
NON-RELOCATION AGREEMENT

by and between

HARRIS COUNTY SPORTS & CONVENTION CORPORATION,

and

HOUSTON NFL HOLDINGS, L.P.,

**Harris County Stadium
Astrodomain Complex
Houston, Texas**

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
Article 1	DEFINED TERMS.....2
Section 1.1	Definitions and Usage.....2
Article 2	COVENANT TO PLAY2
Section 2.1	Commitment to Play in Local Area during Project Agreement Term.....2
Section 2.2	Commitment to Stadium.....2
Article 3	NON-RELOCATION.....3
Section 3.1	Relocation of Club.3
Section 3.2	Prohibited Actions4
Section 3.3	Third Party Negotiations.....4
Article 4	DEFAULTS AND REMEDIES FOR A HOUSTON NFL HOLDINGS
DEFAULT	4
Section 4.1	Houston NFL Holdings Default.....4
Section 4.2	HCSCC Remedies.....5
Section 4.3	Declaratory or Injunctive Relief5
Section 4.4	Liquidated Damages6
Section 4.5	Houston NFL Holdings' Termination Rights7
Section 4.6	Termination.....7
Section 4.7	Cumulative Remedies8
Section 4.8	Waiver of Consumer Rights.....8
Article 5	ASSIGNMENT8
Section 5.1	Sale of Franchise.....8
Section 5.2	Assignments of Houston NFL Holdings' Interest.....9
Section 5.3	Permitted Transfers.....9
Section 5.4	Release of Houston NFL Holdings.....10
Section 5.5	Transfers by HCSCC12
Section 5.6	Release of HCSCC.....13
Section 5.7	Estoppel Certificate.....13
Section 5.8	Bond Insurer Consent to HCSCC Transfer.....14
Article 6	GENERAL PROVISIONS.....14
Section 6.1	Representations.14
Section 6.2	Waiver of Immunity.....16
Section 6.3	Consent of National Football League17
Section 6.4	Incorporation of Appendices and Schedules.....17
Section 6.5	Third Party Beneficiary.....17
Section 6.6	Notices17
Section 6.7	Severability18
Section 6.8	Entire Agreement; Amendment and Waiver.....18

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
Section 6.9	Table of Contents Headings.....19
Section 6.10	Parties in Interest; Limitation on Rights of Others19
Section 6.11	Counterparts19
Section 6.12	Governing Law19
Section 6.13	Court Proceedings.....19
Section 6.14	Payment on Business Days20
Section 6.15	Time20
Section 6.16	Interpretation and Reliance20
Section 6.17	No Assignment.....20
Section 6.18	Attorneys' Fees20
Section 6.19	Houston NFL Holdings Covenants.....20
Section 6.20	Other Venues20
Section 6.21	Pledge of Capital Repair Reserve Fund21
Section 6.22	Independent Consideration21
Section 6.23	Interest on Overdue Obligations and Post-Judgment Interest.....21

APPENDICES:

APPENDIX A	Glossary of Defined Terms and Rules as to Usage
APPENDIX B	Addresses for Notices

NON-RELOCATION AGREEMENT

THIS NON-RELOCATION AGREEMENT (this "Non-Relocation Agreement") is made and entered into effective as of the 17th day of May, 2001 (the "Effective Date") by and between the HARRIS COUNTY SPORTS & CONVENTION CORPORATION, a local government corporation organized under the laws of the State of Texas ("HCSCC," as more particularly defined in Appendix A hereof), and HOUSTON NFL HOLDINGS, L.P., a Delaware limited partnership ("Houston NFL Holdings," as more particularly defined in Appendix A hereof). Houston NFL Holdings and HCSCC collectively are referred to herein as the "Parties."

RECITALS

A. Houston NFL Holdings is the holder of the National Football League franchise for the City of Houston, Texas, and is the owner of the Club.

B. The project known as the "Harris County Stadium" includes the design, development, construction, and furnishing of the Stadium and the lease and use thereof by Houston NFL Holdings pursuant to the Principal Project Documents.

C. HCSCC, the Sports Authority, the City, and the County have invested and contemplate continuing to invest a substantial amount of funds for the design, development, construction, and furnishing of the Stadium and such public entities have a significant interest in assuring that Houston NFL Holdings shall cause the Club to play its Football Home Games at the Stadium upon completion of construction.

D. As an inducement to HCSCC to enter into the Principal Project Documents, Houston NFL Holdings has agreed to enter into this Non-Relocation Agreement upon the terms and conditions set forth herein.

E. As an inducement to Houston NFL Holdings to enter into the Principal Project Documents, HCSCC, among other matters, has agreed to the provisions of Section 2.4 of the Club Lease, pursuant to which HCSCC has granted Houston NFL Holdings certain professional football exclusive rights.

F. As an inducement to Houston NFL Holdings to enter into the Principal Project Documents, the Sports Authority, among other matters, has agreed to the provisions of Section 7.3 of the Funding Agreement, pursuant to which the Sports Authority has granted Houston NFL Holdings certain professional football exclusive rights.

G. As an inducement to Houston NFL Holdings to enter into the Principal Project Documents, the County, among other matters, has agreed, in the Recognition Agreement, to the provisions of Section 2.4 of the Club Lease, pursuant to which HCSCC has granted Houston NFL Holdings certain professional football exclusive rights.

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, HCSCC and Houston NFL Holdings do hereby agree as follows:

Article 1

DEFINED TERMS

Section 1.1 Definitions and Usage. Unless the context shall otherwise require, capitalized terms used in this Non-Relocation 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.

Article 2

COVENANT TO PLAY

Section 2.1 Commitment to Play in Local Area during Project Agreement Term. In the event the Club shall have the right (but subject to the other terms hereof) or the ability pursuant to the Club Lease to play Football Home Games during the period of time (the "Project Agreement Non-Relocation Period") that commences upon the Effective Date and ends upon the earlier of the Commencement Date or termination of this Non-Relocation Agreement pursuant to Section 4.6 hereof, then the Club shall play, and Houston NFL Holdings hereby covenants to cause the Club to play, all of its Football Home Games in the Local Area either at the Stadium or as otherwise permitted under the Club Lease. Notwithstanding the foregoing, the Club shall be entitled to play, and the foregoing covenant shall not prevent or prohibit the Club from playing, up to one (1) of its Football Home Games outside the Local Area during each National Football League Season during the Project Agreement Non-Relocation Period; provided that such Football Home Game shall not include any home playoff game. The right to play one (1) Football Home Game outside the Local Area as provided in this Section 2.1 shall be non-cumulative and any unused portion shall expire at the end of each National Football League Season.

Section 2.2 Commitment to Stadium.

2.2.1. Covenant to Play in Stadium. The Club shall play, and Houston NFL Holdings hereby covenants to cause the Club to play, all of its Football Home Games in the Stadium throughout the Lease Term. Notwithstanding the foregoing, the Club shall be entitled to play, and the foregoing covenant shall not prevent or prohibit the Club from playing, up to one (1) of its Football Home Games outside the Stadium during each National Football League Season; provided that such exempt Football Home Game shall not include any home playoff game. The right to play one (1) Football Home Game outside the Stadium as provided in this Section 2.2.1 shall be non-cumulative and any unused portion shall expire at the end of each National Football League Season.

2.2.2. Untenantability of Stadium, Casualty and Force Majeure. Notwithstanding the provisions of Section 2.1 or Section 2.2.1 to the contrary, if, during the Lease Term, either (i) a Stadium Untenantable Condition; or (ii) a Casualty, not caused by the gross negligence of Houston NFL Holdings or the willful misconduct of Houston NFL Holdings, its agents, employees, or contractors; or (iii) an event of Force Majeure; or (iv) a Landlord Default; or (v) a Landlord Failure (which has not been remedied after Houston NFL Holdings has initiated commercially reasonable steps to exercise Tenant's Self-Help Rights, to the extent practicable) occurs, which Stadium Untenantable Condition, Casualty, event of Force Majeure, Landlord Default or Landlord Failure (as provided above) prevents the Club from utilizing the Stadium for its Football Home Games, then Houston NFL Holdings shall first attempt to re-Book such Football Home Game(s) at the Stadium to a date or dates satisfactory to Houston NFL Holdings and then be entitled to make arrangements for alternate sites and the Club shall be entitled to play its Football Home Games at such alternate sites but only during the period of time that any such Stadium Untenantable Condition, Casualty, event of Force Majeure, Landlord Default or Landlord Failure (as provided above) shall exist and provided that Houston NFL Holdings uses, subject to events of Force Majeure, commercially reasonable efforts to mitigate and overcome such Stadium Untenantable Condition or other condition to the extent such is within the control of Houston NFL Holdings. Additionally, Houston NFL Holdings shall use reasonable efforts to locate and use alternate sites, to the extent available, which are located within the boundaries of the Local Area with the Club first attempting to utilize the Astrodome, and to the extent not available for use then another appropriate venue within the Local Area; provided, however, that the use thereof is, in the good faith judgment of Houston NFL Holdings, reasonably exercised, economically feasible and is approved by the NFL for such use. In no event shall the obligation to use commercially reasonable efforts to mitigate and overcome such Stadium Untenantable Condition or other such condition require the Club or Houston NFL Holdings to perform any obligation of HCSCC under the Principal Project Documents.

2.2.3. NFL Labor Disputes. Notwithstanding the provisions of Section 2.1 or Section 2.2.1 to the contrary, if during the Lease Term there occurs, from time to time, an NFL Labor Dispute, then during the pendency thereof, the Club shall not be obligated to play any Football Home Games at the Stadium that have been cancelled by the NFL as a result of such NFL Labor Dispute; provided that any replacement or substitute Football Home Games must be played in the Stadium, subject to the terms of Section 2.2.2 hereof.

Article 3

NON-RELOCATION

Section 3.1 Relocation of Club.

(a) Houston NFL Holdings shall not relocate the Club or the Home Territory of the Club outside the boundaries of the Local Area.

(b) Without limiting or impairing the obligations of Article 2 hereof, in the event the Club is in violation of Article 2 then such action shall be deemed to be a relocation of the Home Territory of the Club which shall constitute a default under Section 3.1(a). The preceding limitation on Football Home Games shall not include

Football Home Games played outside the Stadium or the Local Area due to a good faith dispute over the existence of (i) a Stadium Untenantable Condition, (ii) a Casualty not caused by the gross negligence of Houston NFL Holdings or the willful misconduct of Houston NFL Holdings, or its agents, employees, or contractors, (iii) an event of Force Majeure, (iv) a Landlord Default, or (v) a Landlord Failure (which has not been remedied after Tenant has initiated commercially reasonable steps to exercise Tenant's Self-Help Rights, to the extent practicable), which excuses the Club from holding its Football Home Games in the Stadium or the Local Area.

Section 3.2 Prohibited Actions. Except during the last five (5) years of the Lease Term, Houston NFL Holdings shall not apply for or seek approval from the National Football League for the relocation of the Club or the Home Territory of the Club outside the Local Area or for the reduction of the Local Area.

Section 3.3 . Third Party Negotiations. Notwithstanding Section 3.2 to the contrary, during (x) the period of time that is five (5) years prior to the expiration of the Lease Term or (y) the existence of a "Landlord Default" (as defined in the Club Lease), a "Licensor Default" (as defined in the License Agreement), an "HCSCC Default" (as defined in the Project Agreement), or an "Event of Default" (as defined in the Stadium Tri-Party Agreement) caused by HCSCC under the Stadium Tri-Party Agreement, then and only then Houston NFL Holdings may, after giving prior written notice to HCSCC, enter into negotiations or agreements with third parties concerning the relocation of the Club or the Home Territory of the Club outside the boundaries of the Local Area, but (i) any such relocation shall be effective only upon the expiration or earlier termination of the Lease Term and (ii) Houston NFL Holdings shall remain, and any such third party agreements shall be, subject to all other provisions of this Non-Relocation Agreement including, without limitation, Section 2.2.1 above. The foregoing notwithstanding, Houston NFL Holdings shall not be in breach of this Section 3.3 in the event that the purpose of any such negotiation or agreement with third parties is for the purpose of (i) exercising the Club's rights under Article 2 in connection with the playing of one (1) Football Home Game in any National Football League Season outside of the Local Area as provided for therein or (ii) exercising the Club's rights under Section 2.2.2 as provided therein.

Article 4

DEFAULTS AND REMEDIES FOR A HOUSTON NFL HOLDINGS DEFAULT

Section 4.1 Houston NFL Holdings Default. The occurrence of any of the following shall be an "Event of Default" by Houston NFL Holdings or a "Houston NFL Holdings Default":

(a) Failure of Houston NFL Holdings to keep, observe, or perform any of the terms, covenants, or agreements contained in Article 2, Article 3, Article 5 or Section 6.8 of this Non-Relocation Agreement;

(b) Any representation or warranty confirmed or made in this Non-Relocation Agreement by Houston NFL Holdings shall be found to have been incorrect in any material respect when made or deemed to have been made and the same is not remedied within thirty (30) days after HCSCC gives notice to Houston NFL Holdings thereof; or

(c) The (i) filing by Houston NFL Holdings of a voluntary petition in bankruptcy; or (ii) adjudication of Houston NFL Holdings 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 Houston NFL Holdings under the United States Bankruptcy Code or any other similar state or federal law dealing with creditor's rights generally unless within sixty (60) days after such filing Houston NFL Holdings causes such proceeding or appointment to be stayed or discharged; or (iv) appointment of receiver, trustee or other similar official for Houston NFL Holdings or its property.

Section 4.2 HCSCC Remedies. Upon the occurrence of any Houston NFL Holdings Default, HCSCC may, in its sole discretion, subject to the provisions of this Section 4.2, have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided for in this Non-Relocation Agreement:

(a) HCSCC may seek and obtain injunctive or declaratory relief pursuant to Section 4.3 hereof including, without limitation, specific performance;

(b) HCSCC may recover liquidated damages pursuant Section 4.4 hereof but only in the event of a violation of Section 3.1 hereof;

(c) HCSCC may terminate this Non-Relocation Agreement pursuant to Section 4.6 hereof; provided however, HCSCC may not, without the prior written consent of the Bond Insurer during the Bond Insurance Period, terminate this Non-Relocation Agreement as a result of violation by Houston NFL Holdings of Section 3.1 prior to pursuing HCSCC's other remedies for a Houston NFL Holdings Default as provided herein; and

(d) HCSCC may exercise any and all other remedies available to HCSCC at law or in equity.

Notwithstanding the foregoing to the contrary, so long as Robert C. McNair is, directly or indirectly, the Controlling Person of Houston NFL Holdings, HCSCC and any other beneficiaries of this Non-Relocation Agreement agree that they must first seek injunctive or declaratory relief pursuant to Section 4.3 hereof (including specific performance) prior to instituting a suit for liquidated damages. In the event that the remedy of injunctive relief pursuant to Section 4.3 (including specific performance) is not granted by a court of competent jurisdiction, then HCSCC and any beneficiaries hereof shall have the right to pursue any and all other remedies available under this Non-Relocation Agreement including any and all remedies available at law or in equity.

Section 4.3 Declaratory or Injunctive Relief. Any Party or express beneficiary of this Non-Relocation Agreement shall be entitled to seek injunctive relief prohibiting or mandating action by any other Party in accordance with this Non-Relocation Agreement, or declaratory relief with respect to any matter under this Non-Relocation Agreement. In addition, Houston NFL Holdings (a) recognizes that the Stadium is being constructed by HCSCC, certain taxes are being imposed by the Sports Authority, and certain debt is being incurred by the Sports Authority in order to permit the playing of Football Home Games in the Stadium during the

Lease Term, all as provided in Article 2, and (b) acknowledges and agrees that monetary damages could not be calculated to compensate HCSCC and the Sports Authority for any breach by Houston NFL Holdings of the covenants and agreements contained in this Non-Relocation Agreement. Accordingly, Houston NFL Holdings agrees that (i) the covenants and agreements contained in this Non-Relocation Agreement shall constitute an agreement described by subsection (a)(2) of Section 334.005 of Chapter 334 of the Local Government Code and subsection (a)(2) of Section 335.004 of Chapter 335 of the Texas Local Government Code, (ii) HCSCC may restrain or enjoin any breach or threatened breach of any covenant, duty, or obligation of Houston NFL Holdings contained in this Non-Relocation Agreement without the necessity of posting a bond or other security and without any further showing of irreparable harm, balance of harms, consideration of the public interest or the inadequacy of monetary damages as a remedy, (iii) the administration of an order for injunctive relief would not be impractical and, in the event of any breach of any covenant, duty or obligation contained in this Non-Relocation Agreement, the balance of hardships would weigh in favor of entry of injunctive relief, (iv) HCSCC may enforce any such covenant, duty or obligation of Houston NFL Holdings contained in this Non-Relocation Agreement through specific performance if so awarded, and (v) HCSCC may seek injunctive or other form of ancillary relief from a court of competent jurisdiction in order to maintain the status quo and enforce the terms of this Non-Relocation Agreement. The Parties hereby agree and irrevocably stipulate that the rights of HCSCC to injunctive relief pursuant to this Non-Relocation Agreement shall not constitute a "claim" pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving Houston NFL Holdings.

Section 4.4 Liquidated Damages. The Parties also recognize, agree, and stipulate that the financial, civic, and social benefits to HCSCC, the Sports Authority, the City, and the County from the presence of the Club and the playing of its Football Home Games in the Local Area are great, but that the precise value of those benefits is difficult to quantify due to the number of citizens and businesses that rely upon and benefit from the presence of the Club in the City and County. Accordingly, the magnitude of the damages that would result from an Event of Default under Section 3.1 hereof would be very significant in size but difficult to quantify including, without limitation, damages to the finances of HCSCC, the Sports Authority, the City, and the County. Therefore, the Parties agree that in the event of an Event of Default under Section 3.1 hereof including, without limitation, any such breach arising pursuant to the provisions of Section 365(g) of the United States Bankruptcy Code or similar provision of any successor thereto, HCSCC will be entitled to recover from Houston NFL Holdings the following sums, which are stipulated to be reasonable estimated damages in the event of a violation of Section 3.1 hereof, as reasonable liquidated damages and not as a penalty:

<u>Date of Breach</u>	<u>Liquidated Damages</u>
7/1/98-6/30/2003	\$200,000,000
7/1/03-6/30/2008	\$172,000,000
7/1/08-6/30/2013	\$144,000,000
7/1/13-6/30/2018	\$116,000,000
7/1/18-6/30/2023	\$88,000,000
After 7/1/2023	\$60,000,000

The Parties hereby acknowledge that they have negotiated the above amounts in an attempt to make a good faith effort in quantifying the amount of damages due to an Event of Default under Section 3.1 hereof despite the difficulty in making such determination. Accordingly, in the event HCSCC collects the above referenced liquidated damages then HCSCC hereby waives any right to collect, seek or claim any additional monetary damages (other than as provided pursuant to Section 6.18 hereof) including without limitation, any lost or prospective profits, or for any other special, indirect, incidental, consequential, exemplary, or punitive damages. HCSCC hereby agrees to deliver to the Sports Authority out of the liquidated damages it receives an amount sufficient to satisfy sums due under the Public Debt.

Section 4.5 Houston NFL Holdings' Termination Rights. The occurrence of any of the following shall be an "Event of Default" by HCSCC or an "HCSCC Default":

- (a) Termination of the Project Agreement by Houston NFL Holdings due to an "HCSCC Default" as defined therein;
- (b) Termination of the License Agreement by Houston NFL Holdings due to a "Licensor Default" as defined therein;
- (c) Termination of the Club Lease by Houston NFL Holdings due to a "Landlord Default" as defined therein;
- (d) Termination of the Stadium Tri-Party Agreement by Houston NFL Holdings due to a "Landlord Default" as defined therein;
- (e) Any breach by the Sports Authority of its obligations and agreements under Section 7.3 of the Funding Agreement;
- (f) Termination of the Funding Agreement by Houston NFL Holdings due to an "Event of Default" of either HCSCC or the Sports Authority; and/or
- (g) Any breach by the County of its obligations and agreements under Section 3.2.2 of the Recognition Agreement.

Section 4.6 Termination.

4.6.1. Upon an Event of Default. Upon the occurrence of Event of Default, the non-defaulting Party shall have the right but not the obligation to give to the defaulting Party notice (a "Final Notice") of the non-defaulting Party's intention to terminate this Non-Relocation Agreement after the expiration of a period of thirty (30) days from the date such Final Notice is given unless the default is cured, and upon expiration of such thirty (30) day period, if the default is not cured, this Non-Relocation 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 Non-Relocation 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 judgment or award, as the case may be, is entered with respect to such Action or

Proceeding. In the event of a termination of this Non-Relocation Agreement by either Party under this Section 4.6.1 or Section 4.6.2, then (except for the provisions herein that expressly are to survive termination hereof), all obligations of the Parties under this Non-Relocation Agreement automatically shall terminate also. Termination of this Non-Relocation Agreement shall not alter any existing claim (to the extent permitted herein) of either Party for breaches of this Non-Relocation Agreement occurring prior to such termination and the obligations of the Parties hereto with respect thereto shall survive termination.

4.6.2. Other Circumstances. Additionally, Houston NFL Holdings shall have the right to terminate this Non-Relocation Agreement in the event of:

(a) Termination of the Club Lease by Houston NFL Holdings pursuant to Section 2.4, 12.3, 13.2.1, 17.4, 17.6 or 17.7 of the Club Lease; or

(b) Termination of the Project Agreement by Houston NFL Holdings pursuant to Section 8.3 of the Project Agreement in the event "Substantial Completion" does not occur on or before the deadline specified therein; or

(c) The loss by Houston NFL Holdings, its successors or assigns of the Franchise, other than as a result of a default or other action by Houston NFL Holdings or any such successor or assign of its obligations under the Franchise Agreement.

Section 4.7 Cumulative Remedies. Each right or remedy of Houston NFL Holdings and HCSCC provided for in this Non-Relocation Agreement shall (subject to any limitations set forth in this Non-Relocation Agreement) be cumulative of and shall be in addition to every other right or remedy of Houston NFL Holdings or HCSCC provided for in this Non-Relocation Agreement, and the exercise or the beginning of the exercise by Houston NFL Holdings or HCSCC of any one or more of the rights or remedies provided for in this Non-Relocation Agreement shall (subject to any limitations set forth in this Non-Relocation Agreement) not preclude the simultaneous or later exercise by Houston NFL Holdings or HCSCC of any or all other rights or remedies provided for in this Non-Relocation Agreement or in any other Principal Project Document or hereafter existing at law or in equity, by statute or otherwise.

Section 4.8 Waiver of Consumer Rights. THE PARTIES AGREE THAT THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 17.41 *ET SEQ.*, BUSINESS & COMMERCE CODE (THE "DTPA") DOES NOT APPLY TO EITHER HCSCC OR HOUSTON NFL HOLDINGS SINCE NEITHER QUALIFIES AS A "CONSUMER" UNDER SECTION 17.45(4) OF THE DTPA.

Article 5

ASSIGNMENT

Section 5.1 Sale of Franchise. Houston NFL Holdings agrees that an essential part of the consideration to HCSCC under this Non-Relocation Agreement is (i) the obligation to cause the Club to play in the Local Area (except as otherwise provided herein), as provided in Section 2.1, (ii) the obligation to cause the Club to play in the Stadium (except as otherwise provided herein), as provided in Section 2.2, (iii) the prohibition of relocating the Club, as provided in

Section 3.1(a), and (iv) the requirement that the Person (whether one or more) who from time to time holds the Franchise comply, in all other respects, with the applicable terms and provisions of this Non-Relocation Agreement. Accordingly, Houston NFL Holdings covenants and agrees that Houston NFL Holdings shall not transfer, sell, mortgage, pledge, encumber or assign (each a "Houston NFL Holdings Transfer") the Franchise in any manner except upon compliance with each of the following conditions precedent:

(a) The transfer of the Franchise is approved in accordance with the applicable National Football League Rules and Regulations;

(b) Such assignee of the Franchise executes and delivers to HCSCC an Assignment and Assumption Agreement whereby such assignee assumes full responsibility for the performance of all of the obligations of Houston NFL Holdings under this Non-Relocation Agreement arising on and after the date of such assignment. The form of such instrument of assumption shall be subject to the prior written approval of HCSCC, 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 purpose under this Non-Relocation Agreement; and

(c) In all instances, from and after such assignment, the assignee of the Franchise must also be the successor tenant under the Club Lease and the successor licensee under the License Agreement and successors to the Club under all the Principal Project Documents.

(d) The provisions of this Non-Relocation Agreement shall be deemed to be a restrictive covenant that attaches to and is binding upon the Franchise.

Section 5.2 Assignments of Houston NFL Holdings' Interest. Except as otherwise permitted by this Article 5, Houston NFL Holdings may not (and Houston NFL Holdings agrees that it will not), voluntarily, involuntarily, by operation of law or otherwise (including by way of merger or consolidation), permit a Houston NFL Holdings Transfer without (i) first obtaining the consent of HCSCC and, during the Bond Insurance Period, Bond Insurer, pursuant to this Article 5, which consent shall not be unreasonably withheld, delayed or conditioned and (ii) unless such Transfer is a Permitted Transfer, a concurrent transfer of all of Houston NFL Holdings' rights and obligations under all of the Principal Project Documents in accordance with the terms of the Principal Project Documents. For purposes of this Non-Relocation Agreement, the term "Houston NFL Holdings Transfer" shall also include any transfer of any of Houston NFL Holdings' rights under this Non-Relocation Agreement or any issuance or transfer of any securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of Houston NFL Holdings or any transfer of an equity or beneficial interest in Houston NFL Holdings that results in either (x) a change of the Controlling Person, if any, of Houston NFL Holdings, or (y) the creation of a Controlling Person of Houston NFL Holdings, where none existed before.

Section 5.3 Permitted Transfers. Although the following shall constitute a Houston NFL Holdings Transfer under this Non-Relocation Agreement (each, a "Permitted Transfer"), HCSCC's and, during the Bond Insurance Period, Bond Insurer's, consent to such Permitted

Transfer shall be deemed to have been obtained provided no uncured Houston NFL Holdings Default for which HCSCC or, during the Bond Insurance Period, Bond Insurer, has delivered notice to Houston NFL Holdings shall then exist, and provided further to the extent NFL approval is required, such approval shall have been obtained (in each case in the sole and absolute discretion of the NFL):

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

(b) Any assignment, transfer, mortgage, pledge or encumbrance or Lien in or on the Franchise or any assignment, transfer, mortgage, pledge, encumbrance or Lien in or on any of Houston NFL Holdings' trade fixtures, equipment, personal property, receivables, accounts, contract rights, general intangibles, tangible and intangible assets, or any revenue streams derived from any source whatsoever or the Franchise provided the same is subject and subordinate to this Non-Relocation Agreement and the other Principal Project Documents; provided, however, that the prior approval of the NFL shall be required;

(c) Any issuance or transfer of any securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of Houston NFL Holdings that results in there being no Controlling Person of Houston NFL Holdings; provided, however, that the prior approval of the NFL shall be required; and

(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 Houston NFL Holdings that results in either a change of the Controlling Person of Houston NFL Holdings or the creation of a Controlling Person of Houston NFL Holdings, where none existed before, provided, during the seven (7) years preceding the date of such Houston NFL Holdings Transfer, the Person who is the new Controlling Person of Houston NFL Holdings shall not have been convicted in a federal or state felony criminal proceeding (including a conviction entered on a plea of nolo contendere) of a crime of moral turpitude, unless the same shall have been subsequently reversed, suspended, vacated, annulled, or otherwise rendered of no effect under applicable Governmental Rule; provided, however, that the prior approval of the NFL shall be required.

Section 5.4 Release of Houston NFL Holdings. No Houston NFL Holdings Transfer shall relieve Houston NFL Holdings from any of its obligations under this Non-Relocation

Agreement except that Houston NFL Holdings shall be relieved from any obligations arising under this Non-Relocation Agreement after the date of a Permitted Transfer if, and only if, all of the following occur:

(a) Houston NFL Holdings has notified HCSCC and, during the Bond Insurance Period, Bond Insurer, of the name and address of the Houston NFL Holdings Transferee and the Controlling Person, if any, of such Houston NFL Holdings Transferee by the time of the Permitted Transfer;

(b) The Houston NFL Holdings Transferee must also be the successor by assignment of Houston NFL Holdings' rights under the Franchise and the Principal Project Documents;

(c) Such Houston NFL Holdings Transfer is a Permitted Transfer described in Subparagraph (a) of Section 5.3 or such NFL Holdings Transfer has been approved in accordance with Section 5.2 hereof;

(d) The Houston NFL Holdings Transferee shall have assumed responsibility for performance of all of the obligations of Houston NFL Holdings under the Principal Project Documents arising on and after the date of the Houston NFL Holdings Transfer pursuant to an instrument of assignment and assumption substantially in the form of the Assignment and Assumption Agreement or, if not substantially in such form, then in a form approved by HCSCC, and, during the Bond Insurance Period, Bond Insurer, 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 Non-Relocation Agreement;

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

(f) As of the date of the Permitted Transfer (after giving effect to the Transfer), the Net Worth of the Houston NFL Holdings Transferee shall be no less than an amount equal to Ten Million and No/100 Dollars (\$10,000,000.00) multiplied by the then CPI Fraction (the "Financial Test"); and

(g) The Houston NFL Holdings Transferee's satisfaction of the Financial Test as of the date of the Houston NFL Holdings Transfer (after giving effect to the Houston NFL Holdings Transfer) shall be evidenced by, and be deemed satisfied by, (i) representations to that effect by the Houston NFL Holdings Transferee in the Assignment and Assumption Agreement and (ii) a letter addressed and delivered to HCSCC and, during the Bond Insurance Period, Bond Insurer, and Houston NFL

Holdings (at Houston NFL Holdings' or the Houston NFL Holdings Transferee's expense) from a firm of independent certified public accountants of recognized national standing and stating that, based upon an audit of the Houston NFL Holdings Transferee up to and including the date of the Houston NFL Holdings Transfer (after giving actual or proforma effect to the Houston NFL Holdings Transfer) made in accordance with generally accepted auditing standards, in such firm's opinion the Financial Test is/was met as of the date of the Houston NFL Holdings 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 Houston NFL Holdings or the Houston NFL Holdings Transferee delivers to HCSCC and, during the Bond Insurance Period, Bond Insurer, the accountant's letter described in Subparagraph (g) above, HCSCC or, during the Bond Insurance Period, Bond Insurer delivers to Houston NFL Holdings and the Houston NFL Holdings Transferee a request that such requesting HCSCC or Bond Insurer be provided an opportunity to inspect and review the work papers used by such accounting firm in the preparation of such letter (all costs of any such inspection and review to be at such requesting HCSCC's or Bond Insurer's expense), Houston NFL Holdings and the Houston NFL Holdings 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 such requesting HCSCC or Bond Insurer who is reasonably acceptable to Houston NFL Holdings. Such inspection and review by the individual designated by such requesting HCSCC or Bond Insurer shall take place during the thirty (30) day period following the later of the delivery of such request by such requesting HCSCC or Bond Insurer or the approval by Houston NFL Holdings of the individual designated by such requesting HCSCC or Bond Insurer and shall be at a reasonable location designated by such accounting firm. Such requesting HCSCC or Bond Insurer and the individual so designated by HCSCC 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 Houston NFL Holdings, the Houston NFL Holdings Transferee or such accounting firm shall reasonably request consistent with the foregoing.

Section 5.5 Transfers by HCSCC. Except with respect to an HCSCC Transfer to the County or a County Affiliate and Facility Mortgages permitted pursuant to the terms of the Club Lease, HCSCC shall not (and HCSCC agrees that it will not) voluntarily, involuntarily, by operation of law or otherwise, sell, assign or otherwise transfer this Non-Relocation Agreement or any of its rights, obligations or duties under this Non-Relocation Agreement (an "HCSCC Transfer"), without first obtaining the consent of Houston NFL Holdings, which consent may be withheld, delayed or conditioned in Houston NFL Holdings' sole discretion. The following conditions must be complied with prior to, or simultaneously with, any HCSCC Transfer: (i) HCSCC must notify Houston NFL Holdings of the name and address of the Person who HCSCC desires to succeed to the rights and obligations of HCSCC under this Non-Relocation Agreement (an "HCSCC Transferee"), (ii) Houston NFL Holdings' consent must be obtained with regard to any HCSCC Transfer other than an HCSCC Transfer to the County or a County Affiliate or Facility Mortgages permitted pursuant to the terms of the Club Lease, (iii) the HCSCC Transferee shall have (x) received, and acknowledged receipt of, the collected balance of the Capital Repair Reserve Fund and Insurance Fund, if any, established a new Capital Repair

Reserve Account and Insurance Account in its name, and deposited such amounts into escrow in such new Capital Repair Reserve Account and Insurance Account, as appropriate, for the benefit of Houston NFL Holdings and the Rodeo and to be held and distributed in accordance with the Club Lease and the Stadium Tri-Party Agreement as part of the Capital Repair Reserve Fund and Insurance Fund, as appropriate, and (y) assumed all of the obligations of HCSCC under the Principal Project Documents arising on and after such HCSCC Transfer and agreed to be bound by all of the terms, conditions and provisions of the Principal Project Documents, all pursuant to an instrument in form and substance approved by Houston NFL Holdings and, during the Bond Insurance Period, Bond Insurer, 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 Non-Relocation Agreement if the HCSCC Transferee is a Governmental Authority, but otherwise may be withheld, delayed or conditioned in Houston NFL Holdings' and, during the Bond Insurance Period, Bond Insurer's, discretion, (iv) with respect to any HCSCC Transfer that occurs prior to the Substantial Completion Date, HCSCC shall have provided Houston NFL Holdings and, during the Bond Insurance Period, Bond Insurer, with evidence, reasonably acceptable to Houston NFL Holdings and, during the Bond Insurance Period, Bond Insurer, that the HCSCC Transferee has the financial wherewithal to perform all of HCSCC's obligations under this Non-Relocation Agreement and the other Principal Project Documents and that such HCSCC Transfer complies with all applicable Governmental Rules, and (v) following the HCSCC Transfer, the HCSCC Transferee must own, lease or otherwise control all of the Complex Grounds and Additional Parking Land in a manner that permits such HCSCC Transferee to fulfill all of HCSCC's obligations under the Principal Project Documents.

Section 5.6 Release of HCSCC. No HCSCC Transfer shall relieve HCSCC from any of its obligations under this Non-Relocation Agreement except that HCSCC shall be relieved from any obligations arising under this Non-Relocation Agreement on and after the date of an HCSCC Transfer if, and only if (i) Houston NFL Holdings and, during the Bond Insurance Period, Bond Insurer, consents to such HCSCC Transfer or (ii) Houston NFL Holdings' consent to such HCSCC Transfer is not required pursuant to Section 5.5.

Section 5.7 Estoppel Certificate. In connection with any Permitted Transfer, permitted HCSCC Transfer or financing by Houston NFL Holdings, HCSCC or the Sports Authority, Houston NFL Holdings and HCSCC agree to execute and deliver to each other (or to the Sports Authority, as the case may be) an estoppel certificate intended to be relied upon by Houston NFL Holdings, HCSCC and any transferee or assignee pursuant to a Permitted Transfer or a permitted HCSCC Transfer, as the case may be, the Sports Authority or any third party lender, stating:

- (a) Whether this Non-Relocation Agreement is unmodified and is in full force and effect (or, if there have been modifications, that this Non-Relocation Agreement is in full force and effect as modified and stating the modifications);
- (b) To the knowledge of HCSCC or Houston NFL Holdings, as the case may be, whether there are any Houston NFL Holdings Defaults or any HCSCC Defaults (and specifying each such default or potential default as to which HCSCC or Houston NFL Holdings, as the case may be, has knowledge); and

(c) HCSCC's or Houston NFL Holdings' current address, as the case may be, for purposes of giving notice.

Section 5.8 Bond Insurer Consent to HCSCC Transfer. During the Bond Insurance Period and in addition to HCSCC's compliance with all of the terms and conditions of this Article 5 with respect to any HCSCC Transfer, HCSCC covenants and agrees that HCSCC will (i) deliver a copy of the notice required to be delivered to Houston NFL Holdings pursuant to clause (i) of Section 5.5 to the Bond Insurer and (ii) obtain the consent of the Bond Insurer for a transfer to any HCSCC Transferee that is not the County or a County Affiliate, each prior to any such HCSCC Transfer. In connection with a HCSCC Transfer during the Bond Insurance Period to a HCSCC Transferee who is a County Affiliate, HCSCC must provide to the Bond Insurer a legal opinion reasonably satisfactory to the Bond Insurer stating that such County Affiliate is subject to Chapter 9 of the United States Bankruptcy Code, as amended.

Article 6

GENERAL PROVISIONS

Section 6.1 Representations.

6.1.1. Power and Authority. Each individual executing and delivering this Non-Relocation 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.

6.1.2. Houston NFL Holdings' Representations. As an inducement to HCSCC to enter into this Non-Relocation Agreement, Houston NFL Holdings hereby represents and warrants to HCSCC, as of the Effective Date, as follows:

(a) Houston NFL Holdings is a Delaware limited partnership, duly organized and validly existing under the laws of the State of Delaware, with all necessary power and authority to enter into this Non-Relocation Agreement and to consummate the transactions herein contemplated. Houston NFL Holdings is qualified to do business in Texas.

(b) Neither the execution and delivery of this Non-Relocation Agreement by Houston NFL Holdings nor the performance by Houston NFL Holdings 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 Houston NFL Holdings is subject or any provision of the limited partnership agreement of Houston NFL Holdings 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 Houston NFL Holdings is a party or by which Houston NFL Holdings or its assets are bound.

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

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

(f) Robert C. McNair, or Persons controlled by Robert C. McNair is/are, directly or indirectly, the Controlling Person of Houston NFL Holdings.

(g) Houston NFL Holdings is the record and beneficial owner of the Franchise. Houston NFL Holdings is, subject to the terms of its Franchise Agreement, a member in good standing of the National Football League and, to its best knowledge, is in compliance with all applicable National Football League Rules and Regulations which are relevant to the transactions contemplated herein and with the terms of its Franchise Agreement.

(h) Houston NFL Holdings has delivered to HCSCC a true, complete, and accurate copy of such portion of the National Football League Rules and Regulations which are relevant to the transactions contemplated herein and in the other Principal Project Documents.

6.1.3. HCSCC Representations. As an inducement to Houston NFL Holdings to enter into this Non-Relocation Agreement, HCSCC represents and warrants to Houston NFL Holdings, as of the Effective Date, as follows:

(a) HCSCC is a local government corporation duly formed and validly existing under Subchapter D, Texas Transportation Corporation Act, TEX. TRANSP. CODE ANN., Section 431.101, et. seq., and TEX. LOC. GOV'T CODE ANN.,

Section 394.001, et. seq., with all necessary power and authority to enter into this Non-Relocation Agreement and to consummate the transactions herein contemplated.

(b) Neither the execution and delivery of this Non-Relocation Agreement nor the performance by HCSCC 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 HCSCC is subject or any provision of the articles of incorporation or bylaws of HCSCC 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 HCSCC is a party or by which HCSCC or its assets are bound.

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

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

Section 6.2 Waiver of Immunity. Each of the Parties unconditionally and irrevocably:

(a) Agrees that the execution, delivery and performance by it of this Non-Relocation Agreement constitute private, proprietary and commercial acts rather than public or governmental acts;

(b) Agrees that should any Actions or Proceedings be brought by a Party against it or its assets in relation to this Non-Relocation 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 of any 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 6.3 Consent of National Football League. Any amendment to this Non-Relocation Agreement shall be subject to and made in accordance with National Football League Rules and Regulations, to the extent applicable, all as the same now exist or may be amended or adopted in the future. Any such amendment to this Non-Relocation Agreement that requires the consent of the National Football League is prohibited and shall be null and void unless all applicable consents are obtained in advance, and any such consent may be withheld at the sole and absolute discretion of the National Football League.

Section 6.4 Incorporation of Appendices and Schedules. All Appendices attached to this Non-Relocation Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 6.5 Third Party Beneficiary. The provisions of this Non-Relocation Agreement shall inure to the benefit of, and be enforceable by, and only by, HCSCC, the Sports Authority, the City, the County, Houston NFL Holdings and any of its owners and any permitted successors or assigns thereof, including without limitation any lenders providing financing to Houston NFL Holdings who comply with the terms hereof. Except as provided in Section 6.10, no other Person shall be a third party beneficiary of this Non-Relocation Agreement or have the right to enforce this Non-Relocation Agreement.

Section 6.6 Notices. Subject to Section 6.13 below, all notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this Non-Relocation Agreement shall be given in writing to such Party at the address set forth in Appendix B to this Non-Relocation Agreement or at such other address as such Party shall designate by written notice to the other Party to this Non-Relocation 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 is received during normal Business Hours of the receiving Party on a Business Day 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.

6.6.1. Bond Insurer. During the Bond Insurance Period, if any Party delivers any notice required under this Non-Relocation Agreement, such Party shall also contemporaneously deliver a copy of such notice to the Bond Insurer at 113 King Street, Armonk, New York 10504, Attention: Insured Portfolio Management-PF, Facsimile Number: (914) 765-3799. The Bond Insurer shall have the right at any time and from time to time to change such address for notice by giving all Parties at least five (5) days prior written notice of such change of address.

Section 6.7 Severability. If any term or provision of this Non-Relocation 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 Non-Relocation 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 Non-Relocation 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.

Section 6.8 Entire Agreement; Amendment and Waiver. This Non-Relocation Agreement constitutes the entire agreement of the Parties hereto 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 Letter Agreement. There are no unwritten or oral agreements among the Parties. Neither this Non-Relocation Agreement nor any of the terms hereof including, without limitation, this Section 6.8, may be terminated, amended, supplemented, waived or modified orally or by conduct of the Parties, but only (i) by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought, and (ii) with the written consent of Bond Insurer, if such amendment, supplement, waiver or modification is made or given during the Bond Insurance Period and (x) modifies any rights of either of the Parties to terminate this Non-Relocation Agreement or (y) modifies any rights of Bond Insurer or any obligations to Bond Insurer expressly provided in this Non-Relocation Agreement or (z) without limiting clauses (x) and (y), amends, supplements, waives or modifies Article 2, Article 3, Article 4, Article 5, Section 6.1, Section 6.2, Section 6.5, Section 6.6.1, Section 6.7, Section 6.8, Section 6.10, Section 6.12 or Section 6.23 or any defined terms used in or relating to such provisions. With respect to any consent required under the preceding clause (z), the Bond Insurer agrees not to unreasonably withhold its consent. No failure or delay of any Party, in any one or more instances, (i) in exercising any power, right or remedy under this Non-Relocation Agreement, or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Non-Relocation 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 upon 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 instance 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.

Section 6.9 Table of Contents Headings. The table of contents and headings of the various articles, sections and other subdivisions of this Non-Relocation Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 6.10 Parties in Interest; Limitation on Rights of Others. The terms of this Non-Relocation Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Non-Relocation Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns as expressly provided herein) 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, during the Bond Insurance Period, Bond Insurer may exercise its rights and enforce its rights and any obligations to Bond Insurer expressly provided in this Non-Relocation Agreement and shall also be an express third-party beneficiary to exercise its rights and to enforce its rights and obligations to Bond Insurer expressly provided for in this Non-Relocation Agreement, including Section 6.8.

Section 6.11 Counterparts. This Non-Relocation 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 Non-Relocation Agreement. All signatures need not be on the same counterpart.

Section 6.12 Governing Law. THIS NON-RELOCATION 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 6.13 Court Proceedings. Any suit, action or proceeding against any Party to such instrument arising out of or relating to this Non-Relocation Agreement, any transaction contemplated thereby or any judgment entered by any court in respect of any 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 Non-Relocation Agreement or any transaction contemplated hereby except in a federal or state court located in the City of Houston, Texas.

Section 6.14 Payment on Business Days. If any payment under this Non-Relocation 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 6.15 Time. Times set forth in this Non-Relocation Agreement for the performance of obligations shall be strictly construed, time being of the essence. In the event the date specified or computed under this Non-Relocation 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 6.16 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Non-Relocation Agreement or in the resolution of any ambiguity of any provision thereof.

Section 6.17 No Assignment. Neither this Non-Relocation Agreement nor any of its rights, responsibilities, or obligations can be transferred or assigned, whether by operation of law or otherwise, without the prior written consent of the non-assigning Party except as expressly provided in this Non-Relocation Agreement or in the other Principal Project Documents.

Section 6.18 Attorneys' Fees. If a Party defaults in the performance of any covenants, obligations or agreements of such Party contained herein and the other Party places the enforcement of such instrument, or any part thereof, or the exercise of any other remedy therein provided for such default, in the hands of an attorney who files suit or 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 merger of this Non-Relocation Agreement into any judgment on such instrument.

Section 6.19 Houston NFL Holdings Covenants. Houston NFL Holdings hereby covenants (i) to provide HCSCC with copies of any amendments or modifications to the National Football League Rules and Regulations enacted subsequent to the Effective Date which are material and relevant to the transactions contemplated herein, the Club Lease, or the License Agreement and (ii) to comply with the terms of its Franchise Agreement.

Section 6.20 Other Venues. As a matter of public policy, HCSCC will endeavor to use its reasonable, good faith efforts to cause the Sports Authority to include appropriate non-relocation provisions with any Person on whose behalf the Sports Authority funds a Venue Project subsequent to the Effective Date. Such efforts shall be dependent upon all facts and circumstances involved with each Venue Project. Noncompliance with the preceding sentences by HCSCC shall not be deemed to be a default by HCSCC under this Non-Relocation Agreement or the other Principal Project Documents nor entitle Houston NFL Holdings to

exercise any remedies for such noncompliance or assert such noncompliance as a defense to any claim made by HCSCC or its permitted successors or assigns.

Section 6.21 Pledge of Capital Repair Reserve Fund. Houston NFL Holdings hereby grants and conveys to HCSCC a security interest in and to any interest that it may have in the Capital Repair Reserve Fund and the Capital Repair Reserve Account to secure the payment and performance of any and all of Houston NFL Holdings' obligations under this Non-Relocation Agreement. HCSCC shall not be entitled to enforce such security interest or exercise any remedies in connection therewith unless and until an uncured Houston NFL Holdings Default shall exist beyond any applicable period of notice, grace or cure as herein provided. Houston NFL Holdings shall execute and deliver any security agreements, financing statements, continuation statements, collateral assignments, or other documents as may be reasonably requested by HCSCC for the purpose of perfecting, continuing, and confirming the foregoing security interest in and to Houston NFL Holdings' interest in the Capital Repair Reserve Fund and the Capital Repair Reserve Account.

Section 6.22 Independent Consideration. The Parties hereby acknowledge and agree that the rights and obligations contained in this Non-Relocation Agreement are independent obligations for which separate consideration was received. Houston NFL Holdings acknowledges that notwithstanding the cross default provisions of Section 4.5 hereof, the obligations of Houston NFL Holdings pursuant to this Non-Relocation Agreement are independent of its rights and obligations pursuant to the other Principal Project Documents.

Section 6.23 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 Non-Relocation 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 obtained by one Party against the other Party in any Action or Proceeding arising out of a default by such other Party under this Non-Relocation Agreement shall bear interest thereafter until paid at the Default Rate.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, this Non-Relocation Agreement has been executed by the Parties as of the day and year first written above.

**HARRIS COUNTY SPORTS &
CONVENTION CORPORATION**

By: Michael Surface
Michael Surface, Chairman

HOUSTON NFL HOLDINGS, L.P.

By: RCM Sports & Leisure, L.P.,
Its general partner

By: Houston NFL Holdings GP, L.L.C.,
Its general partner

By: Robert C. McNair
Robert C. McNair, President

APPENDIX A
TO
NON-RELOCATION AGREEMENT

GLOSSARY OF DEFINED TERMS AND RULES AS TO USAGE

Glossary of Defined Terms

"Actions or Proceedings" shall have the meaning given to it in the Club Lease.

"Additional Addressees" shall have the meaning given to it in Section 6.6 of this Non-Relocation Agreement.

"Additional Parking Land" shall have the meaning given to it in the Club Lease.

"Affiliate" shall have the meaning given to it in the Club Lease.

"Assignment and Assumption Agreement" shall have the meaning given to it in the Club Lease.

"Astrodomain Complex" shall have the meaning given to it in the Club Lease.

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

"Bond Insurance Period" shall have the meaning given to it in the Club Lease.

"Bond Insurer" shall have the meaning given to it in the Club Lease.

"Book" shall have the meaning given to it in the Stadium Tri-Party Agreement.

"Business Day" shall have the meaning given to it in the Club Lease.

"Business Hours" shall have the meaning given to it in the Club Lease.

"Capital Repair Reserve Account" shall have the meaning given to it in the Club Lease.

"Capital Repair Reserve Fund" shall have the meaning given to it in the Club Lease.

"Casualty" shall have the meaning given to it in the Club Lease.

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

"Club" shall mean the NFL team owned by Houston NFL Holdings pursuant to the rights granted to it as a franchisee under the Franchise.

"Club Lease" means that certain NFL Club Stadium Lease Agreement dated as of the Effective Date (as defined therein) by and between HCSCC and Houston NFL Holdings, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Commencement Date" shall have the meaning given to it in the Club Lease.

"Complex Grounds" shall have the meaning given to it in the Club Lease.

"Controlling Person" shall have the meaning given to it in the Club Lease.

"Controlling Person Requirement" shall have the meaning given to it in Section 5.4 of this Non-Relocation Agreement.

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

"County Affiliate" shall have the meaning given to it in the Club Lease.

"CPI Fraction" shall have the meaning given to it in the Club Lease.

"Default Rate" shall have the meaning given to it in the Club Lease.

"Effective Date" shall have the meaning given to it in the initial paragraph of the Non-Relocation Agreement.

"Event of Default" shall have the meaning given to it in Section 4.1 or Section 4.5, as applicable, of this Non-Relocation Agreement.

"Existing Letter Agreement" shall mean that certain Letter Agreement among the City, the County, Houston NFL Holdings, the Rodeo, the Sports Authority and the Metropolitan Transit Authority of Harris County, Texas, dated October 19, 1998, as assigned to HCSCC by the County pursuant to that certain Assignment of Rights dated April 7, 1999, as amended pursuant to that certain Letter Agreement-Approval of Budget & Procedures-NFL/Rodeo Stadium dated February 16, 2000, among the Parties and the Sports Authority.

"Facility Mortgage" shall have the meaning given to it in the Club Lease.

"Final Notice" shall have the meaning given to it in Section 4.6.1 of this Non-Relocation Agreement.

"Financial Test" shall have the meaning given to it in Section 5.4 of this Non-Relocation Agreement.

"Football Home Games" shall have the meaning given to it in the Club Lease.

"Force Majeure" shall have the meaning given to it in the Club Lease.

"Franchise" shall have the meaning given to it in the Club Lease.

"Franchise Agreement" shall mean the Expansion Franchise Agreement among Houston NFL Holdings, Robert C. McNair, the 31 Member Teams (as such term is defined therein) of the NFL and the NFL pursuant to which Houston NFL Holdings was granted the Franchise, as such Agreement may be modified, supplemented, or amended, from time to time to the extent such modification, supplement or amendment is not in conflict with the terms of this Non-Relocation Agreement.

"Funding Agreement" shall mean the Funding Agreement dated as of the Effective Date (as defined therein) by and among the Sports Authority, the Rodeo, HCSCC, and Houston NFL Holdings, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Governmental Authority" shall have the meaning given to it in the Club Lease. As the term is used in the Non-Relocation Agreement, HCSCC shall not be considered a Governmental Authority.

"Governmental Rule" shall have the meaning given to it in the Club Lease.

"HCSCC" means the Harris County Sports & Convention Corporation, a Texas public non-profit corporation, an instrumentality of the County under Chapter 431, Subchapter D, TEX. TRANSP. CODE ANN.

"HCSCC Default" shall have the meaning given to it in Section 4.5 of this Non-Relocation Agreement.

"HCSCC Transfer" shall have the meaning given to Section 5.5 of this Non-Relocation Agreement.

"HCSCC Transferee" shall have the meaning given to in Section 5.5 of this Non-Relocation Agreement.

"Home Territory" means the area contained within the boundaries of the City and the area contained within the surrounding territory to the extent of seventy-five (75) miles in every direction from the exterior corporate limits of the City.

"Houston NFL Holdings" means Houston NFL Holdings, L.P., a Delaware limited partnership, which entity currently owns the Franchise.

"Houston NFL Holdings Default" shall have the meaning given to it in Section 4.1 of this Non-Relocation Agreement.

"Houston NFL Holdings Transfer" shall have the meaning given to it in Section 5.1 of this Non-Relocation Agreement.

"Houston NFL Holdings Transferee" shall have the meaning given to it in Section 5.3 of this Non-Relocation Agreement.

"Insurance Account" shall have the meaning given to it in the Club Lease.

"Insurance Fund" shall have the meaning given to it in the Club Lease.

"Landlord Default" shall have the meaning given to it in the Club Lease.

"Landlord Failure" shall have the meaning given to it in the Club Lease.

"Lease Term" shall have the meaning given to it under Section 3.1 of the Club Lease.

"License Agreement" means that certain NFL Club License Agreement dated as of the Effective Date (as defined therein) by and between HCSCC and Houston NFL Holdings, as the same may be amended, supplemented, modified, renewed or extended from time to time.

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

"Local Area" means the geographical area comprising the combined boundaries of the City, the County and the Sports Authority, but in no event less than the area comprising the Home Territory.

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

"National Football League Rules and Regulations" shall have the meaning given to it in the Club Lease.

"National Football League Season" shall have the meaning given the term "NFL Football Season" in the Club Lease.

"Net Worth" shall have the meaning given to it in the Club Lease.

"NFL Labor Dispute" means any of the following that results in the NFL canceling the Football Home Game in question: any owners' lock-out, players', umpires', referees' strike or other NFL labor disputes.

"Non-Relocation Agreement" means the Non-Relocation Agreement dated as of the Effective Date by and between HCSCC and Houston NFL Holdings, as the same may be amended, supplemented, modified, renewed or extended, from time to time.

"Parties" shall have the meaning given to it in the initial paragraph of this Non-Relocation Agreement.

"Permitted Transfer" shall have the meaning given to it in Section 5.3 of this Non-Relocation Agreement.

"Person" shall have the meaning given to it in the Club Lease.

"Principal Project Documents" shall have the meaning given to it in the Club Lease.

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

"Project Agreement Non-Relocation Period" shall have the meaning given to it in Section 2.1 of the Non-Relocation Agreement.

"Property" shall have the meaning given to it in the Club Lease.

"Public Debt" shall have the meaning given it in the Funding Agreement.

"Recognition Agreement" shall mean that certain Recognition, Non-Disturbance and Attornment Agreement dated the Effective Date (as defined therein) by and among the County, HCSCC and Houston NFL Holdings, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Rodeo" means the Houston Livestock Show and Rodeo, Inc., a not-for-profit corporation, having its chief executive office currently located at 2000 South Loop West, Astorhall, Northeast Corner, Houston, Texas 77054, and any successor thereto that promotes the same or substantially similar events as does the Rodeo.

"Space Tenants" shall have the meaning given to it in the Club Lease.

"Stadium" shall have the meaning given to it in the Club Lease.

"Stadium Tri-Party Agreement" shall mean that certain Stadium Tri-Party Agreement dated the Effective Date (as defined therein) by and among HCSCC, Houston NFL Holdings and the Rodeo, as the same may be amended, supplemented, modified, renewed or expanded from time to time.

"Stadium Untenantable Condition" shall have the same meaning as the term "Untenantable Condition" under the Club Lease.

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

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

"Tenant's Self-Help Rights" shall have the meaning given to it in the Club Lease.

"Venue Project" shall have the meaning given to it in the Club Lease.

Rules as to Usage

1. The terms defined above have the meanings set forth above 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 schedules, exhibits or appendices in any agreement or instrument that is governed by this Appendix are to schedules, 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.

14. The words "unreasonably withheld" shall mean unreasonably withheld, conditioned or delayed.

15. Whenever the context may require, the singular form of nouns, pro-nouns and verbs, shall include the plural, and vice versa.

APPENDIX B
TO
NON-RELOCATION AGREEMENT

ADDRESSES FOR NOTICES

A. HCSCC: HARRIS COUNTY SPORTS & CONVENTION CORPORATION

Notices: All notices to HCSCC shall be sent to:

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

with copies of all notices to HCSCC being sent to:

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

B. HOUSTON NFL HOLDINGS: HOUSTON NFL HOLDINGS, L.P.

Notices: All notices to Houston NFL Holdings shall be sent to:

Houston NFL Holdings, L.P.
711 Louisiana, 33rd Floor
Houston, Texas 77002-2716
Attn: Robert C. McNair
Facsimile Number: (713) 336-7778

with copies of all notices to Houston NFL Holdings being sent to:

Winstead Sechrest & Minick P.C.
910 Travis Street
Suite 2400
Houston, Texas 77002
Attn: Denis Clive Braham
Facsimile Number: (713) 650-2400