage and irrigation systems.

"Potential Licensee Default" means either (i) any then existing uncured breach by Licensee which, but for the passage of time (with or without notice thereof from Licensor, if applicable), would constitute a Licensee Default under the License Agreement, a Tenant Default under the Stadium Lease or a Houston McLane Default under the Project Agreement or the Non-Relocation Agreement, or (ii) the then existence of any of the following: the making by Licensee of any general assignment for the benefit of creditors until such assignment is rescinded; the filing by Licensee or against Licensee of a petition or proceeding to have Licensee adjudged a bankrupt or of a petition or proceeding for reorganization or arrangement under any law relating to bankruptcy until the same is dismissed; the appointment of a trustee or receiver to control substantially all of the Intangible Property Rights, until control is restored to Licensee; or the attachment, execution or other judicial seizure of substantially all the Intangible Property Licenses, until such seizure is discharged.

"Pre-Season Option" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Primary Term" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Principal Project Documents" mean the Project Agreement, the Stadium Lease, the License Agreement, and the Non-Relocation Agreement, as the same may be amended, supplemented, modified, renewed or extended from time to time with the consent of the Parties.

"Prohibited Use" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Project" shall have the meaning given to it in Appendix A of the Project Agreement.

"Project Agreement" means that certain Project Agreement, dated as of the Effective Date (as defined therein), by and between Licensor and Licensee, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Project Documents" means the Principal Project Documents and all other documents, instruments, and agreements entered into between the Parties during the Project Term (as such term is defined in the Project Agreement) pursuant to the Project Agreement or in connection therewith, as the same may be amended, supplemented, modified, renewed, or extended from time to time.

"Project Financing" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Project Financing Holder" means any holder, or trustee or agent for holders, of any component of the Project Financing.

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

"Public Debt" shall mean 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 Substantial Completion Date to finance the costs of the Project and any refinancings or refundings of such notes, bonds or indebtedness. Public Debt is not secured by a Lien on the Leased Premises, Intangible Property Rights or the Intangible Property Licenses.

"Regular Arbitration" shall have the meaning given to it in Section 1.1 of Appendix C to the License Agreement.

"Rentals" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Renewal Term" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Review and Approval or Consent Rights" shall have the meaning given to in Section 9.2.1 of the License Agreement.

"Reviewing Party" shall have the meaning given to it in Section 9.2.1 of the License Agreement.

"Royalty" shall have the meaning given to in Section 4.1 of the License Agreement.

"Royalty Payments" shall have the meaning given to in Section 4.1 of the License Agreement.

"Royalty Payment Dates" shall have the meaning given to in Section 4.1 of the License Agreement.

"Signage" shall mean all signage (permanent or temporary) in or on the Leased Premises, including, without limitation, scoreboards, Jumbotron or other replay screens, banners, displays, time clocks, message centers, advertisements, signs and marquee signs.

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

"Stadium" means (i) the 42,000-seat, convertible roof, natural grass baseball park currently known as "The Ballpark at Union Station" which is being constructed by the Licensor in downtown Houston, Texas in accordance with the Project Agreement, (ii) the three (3) surface level parking lots located on the portions of the Tracts described on Exhibits A-2, A-3 and A-4 to the Stadium Lease containing parking spaces to serve the Stadium and Union Station Building, such surface level parking lots to be designed and constructed in accordance with the Project Agreement, and (iii) all other improvements to be constructed by Licensor on the Tracts under the terms of the Project Agreement, but excluding the Union Stadium Building.

"Stadium Lease" means the Stadium Lease Agreement dated as of the Effective Date by and between Licensor, as landlord, and Licensee, as tenant, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Sublicense" means a license, sublicense, concession or other agreement between Licensee 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, including Naming Rights Agreements, but excluding any license, sublicense, concession or other agreement for the use of all of the Intangible Property Rights by the same person. The term "Sublicensee" means a sublicensee, user or concessionaire under or pursuant to a Sublicense.

"Submitting Party" shall have the meaning given to it in Section 9.2.1 of the License Agreement.

"Substantial Completion Date" shall have the meaning given to it in Appendix A to the Project Agreement.

"Symbolic Representation" means any two dimensional or three dimensional replica, model, artistic or photographic rendering or other visual representation of the Leased Premises or any portion thereof.

"Targeted Tax" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Team" shall mean the Major League Baseball team owned by the Licensee pursuant to the rights granted to it as a National League franchisee under the Franchise, currently named the Houston Astros Baseball Club.

"Telecommunications Rights" shall have the meaning given to it in Section 2.1.1(e) of the License Agreement.

"Telecommunications Rights License" shall have the meaning given to it in Section 2.1.1(e) of the License Agreement.

"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.

"Tenant's Semi-Annual ARR Fund Deposit" shall have the meaning given to it in Appendix A of the Stadium Lease.

"Term" shall have the meaning given to it in Section 3.1 of the License Agreement.

"Texas General Arbitration Act" shall have the meaning given to it in Section 1.1(b) of Appendix C to the License Agreement.

"Tracts" the real property described on Exhibits A-1, A-2, A-3 and A-4 attached to the Stadium Lease.

"Transfer" shall have the meaning given to it in Section 5.1 of the License Agreement.

"Union Station Building" means the existing six (6) story building located on the Tracts at the corner of Texas Avenue and Crawford Street known as the Union Station Building (but excluding the attached train shed), as such structure is to be altered and renovated in accordance with the terms and provisions of the Project Agreement.

Rules as to Usage

1. The terms defined above have the meanings set forth below for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined.

2. "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.

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

4. Any agreement, instrument or Governmental Rule defined or referred to above 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.

5. References to a Person are also to its permitted successors and assigns.

6. Any term defined above by reference to any agreement, instrument or Governmental Rule has such meaning whether or not such agreement, instrument or Governmental Rule is in effect.

7. "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 are to exhibits or appendices attached to such instrument or agreement.

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

9. References to any gender include, unless the context otherwise requires, references to all genders.

10. The word "or" will have the inclusive meaning represented by the phrase "and/or."

11. "Shall" and "will" have equal force and effect.

12. 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.

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

APPENDIX B
TO
LICENSE AGREEMENT

A. LICENSOR: HARRIS COUNTY-HOUSTON SPORTS AUTHORITY

- (1) Licensor's Account: All payments to Licensor shall be made by wire transfer of immediately available federal funds to the following account (the "Licensor's Account"):

Account of: Harris County-Houston Sports Authority
Account Number: _____
ABA Number: _____
Attention: _____

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

- (2) Notices: All notices to Licensor shall be sent to:

Harris County-Houston Sport Authority
1200 Post Oak Blvd., Suite 416
Houston, Texas 77056
Attention: Chairman
Facsimile Number: (713) 355-2427

with copies of all notices to Licensor 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. LICENSEE: HOUSTON McLANE COMPANY, INC.

- (1) Licensee's Account: All payments to Licensee shall be made by wire transfer of immediately available federal funds to the following account (the "Licensee's Account"):

Account of: Houston McLane Company, Inc.
Account Number: _____
ABA Number: _____
Attention: _____

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

- (2) Notices: All notices to Licensee shall be sent to:

Houston McLane Company, Inc.
c/o McLane Group, L.P.
4001 Industrial Blvd.
Temple, Texas 76503
Attention: Drayton McLane
Facsimile Number: (254) 770-6101

with copies of notice to Licensee being sent to:

Houston McLane Company, Inc.
8400 Kirby, Gate 5
Houston, Texas 77054
Attention: Robert S. McClaren
Facsimile Number: (713) 799-9794

and

Bracewell & Patterson, L.L.P.
South Tower Pennzoil Place
711 Louisiana, Suite 2900
Houston, Texas 77002-2781
Attention: John L. Keffer
Facsimile Number: (713) 221-1212

APPENDIX C
TO
LICENSE AGREEMENT
ARBITRATION PROCEDURES

Section 1. Arbitration.

1.1. Regular Arbitration. Binding arbitration 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 C, 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 C.

(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 License Agreement.

Section 2. Further Qualifications of Arbitrators: Conduct. All arbitrators shall be and remain at all times wholly impartial and, upon written request by either Party, shall provide the Parties with a statement that they can and shall decide any Dispute or Controversy, referred to them impartially. No arbitrator shall be employed by either Party, the City or the County, or have any material financial dependence upon a Party, the City or the County, nor shall any arbitrator have any material financial interest in the Dispute or Controversy.

Section 3. Applicable Law and Arbitration Act. The agreement to arbitrate set forth in this Appendix 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 License Agreement or any right, duty or obligation arising therefrom; 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

EXISTING LICENSES

1. Letter agreement dated December 15, 1997, between Hellmuth, Obata & Kassabaum, Inc. and the Sports Authority allowing two (2) Symbolic Representations of the Leased Premises to be used as the signature image for a new 3-D rendering product manufactured by Autodesk.
2. Letter dated April 3, 1998, from Mayor, Day, Caldwell & Keeton L.L.P., as legal counsel for Sports Authority, to Hellmuth, Obata & Kassabaum, Inc. allowing the use of a Symbolic Representation of the Leased Premises by Channel 51 during Astros-related programming.
3. Letter dated April 30, 1998, from Mayor, Day, Caldwell & Keeton L.L.P., as legal counsel for Sports Authority, to Brown & Root Building Company allowing Brown & Root Building Company, Barton Malow, and Empire Construction to use a Symbolic Representation of the Leased Premises on their business cards and stickers.
4. Letter from the Sports Authority to the Harris County Heritage Society authorizing the Symbolic Representation on a quilt depicting images of downtown Houston.