
STADIUM LEASE AGREEMENT

by and between

HARRIS COUNTY-HOUSTON SPORTS AUTHORITY,
as Landlord,

and

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

The Ballpark at Union Station
Houston, Texas

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APPENDICES:

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EXHIBITS:

EXHIBIT A-1	Description of Union Station Tract
EXHIBIT A-2	Description of First Parking Area
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EXHIBIT B	Permitted Encumbrances
EXHIBIT C	Pre-Approved Capital Repair Expenses
EXHIBIT D	Form of Assignment and Assumption Agreement
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STADIUM LEASE AGREEMENT

THIS STADIUM LEASE AGREEMENT (this "Stadium Lease") 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** ("Landlord"), 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** ("Tenant"), a Texas corporation. Tenant and Landlord 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 Station Building pursuant to the Project Agreement and the lease, use and operation thereof by Tenant.

B. In conjunction with the design, development, construction and furnishing of the Stadium and the renovation and improvement of the Union Station Building pursuant to the Project Agreement and in light of the anticipated operation thereof by Tenant, Tenant desires to lease the Tracts, Stadium, Union Station Building, and FF&E from the Landlord 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, Landlord and Tenant do hereby agree as follows:

ARTICLE 1

GENERAL LEASE TERMS: REPRESENTATIVES OF THE PARTIES

Section 1.1 Definitions and Usage. Unless the context shall otherwise require, capitalized terms used in this Stadium Lease 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 Landlord Representative. On or before thirty (30) days after the Effective Date, Landlord shall designate a committee of any three (3) individuals to be the Landlord Representative (the "Landlord Representative") and provide Tenant with written notice of the identity of the individuals so designated. Landlord shall have the right, from time to time, to change any or all of the Persons who are the Landlord Representative by giving Tenant written notice thereof. With respect to any action, decision or determination which is to be taken or made by Landlord under this Stadium Lease, the Landlord Representative may take such action or make such decision or determination or shall notify Tenant 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 Landlord Representative on behalf of Landlord shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Stadium Lease, in which case, actions taken by the Landlord Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Landlord Representative shall be binding on Landlord; provided, however, the Landlord Representative shall not have any right to modify, amend, or terminate this Stadium Lease.

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

ARTICLE 2

GRANT OF LEASEHOLD ESTATE

Section 2.1 Grant. In consideration of and pursuant to the covenants, agreements, and conditions set forth herein, Landlord does hereby lease, let, demise, and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Landlord, the following (the "Leased Premises"):

- (a) The Tracts, the Stadium, the Union Station Building, and all other improvements from time to time located on the Tracts and all appurtenances relating to any of the same;
- (b) The FF&E;
- (c) The Intellectual Property Rights (including an exclusive, royalty free license to use such Intellectual Property Rights);
- (d) All air rights and air space above the Tracts;
- (e) The right to utilize on an exclusive basis all improvements located beneath the Tracts; and
- (f) Uninterrupted access to and egress from the Tracts, the Stadium, the Union Station Building, and any other improvements from time to time located on the Tracts.

Without limiting or reducing any of Landlord's covenants contained in Sections 2.2 or 2.3 of this Stadium Lease, Tenant agrees that Landlord is leasing to Tenant all of Landlord's right, title and interest in and to the Leased Premises without warranty of title.

Section 2.2 Delivery of Possession; Covenant of Quiet Enjoyment.

2.2.1 Delivery of Possession. On the Commencement Date, Landlord will deliver to Tenant exclusive possession and occupancy of the Leased Premises free of all tenancies and parties in possession of such Leased Premises (other than those arising by, through or under Tenant) and free of all asbestos and other Hazardous Materials (except such as are not in violation of the TNRCC Certificate of Completion or Governmental Rules or are placed or disposed on or in the Leased Premises by Tenant or its agents, contractors or invitees), subject only to the Encumbrances

set forth on Exhibit B attached hereto (the "Permitted Encumbrances") and Mechanic's Liens and other Encumbrances arising by, through or under Tenant and the rights of Landlord under this Stadium Lease. Landlord shall deliver the Leased Premises to Tenant on the Commencement Date in good condition and repair and in a clean and orderly condition, but the foregoing shall not require Landlord to repair or clean any conditions created by Tenant's early occupancy of the Union Station Building pursuant to the Project Agreement.

2.2.2 Covenant of Quiet Enjoyment. Landlord covenants for the Lease Term that Tenant, upon paying the Rentals and upon keeping, observing and performing the terms, covenants and conditions of this Stadium Lease to be kept, observed and performed by Tenant, shall and may quietly and peaceably hold, occupy, use, and enjoy the Leased Premises without ejection or interference by or from Landlord or any other Person (other than Persons claiming by, through or under Tenant), subject only to Encumbrances arising by, through or under Tenant, rights of Space Tenants arising by, through or under Tenant, the Permitted Encumbrances, and the power of eminent domain and the police power of Governmental Authorities under applicable Governmental Rules.

Section 2.3 Leasehold Priority. Landlord covenants that Tenant's leasehold interest in, and other rights to, the Leased Premises arising under this Stadium Lease shall be senior and prior to any Lien (other than the Permitted Encumbrances) existing, created or arising in connection with the acquisition, development, construction or financing of the Leased Premises or any portion thereof. Landlord shall provide from time to time such evidence as Tenant reasonably requests to confirm that there are no such superior Liens affecting the Leased Premises other than the Permitted Encumbrances. The foregoing does not extend to any Liens arising by, through or under Tenant or its agents acting in such capacity.

ARTICLE 3

LEASE TERM

Section 3.1 Lease Term. The term of this Stadium Lease (the "Lease Term") shall commence at 12:01 a.m. on the date specified in Sections 3.2, 3.3 or 3.4, as applicable, for the commencement of the Primary Term (the "Commencement Date") and shall end, unless sooner terminated in accordance with the provisions of this Stadium Lease, at 11:59 p.m. on the Lease Expiration Date. Unless sooner terminated, the Lease Term shall consist of the Primary Term and the Renewal Terms, which shall run sequentially. Prior to the Commencement Date, Tenant shall not have the right to use or occupy the Leased Premises other than pursuant to the terms and conditions of the Project Agreement, which use or occupancy shall not be deemed to be acceptance of the Project Improvements Work or commencement of the Lease Term.

Section 3.2 Primary Term. The primary term under this Stadium Lease (the "Primary Term") shall (i) commence at 12:01 a.m. on the first day of the first April following the Substantial Completion Date and (ii) end, unless sooner terminated in accordance with the provisions of this Stadium Lease, at 11:59 p.m. on the last day of March of the thirtieth (30th) Lease Year. In the event the Primary Term commences on any date other than April 1, as provided in Sections 3.3 or 3.4 below, the Primary Term shall end on the date specified in Section 3.3 or 3.4, as applicable.

Section 3.3 Mid-Season Option. Notwithstanding the provisions of Section 3.2 to the contrary, in the event the Substantial Completion Date occurs after March 31, 2000, Tenant shall have the option (the "Mid-Season Option") to commence the Primary Term on any date prior to the next succeeding April (but no later than thirty (30) days after the deadline which is described below for Tenant to exercise the Mid-Season Option) by delivering written notice to Landlord that Tenant has exercised such Mid-Season Option specifying the date on which the Primary Term is to commence. In the event Tenant exercises the Mid-Season Option, the Primary Term shall (i) commence at 12:01 a.m. on the date specified by Tenant in such notice for the commencement of the Primary Term and (ii) end, unless sooner terminated in accordance with this Stadium Lease, at 11:59 p.m. on the last day of March of the thirty-first (31st) Lease Year. In the event Tenant does not exercise the Mid-Season Option by delivering written notice thereof to Landlord within twenty (20) days after the Substantial Completion Date, the Mid-Season Option shall automatically expire and be of no further force and effect and the Primary Term shall commence on the first day of the next succeeding April. In such circumstances and subject to the terms and provisions of the Project Agreement, Landlord shall have the right to use and occupy the Leased Premises until the Commencement Date subject to the rights of Tenant under the Project Agreement.

Section 3.4 Pre-Season Option. Notwithstanding the provisions of Section 3.2 to the contrary, in the event the Substantial Completion Date occurs before April 1, 2000, Tenant shall have the option (the "Pre-Season Option") to commence the Primary Term on any date after the Substantial Completion Date, but prior to April 1, 2000, by delivering written notice to Landlord that Tenant has exercised such Pre-Season Option specifying the date on which the Primary Term is to commence. In the event Tenant exercises the Pre-Season Option, the Primary Term shall (i) commence at 12:01 a.m. on the date specified by Tenant in such notice for the commencement of the Primary Term and (ii) end, unless sooner terminated in accordance with this Stadium Lease, at 11:59 p.m. on the last day of March of the thirty-first (31st) Lease Year.

Section 3.5 Renewal Terms. Provided that this Stadium Lease is then in full force and effect and provided further that no uncured Tenant Default then exists, Landlord grants to Tenant the right and option to extend the Lease Term of this Stadium Lease on, except as otherwise expressly provided in this Stadium Lease, the same terms, conditions and provisions as are contained

in this Stadium Lease, for up to two (2) consecutive periods of five (5) years each after the expiration of the Primary Term (each a "Renewal Term") which shall commence at 12:01 a.m. on the day immediately following the last day of the Primary Term or first Renewal Term, as the case may be, and end at 11:59 p.m. on the last day of each consecutive fifth (5th) Lease Year thereafter, to the extent applicable. Tenant's options to extend the Lease Term of this Stadium Lease shall be exercisable by written notice from Tenant to Landlord given no later than three (3) years prior to the expiration of the Primary Term, and three (3) years prior to the expiration of the first Renewal Term. If not so exercised, Tenant's remaining options to extend the Lease Term shall thereupon expire automatically without notice.

ARTICLE 4

RENT

Section 4.1 Rentals.

4.1.1 Amount. During each Lease Year in the Lease Term, Tenant covenants and agrees to pay to Landlord an annual rental (collectively, the "Rentals") as follows and without offset or deduction other than as expressly provided in this Stadium Lease:

(a) The Basic Rentals for each such Lease Year, as provided in Section 4.1.2, which Basic Rentals shall be due and payable as provided in Section 4.1.2; and

(b) The Additional Rentals attributable to each such Lease Year, as provided in Section 4.3, which Additional Rentals shall be calculated, and shall be due and payable, as provided in Section 4.3.

4.1.2 Calculation and Payment of Basic Rentals.

4.1.2.1 General. Tenant shall pay to Landlord, for each Lease Year occurring during the Lease Term, an amount equal to Three Million Four Hundred Thousand and No/100 Dollars (\$3,400,000.00) per Lease Year (such annual amounts being herein referred to as the "Basic Rentals"). The Basic Rental for each Lease Year of the Lease Term shall be due and payable in advance in semi-annual installments in the amount of One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000) each, payable on the first (1st) day of each April and October during the Lease Term (each such date a "Rent Payment Date"). Except as provided in Sections 4.1.2.2 and 4.1.2.3 below, such semi-annual installments shall commence on the first Rent Payment Date to occur in the first Lease Year.

4.1.2.2 Mid-Season Option. In the event Tenant elects to exercise the Mid-Season Option, (i) the Basic Rentals for the first Lease Year shall be adjusted to be equal to a prorata portion of the Basic Rentals 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 Basic Rentals for the first Lease Year shall be payable on the following dates:

- (a) In the event the 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 Basic Rentals for the first Lease Year shall be payable on the Commencement Date;
- (b) In the event the 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 Basic Rentals for the first Lease Year in excess of One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000) shall be payable on the Commencement Date and (ii) an amount equal to One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000) as the remainder of such Basic Rentals 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 Commencement Date occurs on or after the first (1st) day of October in any calendar year, the prorata portion of the Basic Rentals for the first Lease Year shall be payable on the Commencement Date.

4.1.2.3 Pre-Season Option. In the event Tenant elects to exercise the Pre-Season Option, the Basic Rentals for the first Lease Year shall be adjusted to be equal to the sum of the following amounts, shall not exceed Three Million Four Hundred Thousand and No/100 Dollars (\$3,400,000.00) in the aggregate, and shall be payable on the dates specified below:

- (a) An amount equal to Forty-Two Thousand and No/100 Dollars (\$42,000.00) 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; and
- (b) An amount equal to ten percent (10%) of the Net Revenues received by Tenant from each event, game and/or performance (excluding a public tour) that is held in the Stadium during the first Lease Year, is not a Baseball Home Game, and for which Tenant charges admission to the public or subleases the Stadium to a third party for any such event, game and/or performance, such amounts to be payable to Landlord on or before twenty (20) days after any such event, game and/or performance.

Section 4.2 Renewal Term Rentals. In the event Tenant elects to exercise any of its options to extend the Lease Term under Section 3.5, then during the six (6) month period after Tenant delivers written notice to Landlord under Section 3.5 of Tenant's election to extend the Lease Term, Landlord and Tenant shall enter into good faith negotiations to agree upon the amount of Rentals payable by Tenant during the applicable Renewal Term. In the negotiation of the adjusted Rentals payable during any Renewal Term, Landlord and Tenant will take into consideration the age and condition of the Leased Premises, advances in technology, replacement costs, and any increases or decreases in operating expenses that may have occurred during the Lease Term. On or before the first day of each Renewal Term, Landlord and Tenant shall enter into a written agreement amending this Stadium Lease to set forth the adjusted Rentals payable under this Stadium Lease during such Renewal Term. In the event Landlord and Tenant are unable to agree upon the Rentals for a Renewal Term within six (6) months after Tenant delivers notice to Landlord of its exercise of its option to extend the Lease Term under Section 3.5, after making good faith efforts to reach a commercially reasonable agreement, the Lease Term shall not be extended for the applicable Renewal Term.

Section 4.3 Additional Rentals. Tenant covenants and agrees to pay, as additional rental, all costs, expenses, liabilities, obligations and other payments of whatever nature which Tenant has agreed to pay Landlord or assumed under the provisions of this Stadium Lease as and when required to be paid or assumed, including Tenant's Semi-Annual ARR Fund Deposits (collectively, the "Additional Rentals"). Additional Rentals do not include Basic Rentals.

Section 4.3.1 Operating Expenses and Asset Renewal and Replacement Costs. Tenant shall be obligated to bear, pay, and be responsible for the items specified in Section 6.1.

Section 4.3.2 Utilities. Tenant shall pay, or cause to be paid, all utilities used or consumed at or in the Leased Premises, including all water, gas, electricity, and fuel.

Section 4.4 Place and Method of Payment. All Rentals shall be paid to Landlord without notice or demand in the manner and at the place set forth in Section 20.14 and Appendix B to this Stadium Lease. The Person or account to receive such payments and the address for payment may be changed from time to time by notice from Landlord to Tenant.

Section 4.5 Untenantability.

4.5.1 Abatement of Rent. In the event any Untenantable Condition shall exist as a result of any Condemnation Action (and not as a result of Tenant's failure to fulfill its obligations set forth in this Stadium Lease), the Basic Rental shall be abated in accordance with the applicable

provisions contained in Article 13. In the event the following condition shall exist, the Basic Rental shall be reduced during the period that such condition shall exist by an amount equal to Forty-Two Thousand and No/100 Dollars (\$42,000.00) for each Scheduled Baseball Home Game during such period that is not played at the Stadium due to such condition:

(a) The use or occupancy of the Stadium for Major League Baseball Games is prohibited under applicable Governmental Rules enacted by Landlord, the City or the County, provided such prohibition is not the result of Tenant's failure to perform its obligations under this Stadium Lease.

4.5.2 Continuing Obligations. Any period of untenability shall not relieve Tenant of any of its obligations under this Stadium Lease, except as provided under Articles 4, 12 or 13.

ARTICLE 5

USE AND OCCUPANCY; PERMITTED USES

Section 5.1 Permitted Uses. During the Lease Term, Tenant shall have the right to use and occupy the Leased Premises for the following purposes, but not the Prohibited Uses (collectively, the "Permitted Uses");

(a) The operation of a Major League Baseball franchise, including, without limitation, the exhibition, presentation and broadcasting (or other transmission) of Baseball Home Games, and activities related thereto, including, without limitation, training, practices and baseball exhibitions, All-Star Games, promotional activities and events, community and public relations, maintenance and operation of the Stadium and related facilities, the exhibition of advertising, marketing of games and other events, ticket sales, fantasy camps and any and all other activities which, from time to time, are customarily conducted by or are related to the operation of the business of a Major League Baseball franchise;

(b) The exhibition, presentation and broadcasting (or other transmission) of other amateur or professional sporting events, exhibitions and tournaments, musical performances, theater performances and other forms of live entertainment, public ceremonies, fairs, markets, fireworks displays, shows, or other public or private exhibitions and activities related thereto;

- (c) Restaurants, clubs and bars (including brew pubs and sports bars);
- (d) Sale of food and alcoholic and non-alcoholic beverages, souvenirs and other items customarily sold and marketed in sports and entertainment facilities;
- (e) Operation of a museum open to the public;
- (f) Conducting public tours of the Leased Premises;
- (g) Providing parking in the parking facilities located on the Tracts;
- (h) Specialty retail uses (as distinguished from department stores and supermarkets), including such uses located in the concourses of the Stadium, along the street level of the Leased Premises and in kiosks, carts and similar movable or temporary retail facilities;
- (i) Entertainment (including theaters, movie theaters and arcades), museum and educational uses;
- (j) Office use by Tenant and any of its sub-tenants, licensees, and concessionaires;
- (k) Studio and related facilities for radio, television, and other broadcast and entertainment media within the Leased Premises, including support and production facilities, transmission equipment, antennas and other transceivers, and related facilities and equipment primarily for the broadcast or other transmission of Baseball Home Games and other events taking place within the Leased Premises;
- (l) Storage of maintenance equipment and supplies used in connection with the operation of the Leased Premises or all other Permitted Uses, including grounds keeping vehicles;
- (m) Maintenance and repairs pursuant to Article 6 and establishment and operation of Additional Improvements in accordance with the above Permitted Uses;
- (n) The use and enjoyment of the rights and licenses granted to Tenant under the License Agreement; and

(o) Other uses reasonably related or incidental to any of the foregoing or not inconsistent with any of the foregoing.

Section 5.2 Prohibited Uses. Tenant shall not use, or permit the use of, the Leased Premises for any other or additional purposes that is not a Permitted Use without first obtaining the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the Permitted Uses hereunder, Tenant agrees that it shall not (collectively, the "Prohibited Uses"):

(a) Subject to the provisions of Article 6 as to Additional Work (but only during the performance of any such Additional Work), create, cause, maintain or permit any public or private nuisance in, on or about the Leased Premises; or

(b) Use, allow or permit the Leased Premises to be used for any purpose which is violative of any Governmental Rule or any Permitted Encumbrance; or

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

The provisions of this Section 5.2 shall inure to the benefit of, and be enforceable by Landlord. No other Person, including any invitee, patron or guest of the Leased Premises shall have any right to enforce the prohibitions as to the Prohibited Uses.

Section 5.3 Compliance with Governmental Rules. Tenant shall, throughout the Lease Term, within the time periods permitted by applicable Governmental Rules, comply or cause compliance with all Governmental Rules applicable to (i) the Leased Premises, including, but not limited to, any applicable to the manner of use or the maintenance, repair or condition of the Leased Premises or (ii) any activities or operations conducted in or about the Leased Premises. Tenant shall, however, have the right to contest the validity or application of any Governmental Rule, and if Tenant promptly contests and if compliance therewith is legally held in abeyance during such contest without the imposition of any Liens on the Leased Premises then Tenant may postpone compliance until the final determination of such contest, provided that such contest is prosecuted with due diligence, except that Tenant shall not so postpone compliance therewith in such a manner as to, or if doing so would, impair the structural integrity of the Leased Premises, subject Landlord to any prosecution for a criminal act or cause the Leased Premises to be condemned or vacated.

Even though a Lien against the Leased Premises may be imposed by reason of such noncompliance, Tenant may nevertheless delay compliance therewith during contest thereof provided that Tenant furnishes Landlord with Adequate Security against any loss by reason of such Lien and effectively prevents foreclosure thereof.

Section 5.4 Rights of Tenant to Revenues. Tenant shall be entitled to, and is hereby granted (subject to Sections 5.2 and 5.3) 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 Leased Premises, including, without limitation, all gross revenues, royalties, license fees, concession fees and income and receipts of any nature, including, without limitation, those arising from (a) all Advertising Rights granted under the License Agreement, (b) all Broadcast Rights granted under the License Agreement, (c) parking, (d) promotion of events at the Leased Premises, (e) the sale of food, beverages, merchandise, programs and other goods and wares of any nature whatsoever at the Leased Premises, (f) all Naming Rights granted under the License Agreement, and (g) all Telecommunications Rights granted under the License Agreement.

Section 5.5 Seat Rights. Tenant shall have the right to sell or grant rights to purchase future tickets for reserved seats, club seats and luxury suites, including PSLs (collectively, "Seat Rights"). All Seat Rights shall be subject and subordinate to the provisions of this Stadium Lease and shall not survive the termination or expiration of this Stadium Lease. The Tenant shall have no responsibility or obligation to sell Seat Rights and the Landlord shall not have any liability or responsibility to assure the sale of Seat Rights. Landlord will cooperate with Tenant to assist in the selling of Seat Rights if requested by Tenant. In such event, Tenant shall reimburse Landlord for the reasonable out of pocket costs of participation, if any, incurred by Landlord in connection with granting such assistance. Tenant shall be entitled to, and is hereby granted (subject to Sections 5.2 and 5.3) the exclusive right to, 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 sale or other distribution of Seat Rights, tickets or passes (including general admission) for any seats in the Stadium, provided, however, the foregoing shall not release the Tenant from any obligation to pay any Taxes to any Governmental Authority.

ARTICLE 6

OPERATION, MAINTENANCE, AND REPAIR

Section 6.1 Operating Covenant. During the Lease Term, Tenant covenants to (i) operate the Leased Premises and Concession Improvements, or cause the Leased Premises and Concession Improvements to be operated, in accordance with applicable Governmental Rules and Major League

Baseball Rules and Regulations and in a manner reasonably consistent with other Comparable Facilities, (ii) perform, or cause to be performed, all Maintenance and Capital Repair Work with respect to the Leased Premises and Concession Improvements in accordance with this Article 6, (iii) perform, or cause to be performed, all Casualty Repair Work in accordance with Article 12, (iv) perform, or cause to be performed, all Condemnation Repair Work in accordance with Article 13, and (v) bear, pay and be responsible for all costs and expenses necessary for Tenant to fulfill the obligations of Tenant under this Stadium Lease. The obligations of Tenant contained in this Article 6 are subject to the provisions in (i) Article 12 with respect to Casualty, (ii) Article 13 with respect to any Condemnation Actions, and (iii) Section 6.10 with respect to Landlord's Expenses. Subject to the terms set out in this Stadium Lease to the contrary and without limiting the operating, maintenance and repair covenants and standards set forth in this Section 6.1 and Section 6.2, (i) Tenant shall have, and is hereby granted, the exclusive right, power, authority and obligation to direct all aspects of the operation, management and control of the Leased Premises and Concession Improvements, at all times during the Lease Term, (ii) Tenant shall have such discretion in the operation, management and control of the Leased Premises and Concession Improvements as may be needed to perform efficiently its responsibilities under this Stadium Lease, and (iii) Tenant shall be permitted to enter into such licenses and subtenancies, grant such concessions, engage such third party vendors and contractors and enter into such other agreements or arrangements with other Persons as Tenant deems necessary, advisable or desirable to fully enjoy and exploit such rights and fully perform, or cause the performance of, such obligations. In such activities, all contracts entered into by Tenant shall be subject and subordinate to the terms of this Stadium Lease.

Section 6.2 Maintenance and Repairs.

6.2.1 Tenant's Obligation. Tenant shall, throughout the Lease Term, do the following (collectively, the "Maintenance and Capital Repair Work"):

- (a) Perform all Maintenance and all Capital Repairs, or cause the performance of all Maintenance and all Capital Repairs, necessary to keep and maintain the Leased Premises and Concession Improvements in a First Class Condition and in a manner reasonably consistent with other Comparable Facilities; and
- (b) Maintain and keep, or cause to be maintained and kept, the Leased Premises and Concession Improvements in a clean, neat and orderly condition given the nature and use of the Leased Premises and Concession Improvements.

This Section 6.2 shall not apply to, and Tenant shall have no obligation with respect to, (i) any Capital Repairs for which the resulting Capital Repair Expense is a Landlord Expense unless

Landlord makes sufficient funds available to Tenant to pay for the same on terms reasonably acceptable to Landlord and Tenant, or (ii) any Capital Repairs to the Leased Premises required during the last three (3) Lease Years of the Lease Term to the extent and only to the extent there is not reasonably anticipated to be sufficient funds in the ARR Fund during the then remainder of the Lease Term to pay the resulting Capital Repair Expense and provided the estimated useful life of the applicable component of the Leased Premises once repaired or replaced, as the case may be, will extend beyond the then remainder of the Lease Term unless Landlord makes sufficient funds available to Tenant to pay for such excess Capital Repair Expenses on terms reasonably acceptable to Landlord and Tenant (any such funds made available to Tenant pursuant to this clause (ii) being herein referred to as "Landlord's Improved Item Contribution"). Landlord shall have no obligation to make any funds available to Tenant as Landlord's Improved Item Contribution. At the commencement of each Renewal Term, if any, Landlord shall be entitled to reimbursement for unreimbursed amounts previously paid as Landlord's Improved Item Contribution as follows:

(a) In the event the remaining estimated useful life of the applicable component will not extend beyond the Renewal Term, Tenant shall reimburse Landlord for the amounts previously paid as Landlord's Improved Item Contribution for such component, but only to the extent Landlord has not been previously reimbursed for the same; and

(b) In the event the remaining estimated useful life of the applicable component will extend beyond the Renewal Term, Tenant shall reimburse Landlord for the amounts previously paid as Landlord's Improved Item Contribution for such component, but only to the extent Landlord has not been previously reimbursed for the same and only to the extent of funds to be deposited into the ARR Fund during such Renewal Term and Tenant shall thereupon be entitled to a credit in such amount against the Tenant's Semi-Annual ARR Fund Deposits payable during such Renewal Term.

6.2.2 Landlord's Right to Repair and Maintain. In the event Tenant fails (a) to commence within a period of thirty (30) days after notice from Landlord to perform any Maintenance and Capital Repair Work, Casualty Repair Work or Condemnation Repair Work required under the provisions of this Stadium Lease, or (b) diligently to continue to complete any Maintenance and Capital Repair Work, Casualty Repair Work or Condemnation Repair Work required to be performed under this Stadium Lease, Landlord may, at its option, and in addition to any other remedies which may be available to it under this Stadium Lease, enter, or cause its authorized representatives to enter, the Leased Premises and perform such Maintenance and Capital Repair Work, Casualty Repair Work and Condemnation Repair Work, such entry to be as reasonably necessary therefor. Tenant shall, within thirty (30) days following Landlord's demand and notice, pay and reimburse Landlord for the reasonable costs of such Maintenance and Capital Repair Work,

Casualty Repair Work or Condemnation Repair Work (but excluding such portion thereof that constitute Landlord's Expenses). Without limiting the Tenant's obligations set forth in the preceding sentence, in the event Tenant does not pay and reimburse Landlord within such thirty (30) day period (i) Landlord shall be entitled to reimbursement out of the funds held by Landlord in the ARR Fund for any Capital Repair Work for which Landlord is entitled to reimbursement, so long as such Capital Repair Work relates to the Capital Repair of a component described on Exhibit C and (ii) Landlord shall be entitled to reimbursement out of the funds held by Landlord in the Insurance Fund. to the extent, and only to the extent, such right of reimbursement relates to Casualty Repair Work. This Section 6.2.2 shall in no way affect or alter Tenant's obligations for Maintenance and Capital Repair Work under Sections 6.2.1, Casualty Repair Work under Article 12 or Condemnation Repair Work under Article 13 nor impose or be construed to impose upon Landlord any obligation for such Maintenance and Capital Repair Work, Casualty Repair Work or Condemnation Repair Work inconsistent with the provisions of Article 6.

Section 6.3 Changes, Alterations, and Additional Improvements. Subject to the limitations and requirements contained elsewhere in this Stadium Lease, Tenant shall have the right at any time and from time to time to construct additional or replacement improvements on the Tracts and to make changes and alterations in, to or of the Leased Premises and Concession Improvements ("Additional Improvements"), subject, however, in all cases to the terms, conditions and requirements of this Section 6.3. For purposes of this Stadium Lease, "Additional Work" collectively shall refer to (i) construction or installation of any such Additional Improvements under this Section 6.3, (ii) Maintenance and Capital Repair Work required under Section 6.2, and (iii) any other construction, installation or repair work in, to or of the Leased Premises or Concession Improvements required or permitted to be done as a result of Casualty damage under Section 12.1 or condemnation under Section 13.2. The performance of Additional Work shall, in all cases, comply to the following requirements and conditions:

(a) Any Additional Work that does not substantially conform in any material respect to the Stadium Project Design/Development Criteria or that materially alters the nature or character of the Leased Premises or any material portion thereof (collectively and individually, any "Material Additional Work"), shall be subject to the following procedures and requirements:

(i) Tenant shall deliver all Additional Work Submission Matters regarding the proposed Material Additional Work to Landlord Representative at least thirty (30) days prior to the commencement of any Material Additional Work. Upon receipt from Tenant of any Additional Work Submission Matters regarding proposed Material Additional Work, the Landlord Representative shall review the same (which

review shall be in accordance with Section 19.3) and shall promptly (but in any event within thirty (30) days after receipt) give Tenant notice of the approval or non-approval of the Landlord Representative (in its sole discretion), and, if non-approval, setting forth in reasonable detail the reasons for any such non-approval.

(ii) If the Landlord Representative gives Tenant notice of non-approval of any of the Additional Work Submission Matters, Tenant shall have the right within thirty (30) days after the date of such notice to resubmit any such Additional Work Submission Matters to the Landlord Representative, modified as necessary in response to the Landlord Representative's reasons for non-approval, until the Additional Work Submission Matters shall be approved by the Landlord Representative. All subsequent resubmissions of an Additional Work Submission Matter by Tenant must be made within fifteen (15) days after the date of notice of non-approval from the Landlord Representative as to the prior resubmission. Any resubmission shall be subject to review by the Landlord Representative (in its sole discretion) in accordance with Section 6.3(a)(i) for the original Additional Work Submission Matter, except that the time period for review and response by the Landlord Representative shall be fifteen (15) days.

(iii) Upon the approval by the Landlord Representative of the Additional Work Submission Matters, Tenant may commence such approved Material Additional Work and prosecute such approved Material Additional Work without any further approval by Landlord or the Landlord Representative.

(b) All Additional Work shall, once commenced, be made with due diligence (subject to Excusable Tenant Delay) and shall be completed in accordance with the provisions of this Stadium Lease, in a good and workmanlike manner and in compliance with all applicable Governmental Rules;

(c) Any Additional Work shall, when completed, be of such a character as not to reduce the utility of the Leased Premises below the utility immediately before such Additional Work and shall not weaken or impair the structural integrity of the Leased Premises;

(d) The cost of any Additional Work shall be paid in cash or its equivalent pursuant to customary construction disbursement procedures for the performance of such work, including taking commercially reasonable measures to cause the Leased Premises to

be free from all Liens or security interests for the cost of such Additional Work, subject to Tenant's right to dispute any Lien or claim of Lien pursuant to Section 6.7;

(e) Prior to the commencement of any Additional Work, at all times during the performance of such Additional Work, and at all times thereafter that anyone other than Landlord or Tenant has an insurable interest in the Additional Work, all insurance required under Section 9.1 shall be in full force and effect as required thereunder;

(f) All Material Additional Work shall, once commenced, be completed in accordance with all Additional Work Submission Matters approved by Landlord; and

(g) To the extent any Additional Work involves Capital Repairs that are not performed by Tenant's employees and Tenant desires to be reimbursed for the resulting Capital Repair Expenses out of the ARR Fund under Article 7, such Capital Repairs must be performed on an arms length, bona fide basis by Persons who are not Affiliates of Tenant and on commercially reasonable terms given the totality of the then existing circumstances.

Section 6.4 No Substitute for Permitting Processes. The review for compliance by Landlord of any matter submitted to Landlord pursuant to Section 6.3 shall not constitute a replacement or substitute for, or otherwise excuse Tenant from, all permitting processes of Governmental Authorities applicable to the Leased Premises or the Additional Work.

Section 6.5 Work Performed on Project -General Requirements. Tenant shall not do or permit others to do any Additional Work unless Tenant shall have first procured and paid for all permits and authorizations then required by all applicable Governmental Authorities for the work being performed. All such Additional Work (a) shall be prosecuted with due diligence in a good and workmanlike manner in accordance with standard construction practices for construction, repair, renewal, renovation, demolition, rebuilding, addition or alteration, as the case may be, of improvements similar to the Leased Premises using qualified workers and subcontractors, and in compliance with the provisions of this Stadium Lease and (b) shall be completed with all reasonable dispatch, free of any Liens and encumbrances other than the Permitted Encumbrances and any permitted Facility Mortgage.

Section 6.6 Landlord's Joinder in Permit Applications. Landlord agrees, with reasonable promptness after receipt of a written request therefor from Tenant and at Tenant's reasonable cost and expense, to execute, acknowledge and deliver (or to join with Tenant in the execution, acknowledgment and delivery of) in its capacity as the owner of the fee interest in the Leased Premises, as necessary: (a) any and all applications for licenses, permits, transfers of

permits, vault space, alley closings or other authorizations of any kind or character required of Tenant by any Governmental Authority in connection with the construction, operation, alteration, repair or demolition, in accordance with this Stadium Lease, of the Leased Premises and (b) easements and/or rights-of-way for public utilities or similar public facilities over and across portions of the Leased Premises for a term not exceeding the then remaining Lease Term which may be useful and/or necessary in the proper economic and orderly development of the Leased Premises.

Section 6.7 Mechanics' Liens and Claims. If any Lien or claim of Lien, whether choate or inchoate (collectively, any "Mechanic's Lien") shall be filed against the interest of Landlord or Tenant in the Leased Premises or against Landlord or any Property of Landlord by reason of any work, labor, services or materials supplied or claimed to have been supplied on or to the Leased Premises by or on behalf of Tenant and subject to Landlord timely fulfilling its payment obligations under the Project Agreement or Article 6 of this Stadium Lease, Tenant shall, at its sole cost and expense, after notice of the filing thereof but in no event less than fifteen (15) days prior to the foreclosure of any such Mechanic's Lien, cause the same to be satisfied or discharged of record, or effectively prevent, to the reasonable satisfaction of Landlord by injunction, payment, deposit, bond, order of court or otherwise, the enforcement or foreclosure thereof against the Leased Premises, Landlord or any Property of Landlord. If Tenant fails to satisfy or discharge of record any such Mechanic's Lien, or effectively prevent the enforcement thereof, by the date which is fifteen (15) days prior to the foreclosure thereof, then Landlord shall have the right, but not the obligation, to satisfy or discharge such Mechanic's Lien by payment to the claimant on whose behalf it was filed, and subject to Landlord timely fulfilling its payment obligations under the Project Agreement or Article 6 of this Stadium Lease, Tenant shall reimburse Landlord within fifteen (15) days after demand therefor for amounts paid, together with interest on such amounts at the Default Rate from the date such amounts are paid by Landlord until reimbursed by Tenant, together with reasonable attorneys' fees, costs and expenses so incurred by Landlord, without regard to any defense or offset that Tenant has or may have had against such Mechanic's Lien claim.

Section 6.8 Tenant's Remedial Work. Tenant shall be responsible for performing or causing to be performed, and for paying the cost of performing, any and all corrective or remedial actions required by applicable Governmental Rules to be performed with respect to (i) any Environmental Event caused by Tenant's, or any of its agents, Space Tenants, contractors, or subcontractors at any time or (ii) any Hazardous Materials that are introduced to the Leased Premises on or after the Commencement Date ("Tenant's Remedial Work"). Tenant shall promptly inform Landlord and all applicable Governmental Authorities of any Environmental Event or Hazardous Materials discovered by Tenant (or any agent, contractor or subcontractor of Tenant) in, on or under the Leased Premises and promptly shall furnish to Landlord any and all reports and other information available to Tenant concerning the matter. Tenant shall thereafter promptly consult with

Landlord as to the steps to be taken to investigate and, if necessary, remedy such matter. Tenant shall select an independent environmental consultant to evaluate the condition of the Leased Premises and materials thereon and therein, at Tenant's cost and expense. If it is determined pursuant to such evaluation that remediation of the same is required by this Section 6.8, then Tenant shall perform Tenant's Remedial Work at its own cost and expense and with due diligence.

Section 6.9 Landlord's Remedial Work. Landlord shall be responsible for performing or causing to be performed, and for paying the cost of performing, any and all corrective or remedial actions required by applicable Governmental Rules to be performed with respect to (i) any Environmental Event caused by Landlord or any of its agents, contractors or subcontractors or (ii) any Hazardous Materials that were introduced to the Leased Premises before the Commencement Date (but excluding Hazardous Materials introduced by Tenant or its agents, Space Tenants, contractors or subcontractors at any time) ("Landlord's Remedial Work"). Landlord shall promptly inform Tenant and all applicable Governmental Authorities of any such Environmental Event or any Hazardous Materials discovered by Landlord (or any agent, contractor or subcontractor of Landlord) in, on or under the Leased Premises and promptly shall furnish to Tenant any and all reports and other information available to Landlord concerning the matter. Landlord shall thereafter promptly consult with Tenant as to the steps to be taken to investigate and, if necessary, remedy such matter. Landlord shall select an independent environmental consultant to evaluate the condition of the Leased Premises and materials thereon and therein, at Landlord's cost and expense. If it is determined pursuant to such evaluation that remediation of the same is required by this Section 6.9, then Landlord shall perform, or cause to be performed, Landlord's Remedial Work at its own cost and expense and with due diligence.

Section 6.10 Landlord Expenses. Except to the extent that other provisions of this Stadium Lease expressly require Tenant to bear, pay and be responsible for any of the following, Landlord shall be obligated to bear, pay and be responsible for the following ("Landlord's Expenses"):

- (a) Fifty percent (50%) of the Capital Repair Expenses in excess of Twenty-Five Million and No/100 Dollars (\$25,000,000.00) (subject to adjustment as provided below) attributable to any catastrophic failure of any part or parts of the foundation, structure or structural support members of the Leased Premises that (i) does not result from an Insured Casualty Risk, (ii) is not caused by the failure of Tenant to otherwise satisfy its obligations under Article 6, and (iii) is not caused by the willful misconduct of Tenant or its agents, Space Tenants or contractors acting on behalf of Tenant;

(b) Capital Repair Expenses attributable to any component of the Leased Premises whose primary function is to fulfill any requirements imposed under or in connection with the issuance or maintenance of the TNRCC Certificate of Completion, including, but not limited to, ground water monitoring, wells or equipment;

(c) All Condemnation Expenses required to be paid by Landlord under Article 13;

(d) All Environmental Operating Expenses; and

(e) All costs and expenses of Landlord's Remedial Work.

The Twenty-Five Million and No/100 Dollar (\$25,000,000.00) amount set forth in Subparagraph (a) above shall be adjusted by the CPI Fraction as of the date of any catastrophic failure covered under Subparagraph (a) by multiplying such figure by such CPI Fraction. Landlord's liability to Tenant for a particular Landlord's Expense shall be reduced by the amounts received by Tenant under Warranty Claims for such Landlord Expense. In the event Tenant determines that it has incurred or will incur a cost or expense (other than a Condemnation Expense) that is or will be included in Landlord's Expenses, Tenant will deliver written notice thereof to Landlord setting forth the amount of any such Landlord's Expenses, or Tenant's best good faith estimate of the same, along with a reasonable description of the particular item and the basis on which Tenant believes that Landlord is financially responsible for all or a portion of the cost or expense of the same. During the fifteen (15) day period following the delivery of any such notice by Tenant to Landlord, representatives of Landlord and Tenant shall meet to discuss the same and attempt to resolve any disagreements regarding the same. Any disputes between Landlord and Tenant regarding Landlord's Expenses shall be resolved in accordance with the provisions set forth in Article 18. Landlord agrees to reimburse Tenant for any reasonable costs or expenses incurred by Tenant that constitute Landlord's Expenses. To the extent that Landlord reimburses Tenant for Landlord's Expenses relating to Landlord's Remedial Work performed by Tenant, Landlord will be deemed to have satisfied its obligations under Section 6.9 with respect to such Landlord's Remedial Work.

Section 6.11 Maintenance and Warranty Contracts. Landlord covenants and agrees that, without the prior consent of Tenant, Landlord will not voluntarily, involuntarily, by operation of law or otherwise, sell, assign or transfer any of the Maintenance and Warranty Contracts to any Person other than Tenant. Further, Landlord agrees that Tenant is a third-party beneficiary of the Maintenance and Warranty Contracts and hereby conveys, transfers and assigns to Tenant as of the Commencement Date, (i) the Maintenance and Warranty Contracts and (ii) the nonexclusive right to enforce any and all of the respective obligations of any Person under the Maintenance and

Warranty Contracts during the Lease Term, including, but not limited to, any and all representations and warranties thereunder. Each Party agrees that it will not amend, modify, terminate, cancel, release or surrender any Maintenance and Warranty Contract without the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Neither Tenant nor Landlord shall have any obligation whatsoever to enforce the Maintenance and Warranty Contracts. The right of Tenant to enforce the respective obligations of any Person under any Maintenance and Warranty Contract is independent of and separate from the rights of Landlord to enforce the same and shall in no manner limit or reduce the rights of Landlord to enforce the same. After the Commencement Date, Landlord's sole right to enforce the Maintenance and Warranty Contracts and share in any recoveries thereunder shall be limited to the items covered by such Maintenance and Warranty Contracts that constitute Landlord's Expenses. The Parties agree that each will cooperate with the other in prosecuting any and all warranty and similar claims under any and all contracts or other agreements with third parties for the design, construction, supply, alteration, improvement, maintenance or renewal of the Leased Premises (each a "Warranty Claim"). All recoveries from any such Warranty Claims shall be applied, first, to the cost of collection, second, on a proportional basis to Landlord and Tenant to (x) reimburse Tenant for the cost and expenses incurred in order to repair, restore, renew or replace any part of the Leased Premises as to which such Warranty Claim relates and which have not been paid out of the ARR Fund and (y) to reimburse Landlord for amounts paid to Tenant under Section 6.10 for Landlord's Expenses relating to such Warranty Claim or to reimburse Landlord for costs for which Landlord is entitled to reimbursement from Tenant under Section 6.2.2 relating to such Warranty Claim and third, any remaining amounts shall be deposited into the ARR Fund. Any such deposits into the ARR Fund shall not reduce or offset Tenant's Semi-Annual ARR Fund Deposits. The existence or pendency of any Warranty Claim shall not delay or reduce any payments or disbursements to be made to Tenant under the provisions of Section 6.10.

ARTICLE 7

ASSET RENEWAL AND REPLACEMENT COSTS

Section 7.1 Asset Renewal and Replacement Fund. The Landlord shall (i) establish and maintain the ARR Account for the purpose of serving as a segregated asset renewal and replacement fund (the "ARR Fund") and (ii) hold and disburse the funds required to be deposited in the ARR Fund, all in accordance with this Article 7. The ARR Fund shall not be available to pay for any Landlord's Expenses. All funds in the ARR Fund shall be the property of the Tenant and Landlord shall account to Tenant for the same on a monthly basis. Funds deposited in the ARR Fund shall be held by Landlord in escrow for the benefit of Tenant and shall be distributed by Landlord as provided in this Article 7 and Section 6.2.2. The funds in the ARR Fund shall be invested as

directed by Tenant (provided there is no uncured Tenant Default) only in Permitted Investments and all earnings and interest thereon shall accrue to the ARR Fund and shall be available as part of the ARR Fund. Neither the Landlord nor the Tenant shall create, incur, assume or permit to exist any Lien on the ARR Account, ARR Fund or any proceeds thereof, except for the Liens granted by Tenant to Landlord pursuant to Section 7.6 of this Stadium Lease or the other Principal Project Documents. The ARR Fund, including the collected balance in the ARR Account, shall be delivered by Landlord to Tenant within thirty (30) days after the Lease Expiration Date. Notwithstanding the foregoing, if a Tenant Default or Potential Tenant Default exists on the Lease Expiration Date, (i) the collected balance in the ARR Fund shall not be delivered to the Tenant until such Tenant Default or Potential Tenant Default is cured or otherwise resolved and (ii) until such Tenant Default or Potential Tenant Default is cured or otherwise resolved, the Landlord may use the collected balance in the ARR Fund to reimburse Landlord for reasonable out-of-pocket costs incurred by Landlord in curing any such Tenant Default or Potential Tenant Default. The distribution of funds out of the ARR Fund for Capital Repair Expenses incurred by Tenant shall not constitute or be deemed to constitute (i) an approval or acceptance by the Landlord of the relevant Capital Repairs or (ii) a representation or indemnity by the Landlord to the Tenant or any other Person against any deficiency or defects in such Capital Repairs or against any breach of contract.

Notwithstanding anything in this Stadium Lease to the contrary, Tenant's financial responsibility with respect to Capital Repair Expenses shall not be limited to the amount of funds in the ARR Fund.

Section 7.2 Tenant's Semi-Annual ARR Fund Deposit. For each Lease Year occurring during the Lease Term, Tenant shall make, or cause to be made, deposits into the ARR Fund that total an amount equal to Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) per Lease Year, without offset or deduction other than as expressly provided in this Stadium Lease. Such deposits into the ARR Fund shall be due and payable semi-annually in the amount of One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000) each, payable on each Rent Payment Date during the Lease Term (each such deposit, a "Tenant's Semi-Annual ARR Fund Deposit"). Notwithstanding the foregoing, in the event Tenant elects to exercise the Mid-Season Option or the Pre-Season Option, (i) Tenant's Semi-Annual ARR Fund Deposits for the first Lease Year shall be adjusted to be equal to a prorata portion of the Tenant's Semi-Annual ARR Fund Deposits 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 Tenant's Semi-Annual ARR Fund Deposits for the first Lease Year shall be payable on the following dates:

(a) In the event the Commencement Date occurs on or after January 1 in any calendar year, but prior to April 1 on such calendar year, such prorata portion of Tenant's Semi-Annual ARR Fund Deposits for the first Lease Year shall be payable on the Commencement Date;

(b) In the event the 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 Tenant's Semi-Annual ARR Fund Deposits for the first Lease Year in excess of One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00) shall be payable on the Commencement Date and (ii) an amount equal to One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00) as the remainder of Tenant's Semi-Annual ARR Fund Deposits 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 Commencement Date occurs on or after the first (1st) day of October in any calendar year, the prorata portion of the Tenant's Semi-Annual ARR Fund Deposits for the first Lease Year shall be payable on the Commencement Date.

Provided no uncured Tenant Default or Potential Tenant Default shall then exist, each Tenant's Semi-Annual ARR Fund Deposit shall be reduced (but not below zero) by the sum of the following, and Tenant shall be entitled to an off-set against its obligation to make each such Tenant's Semi-Annual ARR Fund Deposit for each of the following:

(y) As provided in Section 8.2(c), the amount of any Targeted Tax imposed with respect to the Leased Premises; and

(z) Capital Repair Expenses for which there are insufficient funds in the ARR Fund to pay the same, but only to the extent such Capital Repair Expenses are covered by a Presentation Certificate submitted in accordance with Section 7.4 and are otherwise eligible for payment out of the ARR Fund pursuant to Section 7.4.

In addition and provided no uncured Tenant Default shall then exist, Tenant shall be entitled to a credit against the first Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) payable by Tenant as Tenant's Semi-Annual ARR Fund Deposit for any amounts paid by Tenant toward the costs of the Project under the Project Agreement, including, without limitation, any amounts paid under Article 12 of the Project Agreement.

In the event funds in the ARR Fund are used to pay for, or reimburse Tenant for, Capital Repair Expenses incurred by Tenant for which Tenant has a claim against a third party and Tenant thereafter receives funds from such third party in satisfaction of such claims, Tenant shall reimburse the ARR Fund out the funds so received from such third party to the extent and only to the extent of the amount disbursed out of the ARR Fund for such Capital Repairs, but the foregoing shall not apply to Insurance Proceeds applied in accordance with Article 12 of this Stadium Lease. Such reimbursement to the ARR Fund shall not reduce or offset Tenant's Semi-Annual ARR Fund Deposits.

Section 7.3 Landlord ARR Fund Deposits for Targeted Taxes. In the event Tenant is entitled to a reduction in the amount of Tenant's Semi-Annual ARR Fund Deposit under Section 7.2 on the basis of Targeted Taxes imposed by the Landlord or the Sports Authority, the Landlord shall deposit, or cause to be deposited, into the ARR Fund on the applicable Rent Payment date an amount equal to any such reductions in the Tenant's Semi-Annual ARR Fund Deposit otherwise payable on such Rent Payment Date. The agreements and obligations of the Landlord under this Section 7.3 shall survive, and remain binding upon the Landlord after, any assignment of this Stadium Lease by the Landlord.

Section 7.4 Tenant's Access to ARR Fund. Subject to all of the provisions and limitations set forth in this Article 7, from time to time during the Lease Term, Tenant may (and Landlord shall take such action as is necessary to permit Tenant to) present Landlord with a certificate (a "Presentation Certificate") requesting Landlord to withdraw an amount from the ARR Fund and either (i) disburse all or a portion of such amount to Tenant to reimburse Tenant for Capital Repair Expenses incurred by Tenant as described in such Presentation Certificate or (ii) disburse all or a portion of such amount to such third Persons as are specified therein to pay such third Persons for Capital Repair Expenses for which Tenant has liability and described in such Presentation Certificate. Each Presentation Certificate shall include (a) a statement certified by an authorized representative of Tenant that the particular Capital Repair Expenses covered by such Presentation Certificate (1) have been or will be completed in compliance with Article 6, (2) have been approved by Landlord or are Capital Repair Expenses that are not subject to Landlord's prior approval rights pursuant to Section 7.5, (3) have not been previously reimbursed as of the date of such presentation, and (4) have been incurred for Capital Repairs, and (b) such invoices, purchase orders, bills of sale or other documents that reasonably evidence Tenant's incurrence of such expenses and completion or undertaking to complete such Capital Repairs. Absent manifest error, upon receipt of a Presentation Certificate, Landlord promptly (and in no event more than ten (10) Business Days after receipt of such certificate) shall withdraw from the ARR Fund the amount specified in such Presentation Certificate and disburse such amount to (x) Tenant to reimburse Tenant for the amount of Capital Repair Expenses incurred by Tenant, as specified in such Presentation Certificate and

(y) the third Persons specified in such Presentation Certificate to pay such third Persons the amounts specified in such Presentation Certificate. Notwithstanding anything to the contrary contained in this Section 7.4, in the event Tenant submits a Presentation Certificate under this Section 7.4 and an uncured Tenant Default or Potential Tenant Default shall then exist, Landlord shall not be obligated to draw against the ARR Fund for the funds requested or otherwise reimburse Tenant unless and until such uncured Tenant Default or Potential Tenant Default is cured or otherwise resolved. Landlord and Tenant intend for the procedure described in this Section 7.4 to be ministerial in nature so that Tenant may receive immediate reimbursement and payment of expenses described in this Section 7.4 incurred by Tenant or for which the Tenant has liability. In the event the Presentation Certificates submitted by Tenant under this Section 7.4 do not include documents that reasonably evidence Tenant's completion of the Capital Repairs covered by such Presentation Certificates, Tenant shall provide Landlord with such documents within thirty (30) days after the completion of such Capital Repairs.

Section 7.5 Approval/Verification.

7.5.1 Landlord Approval Rights. Except for the following, Landlord shall have the right to approve any Capital Repair Expenses that are to be reimbursed or paid out of the ARR Fund under Section 7.4:

- (a) Any Capital Repair Expense relating to a Capital Repair of the components of the Leased Premises described on Exhibit C to this Stadium Lease if such Capital Repair is either (i) due to the Physical Obsolescence of such component or (ii) performed or to be performed in accordance with the schedule for such component, if any, specified on Exhibit C to this Stadium Lease;
- (b) Any Capital Repair Expenses relating to any Capital Repairs required by applicable Governmental Rules, which requirement is evidenced by a notice of violation or similar evidence from any Governmental Authority;
- (c) The purchase and maintenance of a reasonable spare parts inventory for Capital Repairs so long as such spare parts inventory is reasonably consistent with the spare parts inventory at Comparable Facilities or the spare parts inventory included in the Project Plans; and

(d) Any Capital Repair Expense, or series of Capital Repair Expenses relating to the same Capital Repair, that in the aggregate is less than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000).

Landlord shall not unreasonably withhold, delay or condition any such approval. In the event Landlord fails to grant such approval, such matters shall be resolved in accordance with the provisions set forth in Article 18.

7.5.2 Third Party Verification. Landlord may, at any time during the first ninety (90) day period after the end of each Lease Year, notify Tenant in writing of its desire to obtain a third-party verification of the amounts and items for which Tenant has obtained reimbursement under Sections 7.4 during such expired Lease Year. Within twenty (20) days after Tenant's receipt of such written request, Tenant at its expense shall engage such third party accountants as are specified by Landlord in such written request (which shall be nationally or regionally recognized independent certified public accountants that are not then otherwise engaged by either Party) to review the amounts and items for which Tenant obtained reimbursement under Sections 7.4 during such expired Lease Year. Such accountants' review shall be limited to the portion of Tenant's books and records as are necessary to verify such items. Tenant shall direct such accountants (i) to deliver their report (which shall be addressed to Landlord and Tenant) to Landlord and Tenant within a reasonable time period and in no event later than forty-five (45) days after being notified to proceed with their review, (ii) to advise Landlord and Tenant in such report whether any reimbursement obtained by Tenant under Sections 7.4 during such expired Lease Year constituted error and, if so, to describe any such error in reasonable detail, and (iii) to determine the payment owing from one Party to the other to correct any such error. Within ten (10) days after its receipt of such accountants' report, the Parties shall, reimburse each other by the appropriate amount to correct any error reflected in such accountants' report. All such reimbursements received by Landlord for Capital Repair Expenses shall be deposited into the ARR Fund. All payments required to be made by Landlord under this Section 7.5.2 shall be out of the ARR Fund and shall be distributed to Tenant. The accountants engaged by Tenant for the above purposes shall (i) not be considered to be agents, representatives or independent contractors of Landlord and (ii) shall agree to maintain the confidentiality of any of Tenant's books and records, except as required by applicable Governmental Rule.

Section 7.6 Pledge of ARR Fund. Tenant hereby grants and conveys to Landlord a Lien on the ARR Fund and the ARR Account to secure the payment and performance of any and all of Tenant's obligations under this Stadium Lease. Landlord 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 Tenant Default shall exist. Tenant shall execute and deliver any security

agreements, financing statements, continuation statements, collateral assignments or other documents as may be reasonably requested by Landlord at any time for the purpose of perfecting, continuing, and confirming the foregoing Lien on the ARR Fund and the ARR Account.

ARTICLE 8

IMPOSITIONS

Section 8.1 Taxes and Assessments.

8.1.1 Impositions on Leased Premises. Throughout the Lease Term, Tenant shall be responsible for, and shall timely pay, all Taxes and other Impositions (including amounts payable by the "operator" under Section 334.044(d) of the Texas Local Government Code, as amended) levied on or payable with respect to the Leased Premises or the Leasehold Estate, except that Landlord shall be responsible for, and shall timely pay all ad valorem Taxes levied on or payable with respect to the Leased Premises (other than amounts payable by the "operator" under Section 334.044(d) of the Texas Local Government Code, as amended) in the event the Leased Premises is not exempt from property taxation due to any act of Landlord or the Sports Authority or any failure of Landlord to fulfill its legal obligations.

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

Section 8.2 Targeted Taxes. If a Targeted Tax is ever imposed by the Landlord or the Sports Authority and provided no uncured Tenant Default shall exist or Potential Tenant Default shall exist (but only for so long as such Potential Tenant Default shall remain uncured), then the following shall occur in the following order of priority based upon the amount of such Targeted Taxes paid to the Landlord by Tenant:

(a) First, the next payment or payments of Basic Rentals hereunder shall automatically be reduced or eliminated, as may be required to fully credit and offset the paid amount of any such Targeted Tax against the Basic Rentals;

(b) Second, the next payment or payments of Royalty under the License Agreement shall automatically be reduced or eliminated, as may be required to fully credit and offset the paid amount of any such Targeted Tax against the Royalty payable under the License Agreement; and

(c) Third, the next Tenant's Semi-Annual ARR Fund Deposit required hereunder shall automatically be reduced or eliminated, as may be required to fully credit and offset the paid amount of any such Targeted Tax against Tenant's Semi-Annual ARR Fund Deposit.

In the event that such right to offset payments of Basic Rentals, Royalty and Tenant's Semi-Annual ARR Fund Deposit by the amount of any such Targeted Tax is not sufficient to fully credit and offset the paid amount of such Targeted Taxes, Tenant may from time to time submit an invoice to the Landlord for any such excess Targeted Taxes. In such case, the Landlord shall, within thirty (30) days after receipt of such invoice, pay Tenant an amount equal to the amount of such excess Targeted Taxes (less any amount that previously reduced the Basic Rentals, Royalty and Tenant's Semi-Annual ARR Fund Deposit) or otherwise relieve Tenant of the economic burden of such invoice amount in a manner mutually agreeable to Tenant and Landlord. So long as no uncured Tenant Default exists, Landlord shall not impose or assess any Targeted Taxes with respect to the Astrodome Complex prior to the Commencement Date. The agreements and obligations of the Landlord under this Section 8.2 shall survive, and remain binding upon the Landlord after, the Lease Expiration Date or any assignment of this Stadium Lease by the Landlord. Tenant shall have no right under this Section 8.2 to offset payments of Basic Rentals, Royalty or Tenant's Semi-Annual ARR Fund Deposit or be paid an amount equal to any excess Targeted Taxes in the event and to the extent any Targeted Taxes are collected during the existence of an uncured Tenant Default or Potential Tenant Default that becomes a Tenant Default.

ARTICLE 9

INSURANCE AND INDEMNIFICATION

Section 9.1 Policies Required.

9.1.1 Property Insurance Policy. Commencing on the Commencement Date, and at all times during the Lease Term, Tenant shall, at its sole cost and expense, obtain, keep, and maintain a hazard and casualty insurance policy (the "Property Insurance Policy") providing for coverage of the Leased Premises and Concession Improvements (including any Additional Work)

against loss or damage due to Insured Casualty Risks on commercially reasonable terms from time to time available with respect to improvements in Houston, Harris County, Texas, similar to the Leased Premises and Concession Improvements, and affording coverage for, among other things, demolition and debris removal, naming Tenant as the first named insured, Landlord as additional named insured, and any Facility Mortgagee as a mortgagee, as their respective interests may appear, for a sum at least equal to one hundred percent (100%) of the insurable replacement cost of the Stadium, Union Station Building, all Personalty, and Concession Improvements, to be determined no more frequently than every five (5) years during the Lease Term upon Landlord's request, and with any deductible not exceeding One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per loss, unless not available on commercially reasonable terms in which circumstance the lowest deductible in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) available on commercially reasonable terms shall be obtained, but in all events the deductible shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

9.1.2 Policies Required For Additional Work - Builders's All Risk Policy. In the event the reasonably anticipated total cost of any Additional Work (calculated so as to include, but not be limited to, all sums payable under any Additional Work Construction Contracts related thereto) is equal to or exceeds One Million and No/100 Dollars (\$1,000,000.00) and such Additional Work is not covered during the course of construction by the Property Insurance Policy described in Section 9.1.1, then prior to the commencement of any Additional Work and at all times during the performance of such Additional Work, Tenant shall obtain, keep and maintain or cause to be obtained, kept and maintained, builder's "all risk" insurance policies (collectively, the "Builder's All Risk Policies") affording coverage of such Additional Work, whether permanent or temporary, and all Insured Materials and Equipment related thereto against loss or damage due to Insured Casualty Risks on commercially reasonable terms from time to time available with respect to similar work in Houston, Harris County, Texas. The Builder's All Risk Policies shall be written on an occurrence basis and on a "replacement cost" basis, insuring one hundred percent (100%) of the insurable value of the cost of the Additional Work, using a completed value form (with permission to occupy upon completion of work or occupancy), naming Tenant as the insured and any Facility Mortgagee and the Landlord as loss payees, as their respective interests may appear, and with any deductible not exceeding One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per loss (provided, however, that, in the case of demolition and debris removal coverage, Tenant shall carry coverage in not less than the full amount necessary to demolish the Additional Work and to remove all debris that may exist after the occurrence of any Insured Casualty Risks). The Builder's All Risk Policies additionally shall comply with all requirements applicable to them set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 9. The cost of any such Builder's All Risk Policies shall be considered a cost of the Additional Work and shall be allocated between Landlord and Tenant as such in the manner required under Article 7.

9.1.3 Additional Policies Required by Tenant During the Lease Term.

Commencing on the Commencement Date, and at all times during the Lease Term and continuing thereafter until Tenant has fulfilled all of its obligations under Article 17 (unless otherwise provided below), Tenant shall, at its sole cost and expense, obtain, keep and maintain or cause to be obtained, kept and maintained, the following insurance policies:

(a) Commercial General Liability Policy. A commercial general liability insurance policy ("Tenant's GL Policy"), written on an occurrence basis and limited to the Leased Premises (or if not so limited, having a general aggregate limit that shall be site-specific to the Leased Premises), naming Tenant as the named insured (with the effect that Tenant and its employees are covered) and any Facility Mortgagee and the Landlord as additional insureds, affording protection against liability arising out of personal injury, bodily injury and death and/or property damage occurring, in, upon or about the Leased Premises or resulting from, or in connection with, the construction, use, operation or occupancy of the Leased Premises and containing provisions for severability of interests. The Tenant's GL Policy shall be in such amount and such policy limits so that (i) the coverage and limits are adequate to maintain the Tenant's Excess/Umbrella Policy without gaps in coverage between the Tenant's GL Policy and the Tenant's Excess/Umbrella Policy and (ii) the minimum policy limits set forth in the Insurance Plan Additional Requirements are satisfied. The Tenant's GL Policy additionally shall comply with all requirements applicable to it set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 9.

(b) Workers' Compensation Policy. A workers' compensation insurance policy and any and all other statutory forms of insurance now or hereafter prescribed by applicable law, providing statutory coverage under the laws of the State of Texas for all Persons employed by Tenant in connection with the Leased Premises and employers liability insurance policy (collectively, the "Tenant's Workers' Compensation Policy") affording protection of not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease (policy limit). The Tenant's Workers' Compensation Policy additionally shall comply with all requirements applicable to it set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 9. If requested by Landlord, every five (5) years during the Lease Term the amount of Tenant's Workers' Compensation Policy shall be adjusted by the CPI Fraction as of the end of such fifth year by multiplying the initial One Million and No/100 Dollar (\$1,000,000.00) amount of such policy by the then CPI Fraction.

(c) Excess/Umbrella Policy. An excess or umbrella liability insurance policy ("Tenant's Excess/Umbrella Policy"), written on an occurrence basis, in an amount not less than Fifty Million and No/100 Dollars (\$50,000,000.00) per occurrence and in the aggregate for personal injury, bodily injury and death and/or property damage liability combined, such policy to be written on an excess basis above the coverages required hereinabove (specifically listing such underlying policies) and following the form of such underlying policies. Every five (5) years during the Lease Term the amount of Tenant's Excess/Umbrella Policy shall be adjusted by the CPI Fraction as of the end of such fifth year by multiplying the initial Fifty Million and No/100 Dollar (\$50,000,000.00) amount of such policy by such CPI Fraction.

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

(a) Commercial General Liability Policy. A commercial general liability insurance policy ("Landlord's GL Policy"), written on an occurrence basis and limited to the Leased Premises (or if not so limited, having a general aggregate limit that shall be site-specific to the Leased Premises), naming the Landlord as the named insured and any Facility Mortgagee and Tenant as additional insureds, affording protection against liability arising out of personal injury, bodily injury and death and/or property damage occurring, in, upon or about the Leased Premises or resulting from, or in connection with, the use, operation or occupancy of the Leased Premises and containing provisions for severability of interests. The Landlord's GL Policy shall be in such amount and such policy limits so that (i) the coverage and limits are adequate to maintain the Landlord's Excess/Umbrella Policy without gaps in coverage between the Landlord's GL Policy and the Landlord's Excess/Umbrella Policy and (ii) the minimum policy limits set forth in the Insurance Plan Additional Requirements are satisfied. The Landlord's GL Policy additionally shall comply with all other requirements applicable to it set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 9.

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

(\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease (policy limit). The Landlord's Workers' Compensation Policy additionally shall comply with all other requirements applicable to it set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 9. If requested by Tenant, every five (5) years during the Lease Term the amount of Landlord's Workers' Compensation Policy shall be adjusted by the CPI Fraction as of the end of such fifth year by multiplying the initial One Million and No/100 Dollar (\$1,000,000.00) amount of such policy by the then CPI Fraction.

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

Section 9.2 Surety Bonds. Prior to the commencement of any Additional Work (other than Maintenance) costing in excess of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) and at all times during the performance of such Additional Work (other than Maintenance), Tenant shall cause the Additional Work contractor to obtain, keep and maintain such performance and payment bonds as are required by applicable Governmental Rule or if not required by applicable Governmental Rule, as are commercially reasonable in light of the circumstances. The cost of any such payment and performance bonds shall be considered a cost of the Additional Work and shall be allocated between Landlord and Tenant as such in the manner required under Article 6.

Section 9.3 Blanket or Master Policy. Any one or more of the types of insurance coverages required in Section 9.1 (except for the Tenant's GL Policy and the Landlord's GL Policy, which shall have a general aggregate limit that shall be site-specific to the Leased Premises) may be obtained, kept and maintained through a blanket or master policy insuring other entities (such as the general partner(s) of Tenant, Affiliates of Tenant or the general partner(s) thereof), provided that (a) such blanket or master policy and the coverage effected thereby comply with all applicable requirements of this Stadium Lease and (b) the protection afforded under such blanket or master policy shall be no less than that which would have been afforded under a separate policy or policies relating only to the Leased Premises. If any excess or umbrella liability insurance coverage required

pursuant hereto is subject to an aggregate annual limit and is maintained through such blanket or master policy, and if such aggregate annual limit is impaired as a result of claims actually paid by more than fifty percent (50%), the Party who carries such policy hereunder shall immediately give notice thereof to the other Party and, within ninety (90) days after discovery of such impairment, to the fullest extent reasonably possible, cause such limit to be restored by purchasing additional coverage.

Section 9.4 Failure to Maintain. If at any time and for any reason Tenant or Landlord fails to provide, maintain, keep in force and effect, or deliver to the other Party proof of, any of the insurance required under Section 9.1 and such failure continues for ten (10) days after notice thereof from the other Party to Tenant or Landlord, as the case may be, the other Party may, but shall have no obligation to, procure single interest insurance for such risks covering the other Party (or, if no more expensive, the insurance required by this Stadium Lease), and Tenant or Landlord, as the case may be, shall, within ten (10) days following the other Party's demand and notice, pay and reimburse the other Party therefor.

Section 9.5 Additional Policy Requirements.

9.5.1 Insurers; Certificate and Other Requirements.

(a) All insurance policies required to be procured under Section 9.1 shall be effected under valid policies issued by insurers which have an Alfred M. Best Company, Inc. rating of "A-" or better and a financial size category of not less than "X" (or, if Alfred M. Best Company, Inc. no longer uses such rating system, then the equivalent or most similar ratings under the rating system then in effect, or if Alfred M. Best Company, Inc. is no longer the most widely accepted rater of the financial stability of insurance companies providing coverage such as that required by this Stadium Lease, then the equivalent or most similar rating under the rating system then in effect of the most widely accepted rater of the financial stability of such insurance companies at the time).

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

(c) Each and every insurance policy required to be carried hereunder by or on behalf any Party shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless the other Party shall have received

written notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such written notice to be sent to the other Party not less than ninety (90) days (or the maximum period of days permitted under applicable law, if less than ninety (90) days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the written notice shall be sent to the other Party on the earliest possible date but in no event less than ten (10) days prior to the effective date of such cancellation.

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

9.5.3 Waiver of Right of Recovery. To the extent permitted by law, and without affecting the insurance coverage required to be maintained hereunder, the Landlord and Tenant each waive all rights of recovery, claim, action or cause of action against the other for any damage to Property (other than the Leased Premises), to the extent that such damage (i) is covered (and only to the extent of such coverage without regard to deductibles) by insurance actually carried by the Party holding or asserting such right of recovery, claim, action or cause of action or (ii) would be insured against under the terms of any insurance required to be carried under this Stadium Lease by the Party holding or asserting such right of recovery, claim, action or cause of action. This provision is intended to (i) restrict each Party (if and to the extent permitted by law) to recovery against insurance carriers to the extent of such coverage and to waive (to the extent of such coverage), for the benefit of each Party, rights and/or claims which might give rise to a right of subrogation in any insurance

carrier and (ii) give each Party the benefit of the foregoing notwithstanding any failure by the other Party to maintain the insurance required under this Stadium Lease or the Project Agreement. The provisions of this Section 9.5.3 are not intended to limit the claims of the Landlord or Tenant to the face amount or coverage of the insurance policies herein provided for or to evidence the waiver by either Party of any claim for damages in excess of the face amount or coverage of any of such insurance policies. Neither the issuance of any insurance policy required under, or the minimum limits specified in, Section 9.1 with respect to Tenant's or Landlord's insurance coverage shall be deemed to limit or restrict in any way Tenant's or Landlord's liability arising under or out of this Stadium Lease.

Section 9.6 Proceeds of Insurance. Without limiting Tenant's obligations under Article 12 with respect to Casualty Repair Work, the Insurance Proceeds paid under any insurance policies required by Sections 9.1.1 and 9.1.2 shall be payable to:

(a) Provided that no Tenant Default then exists, Tenant, in the case of any particular insured Casualty resulting in damage involving a reasonably estimated cost of repair equal to or less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which Insurance Proceeds shall be received by Tenant in trust for the purpose of paying the cost of restoration as required by Section 12.2;

(b) Landlord for deposit into the Insurance Fund, (a) in the case of any particular insured Casualty resulting in damage involving a reasonably estimated cost of repair in excess of Five Hundred Thousand and No/100 Dollars (\$500,000.00) or (b) in the event a Tenant Default then exists, which Insurance Proceeds are to be held and disbursed pursuant to, and under the conditions set forth, in Section 12.2; or

(c) Landlord for deposit into the Insurance Fund with respect to (a) Insurance Proceeds for demolition and debris removal payable as a result of an insured Casualty that permits Tenant to terminate this Stadium Lease under the express provisions hereof and (b) Insurance Proceeds payable after any termination of this Stadium Lease, provided that such Insurance Proceeds shall be disbursed in accordance with the provisions of Article 12.

In each of the circumstances described in the preceding subparagraphs (b) or (c) of this Section 9.6, the Landlord shall (i) establish and maintain the Insurance Account for the sole purpose of serving as a segregated fund for the Insurance Proceeds (the "Insurance Fund") and (ii) hold and disburse the Insurance Proceeds deposited into the Insurance Fund under this Stadium Lease, all in accordance with this Article 9 and Article 12. All funds in the Insurance Fund shall be held in escrow by Landlord for application in accordance with the terms of this Stadium Lease and Landlord

shall account to Tenant for the same on a monthly basis. The funds in the Insurance Fund shall be invested as directed by Tenant (provided there is no uncured Tenant Default) only in Permitted Investments and all earnings and interest thereof shall accrue to the Insurance Fund and shall be available as part of the Insurance Fund. Neither the Landlord nor the Tenant shall create, incur, assume or permit to exist any Lien on the Insurance Fund or any proceeds thereof.

Section 9.7 Indemnification.

9.7.1 Tenant's Agreement to Indemnify. Tenant shall, except as provided in Section 9.7.2, defend, protect, indemnify and hold Landlord and its officers, directors, employees, and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses), arising from or in connection with any injury to or death of a Person or any damage to property (including loss of use) resulting from, arising out of or in connection with (i) the use or occupancy of the Leased Premises on or after the Commencement Date or (ii) the negligence or willful act of Tenant or Tenant's contractors, employees, officers, directors, agents, Space Tenants or invitees.

9.7.2 Tenant's Exclusions. Notwithstanding the provisions of Section 9.7.1, Tenant shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses) arising from or in connection with:

- (a) Any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful act of Landlord, its employees, officers, directors, contractors, agents or invitees;
- (b) Landlord's violation of any provisions of this Stadium Lease or any applicable Governmental Rules or deed restriction or insurance policy, now or hereafter in effect and applicable to Landlord;
- (c) The existence of any Hazardous Materials in, on or under the Leased Premises prior to the Commencement Date, but the foregoing shall not apply to any Hazardous Materials that are introduced to the Leased Premises by Tenant, or any of its employees, officers, directors, contractors, agents, Space Tenants or invitees; or
- (d) Any Environmental Event caused by Landlord or any of its employees, officers, directors, contractors, agents or invitees.

9.7.3 Landlord's Agreement to Indemnify. Landlord shall, except as provided in Section 9.7.4, defend, protect, indemnify and hold Tenant and its officers, directors, employees, and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses), arising from or in connection with any injury to or death of a Person or any damage to property (including loss of use) resulting from, arising out of or in connection with (i) the use or occupancy of the Leased Premises prior to the Commencement Date or (ii) the negligence or willful act of Landlord or Landlord's contractors, employees, officers, directors, agents or invitees.

9.7.4 Landlord's Exclusions. Notwithstanding the provisions of Section 9.7.3, Landlord shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses) arising from or in connection with:

- (a) Any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful act of Tenant, its employees, officers, directors, contractors, agents, Space Tenants or invitees;
- (b) Tenant's violation of any provisions of this Stadium Lease or any applicable Governmental Rules or deed restriction or insurance policy, now or hereafter in effect and applicable to Tenant;
- (c) Any Hazardous Materials that are introduced to the Leased Premises on or after the Commencement Date, but the foregoing shall not apply to any Hazardous Materials that are introduced to the Leased Premises by Landlord, or any of its employees, officers, directors, contractors, agents or invitees; or
- (d) Any Environmental Event caused by Tenant or any of its employees, officers, directors, contractors, agents, Space Tenants or invitees.

9.7.5 No Third Party Beneficiary. The provisions of this Section 9.7 are solely for the benefit of Landlord and Tenant and are not intended to create or grant any rights, contractual or otherwise, to any other Person.

9.7.6 Conduct of Claims. The Party entitled to indemnification under this Section 9.7 ("the Indemnified Party") shall reasonably promptly after the receipt of notice of any legal action or claim against such Indemnified Party in respect of which indemnification may be sought pursuant to this Section 9.7, notify the other Party ("the Indemnifying Party") of such action or claim. The

Indemnifying Party shall not be obligated to indemnify the Indemnified Party with respect to any such action or claim if the Indemnified Party knowingly fails to notify the Indemnifying Party thereof in accordance with the provisions of this Section 9.7.6 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 9.7 or conferences with representatives of or counsel for such Person.

9.7.7 Survival. The indemnities contained in this Section 9.7 shall survive the expiration or earlier termination of this Stadium Lease, 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 Stadium Lease.

ARTICLE 10

OWNERSHIP OF LEASED PREMISES: ACCESS

Section 10.1 Title to the Leased Premises.

10.1.1 Ownership. Title to the Leased Premises shall be and remain in Landlord, but Landlord's rights and powers with respect thereto are subject to the terms and limitations of this Stadium Lease. All trade fixtures, appliances, furniture, equipment, (including kitchen, concession, exercise and field maintenance equipment), furnishings, and other personal Property installed in, affixed to or placed or used in the operation of the Leased Premises by or on behalf of Tenant throughout the Lease Term shall be and remain the property of the Tenant at all times and shall not be considered part of the Leased Premises, except for the following items and all repairs to, replacements of, and substitutions therefor:

(a) The Stadium, the Union Station Building and any other improvements from time to time located on the Tracts and all fixtures attached thereto; and

(b) The FF&E installed, affixed, attached or supplied by Landlord pursuant to the Project Agreement or any FF&E paid for by Landlord or paid for out of the ARR Fund or the Insurance Fund.

10.1.2 Sale or Disposal of Equipment or Other Personal Property. Provided that no Tenant Default or Potential Tenant Default then exists, Tenant shall have the right at any time and from time to time, to sell or dispose of any Physically Obsolete or Functionally Obsolete equipment, fixtures, machinery, furniture, furnishings and other personal property that constitutes a part of the Leased Premises (collectively, "Personalty") and deposit the proceeds thereof into the ARR Fund; provided, however, that if such Personalty is necessary for operation of the Leased Premises in accordance with the requirements of Section 6.1, Tenant shall then or prior thereto or as reasonably necessary thereafter substitute for the same other Personalty, not necessarily of the same character but capable of performing the same function as that performed by the Personalty so disposed of, and of good quality and suitable for its intended purpose and title to such substitute Personalty shall vest in Landlord subject only to this Stadium Lease and any encumbrances arising by, through or under Landlord.

Section 10.2 Access to the Leased Premises for Landlord. Tenant shall permit Landlord or its authorized representatives to enter the Leased Premises at all reasonable times during Business Hours upon reasonable notice under the applicable circumstances for the purposes of (a) inspection,

(b) the performance of (i) any maintenance and repair by Landlord under Section 6.2.2, (ii) any Landlord Remedial Work, or (iii) other work in the Leased Premises made necessary by reason of Tenant's Default, (c) Landlord's operation of the Leased Premises under Section 16.2 or (d) exhibition of the Leased Premises to others during the last thirty-six (36) months of the Lease Term or the period of any Potential Tenant Default or any uncured Tenant Default; provided, however, such entry shall be conducted in such a manner as to minimize interference with the business being conducted in the Leased Premises. In addition, Tenant shall permit Landlord or its authorized representatives to enter the Leased Premises in any circumstance in which Landlord in good faith believes that (i) immediate action is required in order to safeguard lives, property or the environment, and (ii) Tenant is not taking reasonable action in order to safeguard lives, property or the environment after being requested to do so by Landlord. In such circumstances, (i) Landlord's activities on the Leased Premises shall be limited to taking reasonable action in order to safeguard lives, property or the environment and (ii) within thirty (30) days following Landlord's demand and notice, Tenant shall pay and reimburse Landlord for the reasonable costs and expenses incurred by Landlord as a result of any such actions taken by Landlord that Tenant is obligated to take under this Stadium Lease.

ARTICLE 11

SERVICE CONTRACTS AND EQUIPMENT LEASES

Section 11.1 Landlord's and Tenant's Rights Under Service Contracts and Equipment Leases. Landlord covenants and agrees that, without the prior written consent of Tenant, Landlord will not voluntarily, involuntarily, by operation of law or otherwise, sell, assign or transfer any Service Contracts or Equipment Leases to any Person other than Tenant. Further, Landlord agrees that Tenant is a third-party beneficiary of the Service Contracts and Equipment Leases and that pursuant to the terms of the Project Agreement Landlord will convey, transfer, and assign to Tenant as of the Commencement Date (i) the Service Contracts and Equipment Leases and (ii) the non-exclusive right to enforce any and all of the respective obligations of any Person under the Service Contracts and Equipment Leases during the Lease Term, including, but not limited to, any and all representations and warranties thereunder. The right of Tenant to enforce the respective obligations of any Person under any Service Contracts or Equipment Leases is independent of and separate from the rights of Landlord to enforce the same and shall in no manner limit or reduce the rights of Landlord to enforce such obligations. Notwithstanding the foregoing, Landlord's right to enforce the Service Contracts and Equipment Leases and share in any recoveries thereunder during the Lease Term shall be limited to claims arising thereunder prior to the Commencement Date or for which Landlord has liability under this Stadium Lease, unless an uncured Tenant Default shall exist, in

which event Landlord's rights shall not be so limited. The Parties covenant and agree that each will cooperate with the other in the enforcement of such Service Contracts and Equipment Leases and promptly notify the other in writing of any default by any Person under any Service Contracts or Equipment Leases and of the remedy or course of action sought by it in response to such default. Tenant shall use commercially reasonable efforts to enforce the obligations that arise under any Service Contracts or Equipment Leases during the Lease Term. Each Party agrees that it will not amend, modify, terminate, cancel, release or surrender any Service Contracts or Equipment Leases without the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right to terminate any Equipment Leases or Service Contracts for cause so long as contemporaneously with such termination Tenant enters into replacement leases or contracts, as the case may be, with substitute or alternate providers for substantially the same or better goods or services on terms that have been approved by Landlord, such approval not to be unreasonably withheld, conditional or delayed, and in such circumstances the replacement leases or contracts shall constitute Equipment Leases and Service Contracts for all purposes under this Stadium Lease.

ARTICLE 12

CASUALTY DAMAGE

Section 12.1 Damage or Destruction. If, at any time during the Lease Term, there is any Casualty to the Leased Premises or Concession Improvements or any part thereof, then Tenant shall (i) use all reasonable efforts to promptly secure the area of damage or destruction to safeguard against injury to Persons or Property and, promptly thereafter, remediate any hazard and restore the Leased Premises and Concession Improvements to a safe condition whether by repair or by demolition, removal of debris and screening from public view, and (ii) Tenant shall, to the extent allowed by law, promptly commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of adjusting the insurance loss and subject to Excusable Tenant Delay) to repair, restore, replace or rebuild the Leased Premises and Concession Improvements as nearly as practicable to a condition which is at least substantially equivalent to that existing immediately prior to such damage or destruction. Such repair, restoration, replacement or rebuilding, including temporary repairs for the protection of other Property pending the completion of any such work, remediation of hazards and restoration of the Leased Premises to a safe condition or any demolition and debris removal required are sometimes referred to in this Stadium Lease as the "Casualty Repair Work". To the extent any Casualty Repair Work is not performed by Tenant's employees, such Casualty Repair Work must be performed on an arms length, bona fide basis by Persons who are not Affiliates of Tenant and on commercially reasonable terms given the totality of the then existing circumstances.

Section 12.2 Insurance Proceeds.

12.2.1 Requirements for Disbursement. Insurance proceeds paid pursuant to the policies of insurance for loss of or damage to the Leased Premises or Concession Improvements (herein sometimes referred to as the "Insurance Proceeds") shall be paid and delivered to the Persons specified in Section 9.6. Except as provided in Section 12.2.3 and Section 12.4.3, the Insurance Fund shall be applied to the payment of the costs of the Casualty Repair Work and shall be paid out to or for the account of Tenant from time to time as such Casualty Repair Work progresses. Landlord shall make such payments or disbursements of such Insurance Proceeds out of the Insurance Fund upon the request from Tenant when accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by a Responsible Officer of Tenant, and, to the extent an architect, engineer or construction manager is reasonably required to be retained with respect to the nature of the Casualty Repair Work being performed, by a qualified architect, engineer or construction manager in charge of the Casualty Repair Work selected by Tenant, setting forth the following:

- (a) That the sum then requested either has been paid by Tenant or is due to contractors, subcontractors, materialmen, architects, engineers or other Persons who have rendered services or furnished materials in connection with the Casualty Repair Work, giving a reasonably detailed description of the services and materials and the several amounts so paid or due; and
- (b) That except for the amount stated in such certificate to be due (and/or except for statutory or contractual retainage not yet due and payable), there is no outstanding indebtedness for such Casualty Repair Work known to the Persons signing such certificate which is then due to Persons being paid, after due inquiry.

Insurance Proceeds paid or disbursed to the Tenant, whether from the Insurance Fund, the issuers of any insurance policies or otherwise shall be held by the Tenant in trust for the purposes of paying the cost of the Casualty Repair Work and shall be applied by Tenant to such Casualty Repair Work or otherwise in accordance with the terms of this Section 12.2.

12.2.2 Disbursements for Work Performed. Upon compliance with Section 12.2.1, the Landlord shall, out of the Insurance Fund, pay or cause to be paid to Tenant or to the Persons named in the certificate the respective amounts stated therein to have been paid by Tenant or to be due to such Persons, as the case may be. All sums so paid to Tenant and all insurance proceeds paid or otherwise disbursed directly to Tenant and any other proceeds received or collected by or for the account of Tenant (other than by way of reimbursement to Tenant for sums theretofore paid by Tenant) shall be held by the Tenant in trust for the purpose of paying the cost of

the Casualty Repair Work. The distribution of funds out of the Insurance Fund for Casualty Repair Work shall not constitute or be deemed to constitute (i) an approval or acceptance by the Landlord of the relevant Casualty Repair Work or (ii) a representation or indemnity by the Landlord to the Tenant or any other Person against any deficiency or defects in such Casualty Repair Work or against any breach of contract.

12.2.3 Disbursements of Excess Proceeds. If the Insurance Proceeds (and other funds, if any) received by Landlord shall exceed the entire cost of the Casualty Repair Work, Landlord shall deposit the amount of any such excess proceeds into the ARR Account and thereupon such proceeds shall constitute part of the ARR Fund, but only after Landlord has been furnished with reasonably satisfactory evidence that all Casualty Repair Work has been completed and that no Mechanic's Liens exist or may arise in connection with the Casualty Repair Work and after all Rentals then due hereunder have been paid and after any Potential Tenant Defaults with respect to monetary obligations owing to Landlord and any Tenant Defaults hereunder have been cured.

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

Section 12.3 Option to Terminate.

12.3.1 Damage or Destruction of Substantially All of the Improvements. In the event that (a) Substantially All of the Improvements shall be damaged or destroyed by Casualty (that is not the result of the intentional act or willful misconduct of Tenant or any of its agents, employees or contractors) at any time during the final three (3) Lease Years of the Lease Term or (b) any portion of the Stadium shall be damaged or destroyed by Casualty (that is not the result of the negligent or intentional act or willful misconduct of Tenant or any of its agents, employees, Space Tenants or contractors) which creates an Untenantable Condition at any time during the Lease Term and in the circumstances described in this clause (b) the Governmental Rules then applicable to the Stadium prohibit the restoration of the Stadium under any circumstances so as to eliminate such Untenantable Condition, then Tenant may, at its option (exercised with reasonable promptness in the circumstances, but in all events within ninety (90) days after such damage or destruction), terminate this Stadium Lease and all other Project Documents by (y) serving upon Landlord notice within such period setting forth Tenant's election to terminate this Stadium Lease and all other Project Documents as a result of such damage or destruction as of the end of the calendar month in which such notice is delivered to Landlord and (z) paying to Landlord, concurrently with the service of such notice, all the Rentals which would otherwise have been payable up to the effective date of

such termination plus the amount of the then existing deductible under the Property Insurance Policy. Upon the service of such notice and the making of such payments within the foregoing time period, this Stadium Lease and all other Project Documents shall cease and terminate on the date specified in such notice with the same force and effect as if such date were the date originally fixed as the Lease Expiration Date and Tenant shall have no obligation to perform any Casualty Repair Work or pay any Casualty Expenses with respect to such Casualty, provided no uncured Tenant Default exists. Failure to terminate this Stadium Lease within the foregoing time period shall constitute an election by Tenant to keep this Stadium Lease in force. If Tenant elects to so keep this Stadium Lease in full force and effect, Tenant shall commence to construct new replacement improvements and prosecute such construction to completion as provided in Article 6 and this Article 12.

12.3.2 Application of Proceeds. In the event this Stadium Lease shall be terminated pursuant to the provisions of Section 12.3.1, Insurance Proceeds, if any, payable in respect of such damage or destruction shall be payable to, and held and distributed by, Landlord. Landlord shall distribute such Insurance Proceeds and the deductible received from Tenant under Section 12.3.1 as follows and in the following order of priority (i) first, to pay the amount of outstanding principal and accrued interest then due under any Public Debt, (ii) second, to pay the amount of outstanding principal and accrued interest then due to any Facility Mortgagee under a Facility Mortgage, and (iii) third, to Landlord and Tenant on a prorata basis proportionate to the insured losses suffered by Landlord and Tenant (excluding Concession Improvements) and covered by the applicable insurance policy. Insured losses payable with respect to Concession Improvements shall not be subject to any of the terms of the preceding sentence.

12.3.3 Definition of Substantially All of the Improvements. For the purposes of this Section 12.3, "Substantially All of the Improvements" shall be deemed to be damaged or destroyed if such Casualty causes an Untenantable Condition to exist, or be reasonably expected to exist, for longer than the then remaining Lease Term.

Section 12.4 Survival. The provisions contained in this Article 12 shall survive expiration or earlier termination of this Stadium Lease, but only insofar as such provisions relate to any Casualty that occurred prior to the expiration or earlier termination of this Stadium Lease.

ARTICLE 13

CONDEMNATION

Section 13.1 Condemnation of Substantially All of the Improvements.

13.1.1 Termination Rights. If, at any time during the Lease Term, title to the whole or Substantially All of the Improvements shall be taken in any Condemnation Action (or conveyed in lieu of any such Condemnation Action), other than for a temporary use or occupancy that is for one (1) year or less in the aggregate, this Stadium Lease and all other Project Documents shall terminate and expire on the date of such taking (or conveyance) and all the Rentals shall be paid to the date of such taking (or conveyance).

13.1.2 Condemnation Awards. All Condemnation Awards payable to Landlord or Tenant as a result of or in connection with any taking of the whole or Substantially All of the Improvements shall be paid and distributed in accordance with the Condemnation Award.

13.1.3 Definitions of Substantially All of the Improvements. For purposes of this Article 13, "Substantially All of the Improvements" shall be deemed to have been taken if, by reason of the taking of title to or possession of the Leased Premises or any portion thereof by Condemnation Actions an Untenantable Condition exists, or is reasonably expected to exist, for longer than one (1) year.

Section 13.2 Condemnation of Part. In the event of a Condemnation Action affecting less than the whole or Substantially All of the Improvements or involving the Concession Improvements, the Lease Term shall not be reduced or affected in any way, and the following provisions shall apply:

13.2.1 Application Condemnation Awards. The Condemnation Award payable to Landlord (including all compensation for the damages, if any, to the parts of the Leased Premises not so taken, that is, damages to the remainder, but excluding the value of Tenant's separate Property taken or damaged and any damage to, or relocation costs, of Tenant's business) ("Landlord's Condemnation Award") shall be paid to Landlord and applied by Landlord in the following order of priority: (a) payment of all Condemnation Expenses as provided in Section 13.2.2 and (b) paying any remainder to Landlord. Any portion of the Condemnation Award payable to Tenant (including amounts Tenant is entitled to receive pursuant to Section 13.4 for the value of Tenant's separate Property taken or damaged or for any damage to, or relocation costs of, Tenant's business) shall be paid to Tenant and applied by Tenant in the following order of priority; (i) payment of all

Condemnation Expenses in excess of Landlord's Condemnation Award and (b) paying any remainder to Tenant.

13.2.2 Restoration of the Leased Premises. Following a condemnation of less than the whole or Substantially All of the Improvements during the Lease Term or involving the Concession Improvements, Tenant shall, with reasonable diligence (subject to Excusable Tenant Delay), commence and thereafter proceed to repair, alter and restore the remaining part of the Leased Premises and Concession Improvements to substantially their former condition to the extent that the same may be feasible and necessary so as to constitute a complete baseball complex usable for its intended purposes to the extent practicable and permitted by applicable Governmental Rules. Such repairs, alterations or restoration, including temporary repairs for the protection of Persons or Property pending the completion of any part thereof, are sometimes referred to in this Article 13 as the "Condemnation Repair Work". The term "Condemnation Repair Work" shall not include any obligation on the part of Tenant to acquire any additional property to replace any parking areas or parking improvements lost or taken in any Condemnation Action. Landlord shall be obligated to make payment, disbursement, reimbursement or contribution toward the costs of Condemnation Repair Work ("Condemnation Expenses") in an amount up to Landlord's Condemnation Award. Landlord shall make such payments or disbursements for Condemnation Expenses upon the request from Tenant when accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by a Responsible Officer of Tenant, and, to the extent an architect, engineer or construction manager is reasonably required to be retained with respect to the nature of the Condemnation Repair Work being performed, by a qualified architect, engineer or construction manager in charge of the Condemnation Repair Work selected by Tenant, setting forth the following:

(a) That the sum then requested either has been paid by Tenant or is due to contractors, subcontractors, materialmen, architects, engineers or other Persons who have rendered services or furnished materials in connection with the Condemnation Repair Work, giving a reasonably detailed description of the services and materials and the several amounts so paid or due; and

(b) That except for the amount stated in such certificate to be due (and/or except for statutory or contractual retainage not yet due and payable), there is no outstanding indebtedness for such Condemnation Repair Work known to the Persons signing such certificate which is then due to Persons being paid, after due inquiry.

Upon Tenant's compliance with the requirements of this Section 13.2.2, Landlord shall pay or cause to be paid to Tenant or the Persons named in the Tenant's request the respective amounts stated therein to have been paid by Tenant or to be due to such Persons, as the case may be, but in no event

shall the aggregate amount paid or payable by Landlord under this Article 13 exceed the amount of Landlord's Condemnation Award. Amounts paid to Tenant by Landlord under this Section 13.2.2 shall be held by Tenant in trust for the purpose of paying Condemnation Expenses and shall be applied by Tenant to any such Condemnation Expenses or otherwise in accordance with the terms of this Section 13.2.2. To the extent any Condemnation Repair Work is not performed by Tenant's employees, such Condemnation Repair Work must be performed on an arms length, bona fide basis by persons who are not Affiliates of Tenant and on commercially reasonable terms given the totality of the then existing circumstances. All Condemnation Expenses in excess of Landlord's Condemnation Award shall be paid by Tenant.

Section 13.3 Temporary Taking. If the whole or any part of the Leased Premises or the Leasehold Estate shall be taken in Condemnation Actions for a temporary use or occupancy, the Lease Term shall not be reduced, extended or affected in any way, but the Basic Rentals payable during any such time shall be reduced as provided in this Section 13.3. Except to the extent that Tenant is prevented from doing so pursuant to the terms of the order of the condemning authority and/or because it is not possible as a result of such taking, Tenant shall continue to perform and observe all of the other covenants, agreements, terms and provisions of this Stadium Lease as though such temporary taking had not occurred. In the event of any such temporary taking, Tenant shall be entitled to receive the entire amount of any Condemnation Award made for such taking whether such award is paid by way of damages, rent or otherwise (less any Condemnation Expenses paid by Landlord), provided that if the period of temporary use or occupancy shall extend beyond the Lease Expiration Date or earlier termination of this Stadium Lease, the Tenant, shall be entitled to receive only that portion of any Condemnation Award (whether paid by way of damages, rent or otherwise), allocable to the period of time from the date of such condemnation to the Lease Expiration Date or earlier termination of this Stadium Lease, and Landlord shall be entitled to receive the balance of such Condemnation Award. In the event an Untenantable Condition shall exist due to a temporary taking, the Basic Rental shall be reduced during the period of any such temporary taking by an amount equal to Forty-Two Thousand and No/100 Dollars (\$42,000.00) for each Scheduled Baseball Home Game during the period of any such temporary taking that is not played at the Stadium due to such Untenantable Condition, less the amount of the Condemnation Award received by Tenant pursuant to this Section 13.3.

Section 13.4 Condemnation Proceedings. Notwithstanding any termination of this Stadium Lease, (i) Tenant and Landlord each shall have the right, at its own expense, to appear in any Condemnation Action and to participate in any and all hearings, trials and appeals therein and (ii) subject to the other provisions of this Article 13, Tenant shall have the right in any Condemnation Action to assert a claim for, and receive all Condemnation Awards for, the loss in value of the Leasehold Estate, the value of any Concession Improvements or any of Tenant's separate

Property taken or damaged as result of such Condemnation Action, and any damage to, or relocation costs of, Tenant's business as a result of such Condemnation Action. In the event of the commencement of any Condemnation Action affecting less than the whole or Substantially All of the Improvements, (i) Landlord shall undertake all commercially reasonable efforts to defend against, and maximize the Condemnation Award from, any such Condemnation Action, (ii) Landlord shall not accept or agree to any conveyance in lieu of any condemnation or taking without the prior consent of Tenant, which consent shall not be unreasonably withheld, delayed or conditioned and (iii) Landlord and Tenant shall cooperate with each other in any such Condemnation Action and provide each other with such information and assistance as each shall reasonably request in connection with such Condemnation Action.

Section 13.5 Notice of Condemnation. In the event Landlord or Tenant shall receive notice of any proposed or pending Condemnation Action affecting the Leased Premises, the Party receiving such notice shall promptly notify the other Party hereto.

Section 13.6 Condemnation by the Landlord. The provisions of this Article 13 for the allocation of any Condemnation Awards are not intended to be, and shall not be construed or interpreted as, any limitation on or liquidation of any claims or damages (as to either amount or type of damages) of Tenant against the Landlord in the event of a condemnation by the Landlord of any portion or all of the Leasehold Estate.

Section 13.7 Survival. The provisions contained in this Article 13 shall survive the expiration or earlier termination of this Stadium Lease, but only insofar as such provisions relate to any Condemnation Actions or Condemnation Awards that arose prior to the expiration or earlier termination of this Stadium Lease.

ARTICLE 14

ASSIGNMENT; SUBLETTING

Section 14.1 Assignments of Tenant's Interest; Subleasing. Except as otherwise permitted by this Article 14, Tenant may not (and Tenant agrees that it will not), voluntarily, involuntarily, by operation of law or otherwise (including by way of merger or consolidation), sell, assign, transfer, sublease, pledge, mortgage or encumber this Stadium Lease or the Leasehold Estate (each, a "Transfer"), without first obtaining the consent of Landlord pursuant to this Article 14, which consent shall not be unreasonably withheld, delayed or conditioned. For purposes of this Stadium Lease, the term "Transfer" shall also include any issuance or transfer of any securities or interests having ordinary voting power for the election of directors (or other comparable controlling

body) of Tenant or any transfer of an equity or beneficial interest in Tenant that results in either (x) a change of the Controlling Person, if any, of Tenant, or (y) the creation of a Controlling Person of Tenant, where none existed before. Landlord and Tenant agree that notwithstanding the foregoing, the term "Transfer" shall not include, and Landlord's consent shall not be required for, any grant of a mortgage, pledge, assignment and/or other security interest or Lien in or on any of Tenant's trade fixtures, equipment, personal property or general intangibles that are not part of the Leased Premises, but excluding any Lien on the Franchise.

Section 14.2 Permitted Transfers. Although the following shall constitute a Transfer under this Stadium Lease (each, a "Permitted Transfer"), Landlord's consent to such Permitted Transfer shall be deemed to have been obtained provided no uncured Tenant Default or Potential Tenant Default for which Landlord has delivered notice to Tenant 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 Tenant's successor by assignment under this Stadium Lease (the "Tenant Transferee"), (ii) an assignment or transfer of Tenant's rights under the License Agreement and the Project Agreement to the Tenant Transferee, and (iii) the full and unqualified assumption (by operation of law or otherwise) by the Tenant Transferee of responsibility for performance of all of the obligations of Tenant under the Principal Project Documents arising on and after the date of the Transfer;

(b) Any Space Lease, provided such Space Lease is subject and subordinate to this Stadium Lease;

(c) Any assignment, transfer, mortgage, pledge or encumbrance of any of the Tenant's receivables, accounts or revenue streams from the Leased Premises or from any Seat Rights, provided the same is subject and subordinate to this Stadium Lease;

(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 Tenant that results in there being no Controlling Person of Tenant;

(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 Tenant that results in either a change of the Controlling Person of Tenant or the creation of a Controlling Person of Tenant, 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 Tenant 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 14.3 Release of Tenant. No Transfer shall relieve Tenant from any of its obligations under this Stadium Lease except that Tenant shall be relieved from any obligations arising under this Stadium Lease after the date of a Permitted Transfer if, and only if, all of the following occur:

- (a) Tenant has notified Landlord of the name and address of the Tenant Transferee and the Controlling Person, if any, of such Tenant Transferee by the time of the Permitted Transfer;
- (b) The Tenant Transferee must also be the successor by assignment of Tenant's rights under the Franchise and the Principal Project Documents;
- (c) Such Transfer is a Permitted Transfer described in Subparagraph (a) of Section 14.2;
- (d) The Tenant Transferee shall have assumed responsibility for performance of all of the obligations of Tenant 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 hereto as Exhibit D or if not substantially in such form, then in a form approved by the Landlord, which approval shall not be unreasonably withheld, delayed or conditioned and shall be limited to the question of whether such instrument, when duly executed, will accomplish its intended purposes under this Stadium Lease (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 Tenant Transferee or any Person who is a Controlling Person of the Tenant 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:

(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 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 Tenant 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 Tenant Transferee shall not be greater than 3.25 to 2 (the "Financial Tests"); and

(g) The Tenant 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 Tenant Transferee in the Assignment and Assumption Agreement and (ii) a letter addressed and delivered to Landlord and Tenant (at Tenant's or the Tenant Transferee's expense) from a firm of independent certified public accountants of recognized national standing and stating that, based upon an audit of the Tenant 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 transferring Tenant or the Tenant Transferee delivers to Landlord the accountant's letter described in Subparagraph (g) above, Landlord delivers to transferring Tenant and the Tenant Transferee a request that Landlord be provided an opportunity to inspect and review the work papers used by such accounting firm in the preparation of such letter, the transferring Tenant and the Tenant 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 Landlord who is reasonably acceptable to the transferring Tenant. Such inspection and review by the individual designated by Landlord shall take place during the thirty (30) day period following the later of the delivery of such request by Landlord or the approval by the transferring Tenant of the individual designated by Landlord and shall be at a reasonable location designated by such accounting firm. Landlord and the individual so designated by Landlord 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 Tenant, the Tenant Transferee or such accounting firm shall reasonably request consistent with the foregoing.

Section 14.4 Space Leases. Nothing contained in this Stadium Lease shall prevent or restrict Tenant from subletting portions of the Leased Premises to Space Tenants under Space Leases, in accordance with the terms of this Stadium Lease, provided that each such Space Lease shall be subject and subordinate to this Stadium Lease and to the rights of Landlord hereunder and shall expressly so state. Notwithstanding any such subletting, Tenant shall at all times remain liable for the performance of all of the covenants and agreements under this Stadium Lease on Tenant's part to be so performed.

Section 14.5 Transfers by Landlord. Except with respect to Facility Mortgages permitted pursuant to the terms of Article 15, Landlord shall not (and Landlord agrees that it will not) voluntarily, involuntarily, by operation of law or otherwise, sell, assign or otherwise transfer this Stadium Lease or any of its rights, obligations or duties under this Stadium Lease (a "Landlord Transfer"), without first obtaining the consent of Tenant pursuant to this Article 14, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that Tenant's consent shall not be required in the event prior to, or simultaneously with, any such Landlord Transfer, (i) Landlord notifies Tenant of the name and address of the Person who will succeed to the rights and obligations of Landlord under this Stadium Lease (a "Landlord Transferee"), (ii) the Landlord Transferee shall have (x) received, and acknowledged receipt of, the collected balance of the ARR Fund and Insurance Fund, if any, established a new ARR Account and Insurance Account in its name, and deposited such amounts into escrow in such new ARR Account and Insurance Account, as appropriate, for the benefit of Tenant and to be held and distributed in accordance with this Stadium Lease as part of the ARR Fund and Insurance Fund, as appropriate, and (y) assumed

all of the obligations of the Landlord under this Stadium Lease arising on and after such Landlord Transfer and agreed to be bound by all of the terms, conditions and provisions of this Stadium Lease, all pursuant to an instrument in form and substance approved by Tenant, 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 Stadium Lease, and (iii) with respect to any Landlord Transfer that occurs prior to the Substantial Completion Date, the Landlord shall have provided the Tenant with evidence, reasonably acceptable to the Tenant, that the Landlord Transferee has the financial wherewithal to perform all of the Landlord's obligations under this Stadium Lease and the other Project Documents and that such Landlord Transfer complies with all applicable Governmental Rules.

Section 14.6 Release of Landlord. No Landlord Transfer shall relieve Landlord from any of its obligations under this Stadium Lease except that Landlord shall be relieved from any obligations arising under this Stadium Lease on and after the date of a Landlord Transfer if, and only if (i) Tenant consents to such Landlord Transfer or (ii) Tenant's consent to such Landlord Transfer is not required pursuant to Section 14.5. Notwithstanding the foregoing, no Landlord Transfer shall relieve the Sports Authority from any obligations under Section 7.3 or 8.2 of this Stadium Lease and the agreements and obligations of the Sports Authority under Section 7.3 and 8.2 shall survive, and remain binding upon the Sports Authority after, any assignment of this Stadium Lease and shall constitute obligations of Landlord for purposes of Article 16 of this Stadium Lease.

Section 14.7 Estoppel Certificate. In connection with any Permitted Transfer, permitted Landlord Transfer or financing by Tenant or Landlord, Tenant and Landlord agree to execute and deliver to each other an estoppel certificate intended to be relied upon by Tenant, Landlord and any transferee or assignee pursuant to a Permitted Transfer or a permitted Landlord Transfer, as the case may be, or any third party lender stating:

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

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

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

Section 14.8 Landlord's Space Lease. In consideration of Landlord not retaining any office space in the Union Station Building and in consideration of Landlord being the owner of the Leased Premises, Tenant and Landlord shall enter into a Space Lease prior to the Commencement Date pursuant to which Tenant grants Landlord a license during the Lease Term to use the suite in the Stadium that is designated in the Project Plans as the Landlord's suite and generally described as such in the Project Agreement, as constructed on the Commencement Date (the "Landlord's Premises"). The Landlord's Premises shall not include any corridors, stage or common or public areas. Such Space Lease shall be on the same terms and conditions as Tenant licenses other suites in the Stadium to third parties, including equivalent parking rights and equivalent obligations with respect to concessions, except that (i) Landlord shall not be obligated to pay rental or other expenses in connection with its use of the Landlord's Premises, other than its share of concession service charges, operating expenses, utilities and maintenance and repair costs consistent with charges imposed upon other suite holders for similar services, costs and expenses, (ii) Landlord shall receive thirty-six (36) admission tickets and/or other applicable admission credentials (without charge) for all of the Team's Baseball Home Games and other public events in the Stadium for which tickets are sold or otherwise distributed to the public, but excluding any post-season play, which post-season play shall be governed by the provision set forth below, and (iii) Landlord shall be allowed access to the Landlord's Premises during normal business hours when events are not being held in the Stadium, but subject to (x) payment of such reasonable additional operating expenses as Tenant may actually incur as a result of the same and (y) such reasonable rules and regulations as the Tenant may from time to time impose. With respect to any of the Team's Baseball Home Games for post-season play, Tenant shall use its reasonable good faith efforts to arrange for Tenant to receive thirty-six (36) admission tickets or other admission credentials to such games without charge. Such good faith efforts shall not include the purchase by Tenant of admission tickets or other admission credentials from Major League Baseball. In the event Tenant is required to purchase admission tickets or other admission credentials to the Team's Baseball Home Games for post-season play from Major League Baseball, Tenant shall make thirty-six (36) admission tickets to such post-season games available to Landlord for purchase by Landlord at cost on terms consistent with Major League Baseball Rules and Regulations and the sale of post-season tickets to other suite holders. Such Space Lease of the Landlord's Premises shall otherwise include the normal privileges which licensees of other suites in the Stadium receive upon the payment of rent.

ARTICLE 15

FACILITY MORTGAGES

Section 15.1 Facility Mortgages. Landlord may grant Liens against or with respect to its interest in the Leased Premises 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 Landlord covering Landlord's interest in the Leased Premises shall be expressly subject and subordinate in any and all respects to this Stadium Lease, all of the obligations of Landlord hereunder, and all of the rights, titles, interests and estates of Tenant (and those claiming by, through and under Tenant, including Space Tenants) created or arising under this Stadium Lease and (ii) any judicial or non-judicial foreclosure sales under any such Liens and any conveyances in lieu of foreclosure under any such Liens shall constitute a Landlord Transfer that is subject to the terms and conditions of Section 14.5. Notwithstanding the foregoing, Landlord covenants and agrees that contemporaneously with granting any Liens against or with respect to its interest in the Leased Premises to secure a Project Financing, Landlord will cause any Facility Mortgagee to enter in to a recordable non-disturbance agreement in form and substance reasonable acceptable to Tenant containing non-disturbance provision reasonably acceptable to Tenant protecting the Tenant's rights under this Stadium Lease and the other Project Documents (a "Facility Mortgage Non-Disturbance Agreement"). Any such Facility Mortgage Non-Disturbance Agreement shall include, but need not be limited to, an agreement by the Facility Mortgagee that (i) the rights of the Tenant under this Stadium Lease, and all terms and conditions of this Stadium Lease, shall not be affected or disturbed by the Facility Mortgagee in the exercise of any of its rights under the Facility Mortgage, (ii) if any judicial or non-judicial foreclosure sale occurs under the Facility Mortgage or any conveyance in lieu of foreclosure occurs under the Facility Mortgage, this Stadium Lease shall continue in effect and shall not be terminated and the purchaser of the Leased Premises shall become bound to the Tenant to perform all of the Landlord's obligations under this Stadium Lease, and (iii) any judicial or non-judicial foreclosure sales under any such Facility Mortgage and any conveyances in lieu of foreclosure under any such Facility Mortgage shall constitute a Landlord Transfer that is subject to the terms and conditions of Section 14.5.

Section 15.2 Pledge of Rentals. Notwithstanding anything to the contrary in Section 15.1, Landlord may pledge the Basic Rentals payable pursuant to the Stadium Lease to the payment of one or more obligations of Landlord, including the Public Debt, provided that no such pledge may create a Lien covering Landlord's interest in the Leased Premises other than as authorized pursuant to Section 15.1.

ARTICLE 16

DEFAULTS AND REMEDIES

Section 16.1 Events of Default.

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

(a) The failure of Tenant to pay any of the Basic Rentals or Tenant's Semi-Annual ARR Fund Deposit when due and payable under this Stadium Lease if such failure continues for more than ten (10) days after Landlord gives notice to Tenant that such amount was not paid when due, but Tenant shall not be permitted to receive more than two (2) such notices per Lease Year under this subparagraph;

(b) The failure of Tenant to pay any of the Additional Rentals (other than Tenant's Semi-Annual ARR Fund Deposit) when due and payable under this Stadium Lease if such failure continues for more than twenty (20) days after Landlord gives notice to Tenant that such amount was not paid when due;

(c) The failure of Tenant to perform an Insurance Covenant if such failure is not remedied within five (5) days after Landlord gives notice to Tenant of such failure;

(d) Any material representation or warranty confirmed or made in this Stadium Lease by Tenant shall be found to have been incorrect in any material respect when made or deemed to have been made;

(e) If any "Houston McLane Default" 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;

(f) 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;

(g) If any "Licensee Default" (as such term is defined and used in the License Agreement) shall have occurred under the License Agreement and remain uncured

after the lapse of the applicable notice and cure period, if any, provided for under the terms of the License Agreement;

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

(i) The (i) filing by Tenant of a voluntary petition in bankruptcy; or (ii) adjudication of Tenant 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 Tenant under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally, unless within sixty (60) days after such filing such proceeding is discharged; or (iv) appointment of a receiver, trustee or other similar official of Tenant or its Property.

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

(a) The failure of Landlord to pay any of its monetary obligations under Section 6.10 or Article 8 of this Stadium Lease when due and payable if such failure continues for fifteen (15) Business Days after Tenant gives notice to Landlord that such amount was not paid when due;

(b) The misapplication by Landlord of any material amount of monies deposited into the ARR Fund or Insurance Fund if such misapplication continues for, or is not cured

within, fifteen (15) Business Days after Tenant gives notice to Landlord that such misapplication occurred;

(c) Any material representation or warranty confirmed or made in this Stadium Lease by Landlord shall be found to have been incorrect in any material respect when made or deemed to have been made;

(d) Any Non-Appropriation shall occur pursuant to Section 20.6.3;

(e) 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;

(f) 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;

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

(h) The failure of Landlord to keep, observe or perform any of the terms, covenants or agreements contained in this Stadium Lease on the Landlord's part to be kept, performed or observed (other than those referred to in clauses (a), (b), (c), (d), (e), (f) or (g) above) if: (i) such failure is not remedied by Landlord within thirty (30) days after notice from Tenant 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, Landlord fails to commence to cure such default within thirty (30) days after notice from Tenant of such default or Landlord 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 Landlord 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 Tenant

of such default, (notwithstanding Landlord's diligent prosecution of curative efforts), then such failure shall constitute an Event of Default under this Stadium Lease.

Section 16.2 Landlord's Remedies. Upon the occurrence of any Tenant Default, Landlord may, in its sole discretion, pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided in this Stadium Lease:

(a) Landlord may terminate this Stadium Lease pursuant to Section 16.4. and upon such termination Landlord may forthwith reenter and repossess the Leased Premises by entry, forcible entry or detainer suit or otherwise, without demand or notice of any kind and be entitled to recover, as damages under this Stadium Lease, a sum of money equal to the total of (i) the cost of recovering the Leased Premises, (ii) the cost of removing and storing Tenant's or any other occupant's property, (iii) the unpaid Rentals and any other sums accrued hereunder at the date of termination, (iv) a sum equal to the amount, if any, by which the present value of the total Rentals which would have accrued to Landlord under this Stadium Lease for the remainder of the Lease Term, if the terms of this Stadium Lease had been fully complied with by Tenant, exceeds the present value of the total fair market rental value of the Leased Premises for the balance of the Lease Term, (v) any increase in insurance premiums caused by the vacancy of the Leased Premises, and (vi) any other sum of money or damages owed by Tenant to Landlord. In the event Landlord shall elect to terminate this Stadium Lease, Landlord shall at once have all the rights of reentry upon the Leased Premises, without becoming liable for damages or guilty of trespass.

(b) Landlord may terminate Tenant's right of occupancy of all or any part of the Leased Premises and reenter and repossess the Leased Premises by entry, forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating this Stadium Lease, without acceptance of surrender of possession of the Leased Premises, and without becoming liable for damages or guilty of trespass, in which event Landlord may, but shall be under no obligation to, relet the Leased Premises or any part thereof for the account of Tenant for a period equal to or lesser or greater than the remainder of the Lease Term on whatever terms and conditions Landlord, in Landlord's sole discretion, deems advisable. Tenant shall be liable for and shall pay to Landlord all Rentals payable by Tenant under this Stadium Lease plus an amount equal to (i) the cost of recovering possession of the Leased Premises, (ii) the cost of removing and storing any of Tenant's or any other occupant's property left on the Leased Premises after reentry, (iii) the cost of any increase in insurance premiums caused by the termination of possession of the Leased Premises, and (iv) any other sum of money or damages owed by Tenant to Landlord at law, in equity or hereunder, all reduced by any sums received by Landlord through any reletting

of the Leased Premises; provided, however, that in no event shall Tenant be entitled to any excess of any sums obtained by reletting over and above Rentals provided in this Stadium Lease to be paid by Tenant to Landlord. For the purpose of such reletting Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary. Landlord may file suit to recover any sums falling due under the terms of this Section 16.2(b) from time to time. No reletting shall be construed as an election on the part of Landlord to terminate this Stadium Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Stadium Lease for such Tenant Default and exercise its rights under Section 16.2(a) of this Stadium Lease.

(c) Landlord may enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms on this Stadium Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Stadium Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action. No action taken by Landlord under this Section 16.2(c) shall relieve Tenant from any of its obligations under this Stadium Lease or from any consequences or liabilities arising from the failure to perform such obligations.

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

Section 16.3 Tenant's Remedies. Upon the occurrence of any Landlord Default, Tenant may, at its sole discretion, have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided in this Stadium Lease:

(a) Tenant may terminate this Stadium Lease pursuant to Section 16.4; and

(b) Tenant may exercise any and all other remedies available to Tenant at law or in equity, but subject to any limitations thereon set forth in this Stadium Lease.

Section 16.4 Termination. Upon the occurrence of a Tenant Default as described in Section 16.1.1 or a Landlord Default as described in Section 16.1.2, 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 Stadium Lease after the expiration of a period of thirty (30) days from the date such Final Notice is delivered unless the

Event of Default is cured, and upon expiration of such thirty (30) day period, if the Event of Default is not cured, this Stadium Lease shall terminate without liability to the non-defaulting Party. If, however, within such thirty (30) day period the defaulting Party cures such Event of Default, then this Stadium Lease shall not terminate by reason of such Final Notice. Notwithstanding the foregoing, in the event there is an Action or Proceeding pending or commenced between the Parties with respect to the particular Event of Default covered by such Final Notice, the foregoing thirty (30) day period shall be tolled until a final non-appealable judgement or award, as the case may be, is entered with respect to such Action or Proceeding. Additionally, in the event the Substantial Completion Date does not occur on or before the deadline specified in the Project Agreement, Tenant shall have the option to terminate this Stadium Lease in accordance with the Project Agreement. Additional termination rights are set forth in Sections 12.3 and 13.1.1 of this Stadium Lease.

Section 16.5 Cumulative Remedies. Subject to the provisions of this Article 16, each right or remedy of Landlord and Tenant provided for in this Stadium Lease shall be cumulative of and shall be in addition to every other right or remedy of Landlord or Tenant provided for in this Stadium Lease, and the exercise or the beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Stadium Lease shall not preclude the simultaneous or later exercise by Landlord or Tenant of any or all other rights or remedies provided for in this Stadium Lease or hereafter existing at law or in equity, by statute or otherwise.

Section 16.6 No Indirect Damages. IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE UNDER ANY PROVISION OF THIS STADIUM LEASE 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 LANDLORD OR TENANT OR ANY OF THEIR AFFILIATES OR RELATED PARTIES. WITHOUT LIMITING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS OF LANDLORD OR TENANT ARISING OUT OF THIRD PARTY CLAIMS AGAINST LANDLORD OR TENANT FOR ANY OF THE FOREGOING.

Section 16.7 Declaratory or Injunctive Relief. In addition to the remedies set forth in this Article 16, 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 Stadium Lease.

Section 16.8 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 Stadium Lease shall not excuse or cure any default hereunder. All payments shall first be applied to the payment of accrued but unpaid interest. The amount of any judgment or arbitration award obtained by one Party against the other Party in any Action or Proceeding arising out of a default by such other Party under this Stadium Lease shall bear interest thereafter until paid at the Default Rate.

Section 16.9 No Waivers.

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

16.9.2 No Accord and Satisfaction. Without limiting the generality of Section 16.9.1, the receipt by Landlord of the Rentals with knowledge of a breach by Tenant of any covenant, obligation or agreement under this Stadium Lease shall not be deemed or construed to be a waiver of such breach (other than as to the Rentals received). The payment by Tenant of the Rentals with knowledge of a breach by Landlord of any covenant, obligation or agreement under this Stadium Lease shall not be deemed or construed to be a waiver of such breach. No acceptance by Landlord or Tenant of a lesser sum than then due shall be deemed to be other than on account of the earliest installment of the amounts due under this Stadium Lease, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. Landlord and Tenant may accept a check, wire transfer or other payment without prejudice to its right to recover the balance of such installment or pursue any other remedy provided in this Stadium Lease.

16.9.3 No Waiver of Termination Notice. Without limiting the effect of Section 16.9.1, the receipt by Landlord of any Rentals paid by Tenant after the termination in any

manner of the Lease Term, or after the giving by Landlord of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this Stadium Lease, reinstate, continue or extend the Lease Term, or destroy, or in any manner impair the efficacy of, any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such Rentals or other consideration, unless so agreed to in writing and executed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or by its agents or employees during the Lease Term shall be deemed to be an acceptance of a surrender of the Leased Premises, excepting only an agreement in writing executed by Landlord accepting or agreeing to accept such a surrender.

Section 16.10 Effect of Termination. If Landlord or Tenant elects to terminate this Stadium Lease pursuant to Sections 12.3, 13.1.1 or 16.4 of this Stadium Lease, this Stadium Lease shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance hereunder by the Parties (except for the rights and obligations herein that expressly are to survive termination hereof). Termination of this Stadium Lease shall not alter the then existing claims, if any, of either Party for breaches of this Stadium Lease occurring prior to such termination and the obligations of the Parties hereto with respect thereto shall survive termination.

Section 16.11 Waiver of Duty to Relet or Mitigate. Notwithstanding any Governmental Rule or anything contained herein to the contrary, to the full extent permitted under applicable law, Tenant and Landlord agree that Landlord shall have no duty to relet the Leased Premises or otherwise to mitigate damages under this Stadium Lease, and Tenant hereby waives and releases Landlord from any and all duty to relet the Leased Premises or otherwise to mitigate damages. Tenant agrees that Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished, because of Landlord's failure to relet the Leased Premises or to collect rent due with respect to such reletting. Furthermore, Tenant hereby waives any and all rights to plead such failure of Landlord to mitigate damages as an affirmative defense in any actions or proceedings based on any Tenant Default under this Stadium Lease. In the event, and only in the event, that (despite such waiver and contrary to the intent of the Parties) applicable Governmental Rule requires Landlord to attempt to mitigate damages, Landlord and Tenant agree that (i) if Landlord exercises any right under Section 16.2(b) to terminate Tenant's right of occupancy of the Leased Premises and reenter and repossess the Leased Premises, Tenant will not be deemed to have abandoned the Leased Premises for purposes of Section 91.006 of the Texas Property Code and (ii) any such duty to mitigate shall be satisfied and Landlord shall be deemed to have used objectively reasonable efforts to relet the Leased Premises by doing the following: (a) posting a "For Lease" sign on the Leased Premises; (b) advising Landlord's leasing agent, if any, of the availability of the Leased Premises; and (c) advising at least one outside commercial brokerage entity of the availability of the Leased Premises. If Landlord receives any payments from the reletting of the Leased Premises and is

required to mitigate damages, any such payment shall first be applied to any costs or expenses incurred by Landlord as a result of Tenant's Default under this Stadium Lease.

Section 16.12 Waiver of Liens. Except with respect to the Lien granted to Landlord on the ARR Fund under Section 7.6, Landlord does hereby waive, release and discharge all Liens and rights (constitutional, statutory, consequential or otherwise) that Landlord may now or hereafter have on any Property of Tenant of any kind, and all additions, accessions and substitutions thereto (except for judgment liens which may hereafter arise in favor of Landlord). This Section 16.12 shall be self-operative and no further instrument or waiver need be required by any lien holder on such Property. In confirmation of such waiver, however, Landlord shall, at Tenant's request, execute promptly any appropriate certificate or instrument that Tenant may reasonably request. Tenant does hereby waive, release and discharge all Liens that Tenant may have under Section 91.004 of the Texas Property Code, as amended.

Section 16.13 Waiver of Consumer Rights. LANDLORD AND TENANT 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 LANDLORD OR TENANT 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, LANDLORD AND TENANT HEREBY WAIVE THEIR RIGHTS UNDER THE DTPA, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH ATTORNEYS OF THEIR OWN SELECTION, LANDLORD AND TENANT CONSENT TO THIS WAIVER. THE PARTIES AGREE THAT THIS SECTION 16.13 CONSTITUTES A CONSPICUOUS LEGEND.

Section 16.14 Court Proceedings. Any suit, action or proceeding against any Party arising out of or relating to this Stadium Lease or any transaction contemplated hereby or any judgment entered by any court in respect thereof may be brought in any federal or state court located in the City of Houston, Texas, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. To the extent that service of process by mail is permitted by applicable law, each Party irrevocably consents to the service of process in any such suit, action or proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notice provided for 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 Stadium Lease or any transaction contemplated hereby except in a federal or state court located in the City of Houston, Texas.

Section 16.15 Attorneys' Fees. If any Party places the enforcement of this Stadium Lease, 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 proceeding to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of this Stadium Lease or the merger of this Stadium Lease into any judgment on such instrument.

ARTICLE 17

SURRENDER OF POSSESSION; HOLDING OVER

Section 17.1 Surrender of Possession. Tenant shall, on or before the Lease Expiration Date, or upon the earlier termination of this Stadium Lease, peaceably and quietly leave, surrender and yield up to Landlord in the condition provided for in Article 6 (i) the Leased Premises, free of subtenancies and in a reasonably clean condition and free of debris, (ii) the FF&E installed, affixed, attached or supplied by Landlord pursuant to the Project Agreement or any FF&E paid for by Landlord or paid for out of the ARR Fund or the Insurance Fund and all replacements of and substitutions therefor, (iii) all remaining spare parts on hand for the Leased Premises, (iv) all manuals, drawings, plans and tools for the Leased Premises, (v) all keys for the Leased Premises, and (vi) any other property that is used by Tenant for the use, occupancy or maintenance of the Leased Premises, but excluding such items of property as Tenant is entitled to remove pursuant to Section 17.2.1. Upon such expiration or termination of this Stadium Lease, Tenant shall assign to Landlord all of its right, title and interest in and to any Maintenance and Warranty Contracts, Service Contracts, and Equipment Leases, subject to Tenant's rights with respect to any claims pending thereunder.

Section 17.2 Removal of Personalty.

17.2.1 Tenant's Obligation to Remove. All trade fixtures, appliances, furniture, equipment (including kitchen, concession, exercise and field maintenance equipment), furnishings,

and other personal Property that is not part of the Leased Premises (as provided in Section 10.1.1) shall be removed by Tenant within thirty (30) days after the Lease Expiration Date or earlier termination of this Stadium Lease, provided that Tenant shall promptly repair any damage to the Leased Premises caused by such removal.

17.2.2 Landlord's Right to Remove. Any trade fixtures, furniture, equipment or other personal property of Tenant which remains in the Leased Premises thirty (30) days after the Lease Expiration Date or earlier termination of this Stadium Lease may, at the option of Landlord, be deemed to have been abandoned by Tenant and either may be retained by Landlord as its Property or be disposed of, without accountability, in such manner as Landlord may determine necessary, desirable or appropriate, and Tenant, upon demand, shall pay the cost of such disposal, together with interest thereon at the Default Rate from the date such costs were incurred until reimbursed by Tenant, together with reasonable attorneys' fees, charges and costs.

Section 17.3 Holding Over. In the case of any holding over or possession by Tenant after the Lease Expiration Date or earlier termination of this Stadium Lease without the consent of Landlord, Tenant shall pay Landlord rent at one hundred fifty percent (150%) of the Rentals. Further, in the event Tenant shall hold over beyond any date for surrender of the Leased Premises set forth in Landlord's written demand for possession thereof, Tenant shall reimburse Landlord for all actual expenses and losses incurred by Landlord by reason of Landlord's inability to deliver possession of the Leased Premises to a successor tenant, together with interest on such expenses at the Default Rate from the date such expenses are incurred until reimbursed by Tenant, together with Landlord's reasonable attorneys' fees, charges and costs. The acceptance of Rentals under this Section 17.3 by Landlord shall not constitute an extension of the term of this Stadium Lease or afford Tenant any right to possession of the Leased Premises beyond any date through which such Rentals have been paid by Tenant and accepted by Landlord. Such Rentals shall be due to Landlord for the period of such holding over, whether or not Landlord is seeking to evict Tenant; and, unless Landlord otherwise then agrees in writing, such holding over shall be, and shall be deemed and construed to be, without the consent of Landlord, whether or not Landlord has accepted any sum due pursuant to this Section 17.3.

Section 17.4 Survival. The provisions contained in this Article 17 shall survive the expiration or earlier termination of this Stadium Lease.

ARTICLE 18

DISPUTE RESOLUTION

Section 18.1 Settlement By Mutual Agreement. In the event any dispute, controversy or claim between or among the Parties arises under this Stadium Lease or is connected with or related in any way to this Stadium Lease or any right, duty or obligation arising herefrom or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Stadium Lease, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this Section 18.1. 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 18.1. Within fifteen (15) days after delivery of any such notice by one Party to the other regarding a Dispute or Controversy, the Landlord Representative and Tenant Representative shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the Landlord Representative and Tenant Representative for such purpose or should no such meeting take place within such fifteen (15) day period, then either Party may by notice to the other Party submit the Dispute or Controversy to arbitration in accordance with the provisions of Section 18.2 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 18 and Appendix C without regard to the justiciable character or executory nature of such Dispute or Controversy.

Section 18.2 Arbitration. Each Party hereby agrees that any Dispute or Controversy which is not resolved pursuant to the provisions of Section 18.1 may be submitted to binding arbitration hereunder and if submitted shall be resolved exclusively and finally through such binding arbitration. This Article 18 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 18.3 Emergency Relief. Notwithstanding any provision of this Stadium Lease to the contrary, any Party may seek injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction in Harris County, Texas. In the event that a Dispute or Controversy requires emergency relief before the matter may be resolved under the Arbitration Procedures, notwithstanding the fact that any court of competent jurisdiction may enter an order providing for injunctive or other form of ancillary relief, the Parties expressly agree that the

Arbitration Procedures will still govern the ultimate resolution of that portion of the Dispute or Controversy not resolved pursuant to said court order.

ARTICLE 19

TIME, DELAY, APPROVALS AND CONSENTS

Section 19.1 Time. Times set forth in this Stadium Lease for the performance of obligations shall be strictly construed, time being of the essence of such instrument. All provisions in this Stadium Lease which specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party hereto of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided. However, in the event the date specified or computed under this Stadium Lease for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party, hereto or for the occurrence of any event provided for herein, shall be a Saturday, Sunday or Legal Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or Legal Holiday.

Section 19.2 Delays and Effect of Delays.

19.2.1 Excusable Tenant Delay. Any deadline or obligation imposed on Tenant pursuant to this Stadium Lease shall be adjusted as appropriate to reflect the delay in the achievement thereof by the appropriate Excusable Tenant Delay Period resulting from each occurrence of Excusable Tenant Delay, but only to the extent Tenant complies with its obligations under Section 19.2.3 with respect to such Excusable Tenant Delay.

19.2.2 Excusable Landlord Delay. Any deadline or obligation imposed on Landlord pursuant to this Stadium Lease shall be adjusted as appropriate to reflect the delay in achievement thereof by the appropriate Excusable Landlord Delay Period resulting from each occurrence of Excusable Landlord Delay, but only to the extent Landlord complies with its obligations under Section 19.2.3 with respect to such Excusable Landlord Delay.

19.2.3 Continued Performance/Mitigation/Exceptions. Upon the occurrence of any Tenant Delay or Landlord Delay, the Parties shall endeavor to continue to perform their obligations under this Stadium Lease so far as reasonably practicable. Toward that end, the Parties hereby agree that they shall make all reasonable efforts to prevent and reduce to a minimum and

mitigate the effect of the event or circumstance giving rise to any Tenant Delay or Landlord Delay and they shall use their best efforts to ensure resumption of performance of their obligations under this Stadium Lease after the occurrence of the event or circumstance giving rise to any Excusable Tenant Delay or Excusable Landlord Delay. The Parties shall use and continue to use all commercially reasonable endeavors to prevent, avoid, overcome, and minimize any Tenant Delay or Landlord Delay. Neither Tenant Delay nor Landlord Delay shall excuse, or constitute a basis for, failure or refusal by either Party to pay Rentals or any other amount payable under this Stadium Lease.

Section 19.3 Approvals and Consents; Standards for Review.

19.3.1 Review and Approvals or Consent Rights. The provisions of this Section 19.3 shall be applicable with respect to all instances in which it is provided under this Stadium Lease that Landlord or Tenant exercises Review and Approval or Consent Rights; provided, however, that if the provisions of this Section 19.3 specifying time periods for exercise of Review and Approval or Consent Rights shall conflict with other express provisions of this Stadium Lease providing for time periods for exercise of designated Review and Approval or Consent Rights, then the provisions of such other provisions of this Stadium Lease 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 Stadium Lease specifically provides that the Review and Approval or Consent Rights may be exercised in the sole and absolute discretion (or a similar standard) of the Reviewing Party, in connection with exercising its Review and Approval or Consents rights under any provision of this Stadium Lease and whether or not specifically provided in any such provision, the Reviewing Party covenants and agrees to act in good faith, with due diligence, and in a commercially reasonable manner with regard to each and all of such Review and Approval or Consent Rights and to not unreasonably withhold, condition or delay its approval of or consent to any submission.

19.3.2 No Implied Approval or Consent. Whenever used in this Stadium Lease, "approval", "approve", "approved", "consent" or "consented" shall not include any implied or imputed approval or consent.

ARTICLE 20

MISCELLANEOUS PROVISIONS

Section 20.1 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 Stadium Lease.

Section 20.2 Covenants Running with the Estates in Land. The Parties hereto covenant and agree that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications, and recitals contained in this Stadium Lease, except as otherwise expressly stated herein, shall be construed as covenants running with title to the Leased Premises, and the Leasehold Estate hereunder, respectively, which shall extend to, inure to the benefit of and bind, Landlord and Tenant, and their permitted successors and assigns, to the same extent as if such successors and assigns were named as original parties to this Stadium Lease, such that this Stadium Lease shall always bind the owner and holder of any fee or leasehold interest in or to the Leased Premises, or any portion thereof, and shall bind predecessors thereof except as otherwise expressly provided herein.

Section 20.3 Relationship of the Parties. The relationship of Tenant and Landlord under this Stadium Lease is that of independent parties, each acting in its own best interests, and notwithstanding anything in this Stadium Lease to the contrary, no partnership, joint venture or other business relationship is established or intended hereby between Tenant and Landlord.

Section 20.4 Representations Regarding Individual Capacity.

20.4.1 Power and Authority. Each individual executing and delivering this Stadium Lease 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.

20.4.2 Tenant's Representations. As an inducement to Landlord to enter into this Stadium Lease, Tenant hereby represents and warrants to Landlord, as of the Commencement Date, as follows:

(a) Tenant 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 Stadium Lease and to consummate the transactions herein contemplated.

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

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

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

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

20.4.3 Landlord's Representations. As an inducement to Tenant to enter into this Stadium Lease, Landlord represents and warrants to Tenant, as of the Commencement Date, as follows:

(a) Landlord 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 Stadium Lease and to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by Landlord 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 Landlord is a party or by which Landlord or its assets are bound.

(b) Landlord has caused all governmental proceedings required to be taken by or on behalf of Landlord to authorize Landlord to make and deliver this Stadium Lease and to perform the covenants, obligations and agreements of Landlord hereunder. No consent to the execution or delivery of this Stadium Lease by Landlord or the performance by Landlord 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 Stadium Lease constitutes the valid and legally binding obligation of the Landlord, enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of creditors' rights generally and by general principles of equity whether applied in a proceeding at law or in equity.

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

Section 20.5 Waiver of Immunity. Each of the Parties unconditionally and irrevocably:

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

(b) Agrees that should any Actions or Proceedings be brought against it or its assets in relation to this Stadium Lease 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 20.6 Non-Appropriation.

20.6.1 Current Expenses. The obligations of the Sports Authority for payment and other monetary obligations under this Stadium Lease are each subject to an Appropriation and, accordingly, (a) shall constitute a current expense of the Sports Authority in the Fiscal Year to which an obligation applies and (b) shall not constitute an indebtedness of the Sports Authority within the meaning of any applicable Governmental Rule. Nothing herein shall constitute a pledge by the Sports Authority of any funds, other than funds designated pursuant to lawful Appropriations from time to time to pay any money or satisfy any other monetary obligation under any provision of this Stadium Lease.

20.6.2 Notice of Request for Appropriation. Prior to any meeting of the Board of Directors of the Sport Authority during which the Board of Directors will consider an Appropriation, the Sports Authority shall provide Tenant with a copy of the request for the proposed Appropriation; provided, however, that no provision of this Stadium Lease, including this Section 20.6.2, shall be construed to be an obligation of the Sports Authority to obtain an Appropriation, or to obligate the Sports Authority in any way which would result in the obligations of this Stadium Lease constituting debt on the part of the Sports Authority in violation of any applicable Governmental Rules.

20.6.3 Result of Non-Appropriation. If a Non-Appropriation occurs in response to a request for a proposed Appropriation, the Sports Authority shall provide Tenant with written notice of such Non-Appropriation on or before the twentieth (20th) day after the Non-Appropriation. Any Non-Appropriation shall constitute a Landlord Default under Section 16.1.2(d), and Tenant shall have the rights and remedies afforded to it under Article 16.

Section 20.7 Non-Merger of Estates. The interests of Landlord and Tenant in the Leased Premises shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that this Stadium Lease or the Leasehold Estate created hereby, or any interest therein, may be held directly or indirectly by or for the account of the same Person who shall own the fee title to the Leased Premises or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all Persons at the time having any interest in the Leased Premises, including any Facility Mortgagee, shall join in the execution of a written instrument effecting such merger of estates.

Section 20.8 Notices. Subject to Section 16.14, all notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this Stadium Lease shall be given in writing to such Party at the address set forth in Appendix B to this Stadium Lease or at such other address as such Party shall designate by written notice to the other Party to this Stadium Lease 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 20.9 Severability. If any term or provision of this Stadium Lease, 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 Stadium Lease, 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 Stadium Lease 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 Stadium Lease hereby waive any provision of law that renders any provision thereof prohibited or unenforceable in any respect.

Section 20.10 Entire Agreement, Amendment and Waiver. This Stadium Lease 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 Stadium Lease nor any of the terms hereof, including, without limitation, this Section 20.10, 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 20.11 Incorporation of Appendices and Exhibits. All Appendices and Exhibits attached to this Stadium Lease are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 20.12 Table of Contents; Headings. The table of contents, if any, and headings, if any, of the various articles, sections and other subdivisions of this Stadium Lease are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 20.13 Parties in Interest; Limitation on Rights of Others. The terms of this Stadium Lease shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Stadium Lease, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns and as expressly provided 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 Tenant under this Stadium Lease in the event a Tenant Default occurs and remains uncured.

Section 20.14 Method and Timing of Payment. All amounts required to be paid by any Party to the other Party under this Stadium Lease 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 Stadium Lease 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 Stadium Lease is required to be made on a day other than a Business Day, the date of payment shall be extended to the next Business Day.

Section 20.15 Counterparts. This Stadium Lease 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 Stadium Lease. All signatures need not be on the same counterpart.

Section 20.16 Governing Law. THE STADIUM LEASE, 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 20.17 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Stadium Lease or any of the Project Documents or in the resolution of any ambiguity of any provisions thereof.

Section 20.18 Recording of Memorandum of Lease. The Parties shall execute a Memorandum of Lease in the form attached hereto as Exhibit E and Tenant may file the same in the Real Property Records of Harris County, Texas. Upon the Lease Expiration Date or earlier termination of this Stadium Lease, Tenant shall execute such instruments reasonably requested by Landlord in recordable form which are sufficient to release of record any rights or interests of Tenant in and to the Leasehold Estate.

Section 20.19 Alcoholic Beverage Permits. If at anytime before or during the Lease Term Tenant or any of its Space Tenants, concessionaires or other users of the Leased Premises are denied the issuance or renewal of any permit or license required by applicable Governmental Rule in order for alcoholic beverages (including wine, beer and mixed beverages) to be sold in or upon the Leased Premises for consumption in or upon the Leased Premises on the basis of the proximity of the Leased Premises to any churches, schools, day care centers or other facilities or uses, Landlord will cooperate with Tenant and any of its Space Tenants, concessionaires or other users of the Leased Premises in their efforts to obtain a variance and/or exemption from any Governmental Authority necessary to obtain any such permit or license for the sale of alcoholic beverages and Tenant shall reimburse Landlord for its reasonable out-of-pocket costs and expenses incurred by Landlord in connection with the foregoing.

Section 20.20 Olympic and Pan-American Games. In order to assist Landlord in attracting the Olympic Games and/or the Pan-American Games to the City and County, Tenant agrees that, upon the request of Landlord, Tenant will negotiate in good faith with Landlord to agree upon the terms and conditions of Space Leases pursuant to which Tenant will permit use of the Stadium for events held as part of the Olympic Games and/or Pan-American Games, but any such

Space Leases and Tenant's agreement to negotiate in good faith shall be subject to Major League Baseball Rules and Regulations, the Team's Scheduled Baseball Home Games, the rights of Space Tenants, and the approval by the Tenant of the monetary and non-monetary terms of any such Space Lease. The monetary terms of any such Space Lease shall provide for a reasonable compensation to Tenant for the use of the Stadium.

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

**HARRIS COUNTY-HOUSTON SPORTS
AUTHORITY**

By: _____

Jack M. Rains, Chairman

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

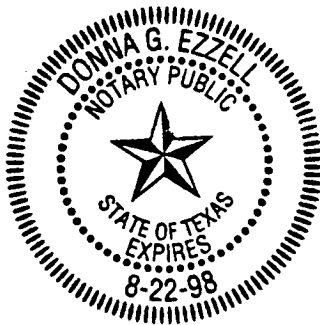
By: _____

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.

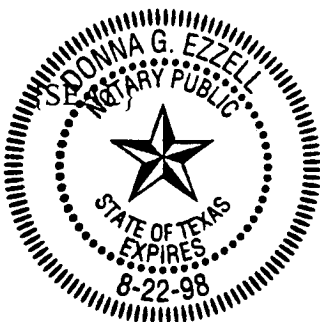
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Donna G. Ezzell
Printed Name: Donna G. Ezzell
Notary Public in and for the
State of Texas
My Commission Expires: 8-22-98

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



Donna G. Ezzell
Printed Name: Donna G. Ezzell
Notary Public in and for the
State of Texas
My Commission Expires: 8-22-98

APPENDIX A
TO
STADIUM LEASE

GLOSSARY OF DEFINED TERMS AND RULES AS TO USAGE

Glossary of Defined Terms

"Acceptable Bank" means any U.S. or domestic bank reasonably acceptable to Tenant or whose long-term debt securities (or, if such U.S. or domestic bank does not have any publicly traded long-term debt securities, whose holding company's long-term debt securities) are rated A or better by Standard & Poor's Rating Group or A2 or better by Moody's Investors' Service.

"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 20.8 of the Stadium Lease.

"Additional Rentals" shall have the meaning given to it in Section 4.3 of the Stadium Lease.

"Additional Improvements" shall have the meaning given to it in Section 6.3 of the Stadium Lease.

"Additional Work" shall have the meaning given to it in Section 6.3 of the Stadium Lease.

"Additional Work Submission Matters" means schematic design plans for the Material Additional Work showing all material elements of such Material Additional Work.

"Adequate Security" means a surety bond or letter of credit in an amount and containing terms reasonably acceptable to Landlord.

"Admissions Tax" shall mean any Taxes imposed by the Sports Authority pursuant to Chapters 334 or 335 of the Texas Local Government Code on any tickets sold as admission to an event held at the Stadium, including, but not limited to, any Major League Baseball Games. In

addition, during the period of time up to and including the Commencement Date, the term Admissions Tax shall also mean and include any Taxes imposed by the Sports Authority pursuant to Chapters 334 or 335 of the Texas Local Government Code on any tickets sold as admission to (i) Major League Baseball Games at the Astrodome Complex or (ii) any other event at the Astrodome Complex if Tenant receives compensation for such event based in whole or in part upon the admission revenues for such event.

"Advertising Rights" shall have the meaning given to it in Appendix A 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.

"All-Star Games" means any professional baseball game under the auspices of Major League Baseball between teams comprised of active players from multiple Major League Baseball teams who are selected or designated for participation on the basis of their skills or achievements.

"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.

"Appropriation" means, with respect to any payment obligation or other monetary obligation of the Sports Authority that may from time to time exist or arise under the Stadium Lease during a Fiscal Year, the setting aside by the Board of Directors of the Sports Authority of an adequate amount of funds for the particular use of making or satisfying the payment or other monetary obligation.

"Arbitration Procedures" means the arbitration procedures set forth in Appendix C of the Stadium Lease.

"ARR Account" means a separate depository account maintained by the Landlord at an Acceptable Bank under the terms of the Stadium Lease for the purpose holding, applying, investing

and transferring the ARR Fund. The ARR Account shall be separate from, and shall not be a part of the Venue Project Fund.

"ARR Fund" shall have the meaning given to it on Section 7.1 of the Stadium Lease.

"Assignment and Assumption Agreement" shall have the meaning given to it in Section 14.3 of the Stadium Lease.

"Astrodome Complex" means the domed stadium in Harris County, Texas known as the Astrodome in Houston, Texas, and all other buildings, structures, improvements and other real property leased, let and demised pursuant to the Astrodome Lease.

"Astrodome Lease" means the Restated Lease and Amendments dated January 20, 1983 by and between Tenant and the County, as amended, including as amended by that certain Leasehold Purchase Agreement dated October 28, 1997, by and between Tenant and the County.

"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 Section 4.1.2 of the Stadium Lease.

"Broadcast Rights" shall have the meaning given to it in Appendix A of the License Agreement.

"Builder's All Risk Policies" shall have the meaning given to it in Section 9.1.2 of the Stadium Lease.

"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" as applied to any Person, means any lease of any Property by such Person as tenant which would, in accordance with GAAP, be required to be classified and accounted for as a capital lease on the balance sheet of such Person.

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

- (a) Any material defects in design, construction or installation of the Leased Premises by or on behalf of Landlord;
- (b) Physical Obsolescence (including replacement necessitated by repeated breakdown of a component of the Leased Premises or Concession Improvements despite efforts to repair or restore it short of such replacement);
- (c) Requirements imposed prospectively by Major League Baseball as applicable to the Stadium;
- (d) Modifications required by applicable Governmental Rules; or
- (e) Changes or improvements to the Stadium required by television networks or stations having contracts with the Tenant or Major League Baseball.

For purposes of Article 7 of the Stadium Lease (including Exhibit C), the term "Capital Repair" or "Capital Repairs" shall not include (i) any Maintenance, (ii) or the repair, restoration, refurbishment or replacement of any interior build out constructed by or on behalf of Space Tenants located in the Union Station Building, (iii) the repair, restoration, refurbishment or replacement of any Concession Improvements, (iv) any Casualty Repair Work, (v) any Condemnation Repair Work or (vi) the portion of any contract for the performance of any of the foregoing.

"Capital Repair Expenses" means all expenses incurred with respect to Capital Repairs.

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

"Casualty Expenses" shall mean all costs and expenses required to be borne by Tenant pursuant to Article 12 of the Stadium Lease.

"Casualty Repair Work" shall have the meaning given to it in Section 12.1 of the Stadium Lease.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

"Chilled Water Service Agreement" means (i) the Chilled Water Service Agreement executed June 9, 1998 by and between Landlord and Northwind Houston, L.P. and (ii) the Guaranty Agreement dated June 9, 1998 executed by Houston Industries Incorporated.

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

"Commencement Date" shall have the meaning given to it in Section 3.1 of the Stadium Lease.

"Comparable Facilities" shall mean baseball stadiums in which Major League Baseball Games are played and that are (i) comparable in size to the Stadium, (ii) of similar age (*i.e.*, completed within five (5) years before or after the Substantial Completion Date) to that of the Stadium, and (iii) located in the United States or Canada. Notwithstanding the foregoing, in all circumstances, references and uses in which the subject matter under the Stadium Lease relates to or is affected by whether or not the Stadium is air conditioned, open air or has a retractable roof, the term "Comparable Facilities" shall mean and refer to any such comparable stadium that is air conditioned and has a retractable roof.

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

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

"Condemnation Award" shall mean all sums, amounts or other compensation for the Leased Premises or any Concession Improvements payable to Landlord or Tenant as a result of or in connection with any Condemnation Action.

"Condemnation Expenses" shall have the meaning given to it in Section 13.2.2 of the Stadium Lease.

"Condemnation Repair Work" shall have the meaning given to it in Section 13.2.2 of the Stadium Lease.

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

"Controlling Person" of any Person means any individual that directly or indirectly controls such Person. As used in this definition, the term "control" 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 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.

"Controlling Person Requirements" shall have the meaning given to it in Section 14.3 of the Stadium Lease. 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.

"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 Stadium Lease, a fraction, the denominator of which is the index value of the Designated Index for the calendar month in which the 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 Stadium Lease occurs. If the CPI Fraction cannot be determined at any particular time because the index value of the Designated Index for the specified month (or the index period during which such month occurs, if the index period is longer than one month) is not then known, the CPI Fraction shall be determined using the then most recently reported index value of the Designated Index and, when the index value of the Designated Index for the specified month is known, the CPI Fraction and any calculation based thereon shall be

redetermined using the index value of the Designated Index for the specified month (or the index period during which such month occurs, if the index period is longer than one month).

"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.

"Demolition" means to raze the improvements that are part of the Leased Premises (or relevant portion of such improvements), remove any rubble or debris resulting therefrom, and cause

the Tracts to be returned to a safe condition (and "Demolish" and "Demolished" shall have correlative meaning).

"Designated Index" means the United States Consumer Price Index for all Urban Consumers (also known as the CPI-U) for the Houston Metropolitan Statistical Area (1982-1984=100), as published monthly (or if same shall no longer be published monthly, on the most frequent basis available) by the Bureau of Labor Statistics, U.S. Department of Labor (but if such is subject to adjustment later, the later adjusted index, together with any correlation factor necessary to relate the later adjusted index to the earlier index, as published by the entity publishing the index, shall be used), or if such publication should be discontinued, the Designated Index shall then refer to such comparable statistics on changes in the cost of living for urban consumers as the same may be computed and published (on the most frequent basis available) by an agency of the United States or by a responsible financial periodical of recognized authority, as selected jointly by Landlord and Tenant.

"Dispute or Controversy" shall have the meaning given to it in Section 18.1 of the Stadium Lease.

"Effective Date" shall have the meaning given to it in the first paragraph of the Stadium Lease.

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

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

"Environmental Condition" shall mean any Environmental Event that occurs, and any Recognized Environmental Condition that exists, prior to the time Landlord delivers exclusive possession of the Leased Premises to Tenant, but excluding any Environmental Event or Recognized Environmental Condition that is caused by Tenant's, or any of its agents' or contractors', use or operation of the Leased Premises prior to the time Landlord delivers exclusive possession of the Leased Premises to Tenant.

"Environmental Event" means (i) the spill, discharge, leakage, pumpage, drainage, pourage, interment, emission, emptying, injecting, escaping, dumping, disposing, migration or other release or any kind of Hazardous Materials which causes a threat or actual injury to human health, the

environment, plant or animal life, (ii) the occurrence of any Actions or Proceedings pursuant to any Environmental Laws arising out of any of the foregoing and (iii) any claims, demands, actions, causes of actions, remedial and/or abatement response, remedial investigations, feasibility studies, environmental studies, damages, judgments or settlements arising out of any of the foregoing.

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

"Environmental Operating Expenses" shall mean any operating expenses that are attributable to any requirements imposed under or in connection with the issuance or maintenance of the TNRCC Certificate of Completion, except to the extent such operating costs are adversely impacted by the acts or omissions of Tenant or its contractors.

"Environmental Proceeding" means:

(i) Any notice of any investigation, response action, spill, proceeding, whether executive, administrative or judicial, or litigation or litigation threatened in writing relating to Environmental Laws or other environmental matters concerning Property insofar as such investigation, response action, spill, litigation, litigation threatened in writing or proceeding relates to such Property; or

(ii) Receipt of any notice from any Person of: (a) any violation or alleged violation of any Environmental Law relating to Property or any part thereof or any activity at the time conducted on any Property, or (b) the commencement of any clean-up, abatement or control pursuant to or in accordance with any Environmental Law of any Hazardous Materials on or about any such property or any part thereof or (c) any violation of any

Governmental Rules or harm to Person or Property in each case with respect to worker safety at or in connection with such Property or any part thereof.

"Environmental Release" means a "release" as said term is defined under CERCLA.

"Equipment Leases" means such leases as Landlord may enter into prior to the Commencement Date pursuant to the terms of Article 5 of the Project Agreement.

"Event of Default" shall have the meaning given to it in Section 16.1 of the Stadium Lease.

"Excess/Umbrella Policy" shall mean Tenant's Excess/Umbrella Policy and Landlord's Excess/Umbrella Policy.

"Excusable Landlord Delay" means any Landlord Delay which is caused by or attributable to (but only to the extent of) (i) Force Majeure, (ii) failure of Tenant to perform (or delay by Tenant in performing) any of its material obligations under the Stadium Lease within the time or by the date established by or pursuant hereunder for performance thereof, (iii) negligence or willful misconduct by Tenant, (iv) any direct or indirect action or omission by or attributable to Tenant (including, but not limited to, acts or omissions of any Person employed by Tenant or any agent, contractor or subcontractor of Tenant) which unreasonably interferes with or delays Landlord's performance of its obligations under the Stadium Lease, or (v) any unreasonable delay by Tenant in approving or consenting to any matter that requires the approval or consent of Tenant under the Stadium Lease.

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

"Excusable Tenant Delay" means any Tenant Delay which is caused by or attributable to (but only to the extent of) (i) Force Majeure, (ii) failure by Landlord to perform (or delay by Landlord in performing) any of its material obligations under the Stadium Lease within the time or by the date established by or pursuant to the Stadium Lease for performance thereof, (iii) negligence or willful misconduct by Landlord, (iv) any direct or indirect action or omission by or attributable to Landlord (including, but not limited to acts or omissions of any Person employed by Landlord or of any agent, contractor or subcontractor of Landlord) which unreasonably interferes with or delays Tenant's performance of its obligations hereunder or (v) any unreasonable delay by Landlord in approving or consenting to any matter that requires the approval or consent of Landlord under the Stadium Lease.

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

"Existing LOIs & MOU" shall mean the letter agreement between the City, the County, Tenant 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 the Landlord, and the Memorandum of Agreement dated November 5, 1997 between Tenant and Landlord.

"FF&E" shall mean all furniture, fixtures, equipment, furnishings, machinery, and all other components and personal property owned by, or leased to, Landlord that is from time to time located on the Tracts, together with all additions, alterations and replacements thereof, (whether replaced by either Party) but excluding any personal property owned by Tenant or any of its Space Tenants, licensees or invitees that may from time to time be brought onto the Tracts or the improvements located thereon. FF&E shall include, but not be limited to, all furniture, fixtures, equipment, furnishings, machinery, displays, signage, scoreboards and other personal property installed, affixed, attached or supplied to the Stadium or Union Station Building by Landlord pursuant to the terms of the Project Agreement and any additions, changes or alterations thereto or replacements or substitutions therefor.

"Facility Mortgage" means a Mortgage covering and encumbering Landlord's rights, titles and interests in the Leased Premises (but not the Leasehold Estate) that secures 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 and the Stadium Lease.

"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 Non-Disturbance Agreement" shall have the meaning given to it in Section 15.1 of the Stadium Lease.

"Facility Use Tax" shall mean any Tax imposed by the Sports Authority pursuant to Chapters 334 or 335 of the Texas Local Government Code on any member of a Major League Team that plays a professional sport in the Stadium, including, but not limited to, any player on, or member of, the Team. In addition, during the period of time up to and including the Commencement Date, the term

Facility Use Tax shall also mean and include any Tax imposed by the Sports Authority pursuant to Chapters 334 or 335 of the Texas Local Government Code on any member of a Major League Team that plays a professional sport in the Astrodome Complex, including, but not limited to, any player on, or member of, the Team.

"Final Notice" shall have the meaning given to it in Section 16.4 of the Stadium Lease.

"Financial Tests" shall have the meaning given to it in Section 14.3 of the Stadium Lease.

"First Class Condition" shall mean the condition satisfying each of the following: (a) being in compliance with all applicable Governmental Rules and (b) being in good condition and repair. For purposes of determining Tenant's obligations under the Stadium Lease with respect to Maintenance and Capital Repair Work, the Leased Premises and Concession Improvements shall be deemed to be in a First Class Condition on the Commencement Date.

"Fiscal Year" means the twelve (12) month period from time to time established by the Landlord as its fiscal year, which is currently the twelve (12) month period from January 1 through December 31 of each calendar year.

"Force Majeure" means the occurrence of any of the following, for the period of time, if any, that the performance of a Party's material obligations under this Stadium Lease is actually, materially, and reasonably delayed or prevented thereby: acts of God, lock-outs, acts of the public enemy, the confiscation or seizure by any government or public authority, (excluding the Sports Authority), insurrections, wars or war-like action (whether actual and pending or expected), arrests or other restraints of government (civil or military) blockades, embargoes, strikes, labor unrest or disputes, unavailability of labor or materials, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, any delays occasioned by arbitration actions and proceedings under the Arbitration Procedures specified in the Stadium Lease, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable anticipation or control of the Party claiming the right to delay performance on account of such occurrence and which, in any event, is not a result of the intentional act, negligence or willful misconduct of the Party claiming the right to delay performance on account of such occurrence. As to Landlord, actions of the Sports Authority shall not be considered actions of a Governmental Authority for purposes of Force Majeure. Notwithstanding the foregoing, "force majeure" shall not include (i) any player or umpire strikes or lock-outs or other labor disputes related to Major League Baseball or (ii) economic hardship.

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

"Functional Obsolescence" and "Functionally Obsolete" means any equipment, fixture, furnishing, facility, surface, structure or any other component of the Leased Premises that is not dysfunctional (and thus not Physically Obsolete), but is no longer reasonably optimal for its intended purposes, by reason of (i) material innovations, inventions or improvements in the design, manufacture, operation or production of comparable equipment, systems or facilities which render more efficient, more satisfactory or more technologically advanced service, or (ii) business patterns or practices (such as methods for selling tickets or admitting patrons to the Stadium) that require the modification or addition of equipment or facility.

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

"GL Policy" shall mean Tenant's GL Policy and Landlord's GL Policy.

"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 Landlord 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.

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

polychlorinated biphenyls or (iii) any substance, emission or material determined to be hazardous or harmful.

"Impositions" means all real estate Taxes, all personal property Taxes and all possessory interest Taxes, all use and occupancy Taxes, all excises, assessments, and levies, general and special, ordinary and extraordinary, foreseen and unforeseen (including, without limitation, assessments for public improvements and betterment, and any mass transit, park, child care and art contributions, assessments or fees), that are, with respect to the Stadium Lease or Leased Premises, assessed, levied, charged, confirmed or imposed upon or with respect to or become payable out of or become a lien on the Leasehold Estate, the Tracts or the Leased Premises, or the appurtenances thereto, or for any use or occupation of the Tracts or Leased Premises, or such franchises, licenses and permits as may be appurtenant or related to the use of the Tracts or Leased Premises, this transaction or any documents to which Landlord is a party.

"Indemnified Party" shall have the meaning given to it in Section 9.7.6 of the Stadium Lease.

"Indemnifying Party" shall have the meaning given to it in Section 9.7.6 of the Stadium Lease.

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

"Insurance Covenant" means all of the covenants and agreements of Tenant with respect to insurance policies and coverages to be maintained by Tenant pursuant to and in accordance with Article 9 of the Stadium Lease.

"Insurance Fund" shall have the meaning given to in Section 9.6 of the Stadium Lease.

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

"Insurance Proceeds" shall have the meaning given to it in Section 12.2.1 of the Stadium Lease.

"Insured Casualty Risks" means physical loss or damage from fire, acts of God, flooding, earth movement (including, but not limited to, earthquake, landslide, subsidence and volcanic eruption), collapse, water damage, leakage from fire protection equipment or sprinkler systems, explosion (except steam boiler explosion), smoke, aircraft (including objects falling therefrom), motor vehicles, riot, riot attending a strike, civil commotion, sabotage, terrorism, vandalism, malicious mischief, theft, civil or military authority and all other perils (including resultant loss or damage arising from faulty materials, workmanship or design) except to the extent insurance against such perils is from time to time not available on commercially reasonable terms in Houston, Texas.

"Insured Materials and Equipment" means all materials intended for incorporation into the Leased Premises, whether stored on-site or off-site.

"Intellectual Property Rights" means any licenses, permits, franchises, trade secrets, intellectual property rights, trademarks, patents or copyrights owned by, or licensed to, Landlord with respect to the usage of any product, process, method, substance, material or technology necessary for the use, operation, maintenance and enjoyment of the Stadium, Union Station Building or FF&E. Notwithstanding the foregoing, the term Intellectual Property Rights shall not include any of the Intangible Property Licenses or Intangible Property Rights covered by the License Agreement (as such terms are used and defined in the License Agreement).

"Landlord" means the Landlord named in the opening Recitals of the Stadium Lease and, after notice to Tenant in accordance with Section 14.5 hereof of any Landlord Transfer of record of Landlord's ownership of fee simple title to the Leased Premises to a Landlord Transferee and such Landlord Transferee's assumption of the obligations of Landlord under the Stadium Lease in accordance with Section 14.5, the Landlord Transferee.

"Landlord Default" shall have the meaning given to it in Section 16.1.2 of the Stadium Lease.

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

"Landlord Representative" shall have the meaning given to it in Section 1.2 of the Stadium Lease.

"Landlord's Condemnation Award" shall have the meaning given to it in Section 13.2.1 of the Stadium Lease.

"Landlord's Expenses" shall have the meaning given to it in Section 6.10 of the Stadium Lease

"Landlord's Excess/Umbrella Policy" shall have the meaning given to it in Section 9.1.4(c) of the Stadium Lease.

"Landlord's GL Policy" shall have the meaning given to it in Section 9.1.4(a) of the Stadium Lease.

"Landlord's Improved Item Contribution" shall have the meaning given to it in Section 6.2.1 of the Stadium Lease.

"Landlord's Premises" shall have the meaning given to it in Section 14.8 of the Stadium Lease.

"Landlord's Remedial Work" shall have the meaning given to it in Section 6.9 of the Stadium Lease.

"Landlord's Workers' Compensation Policy" shall have the meaning given to it in Section 9.1.4(b) of the Stadium Lease.

"Landlord Transfer" shall have the meaning given to in Section 14.5 of the Stadium Lease.

"Landlord Transferee" shall have the meaning given to it in Section 14.5 of the Stadium Lease.

"Lease Expiration Date" means the last day of the Primary Term or any Renewal Term, whichever is later, unless sooner terminated pursuant to any applicable provisions of the Stadium Lease, in which event such date of termination shall be the Lease Expiration Date.

"Lease Term" shall have the meaning given to it in Section 3.1 of the Stadium Lease.

"Lease Year" means the twelve (12) month period commencing on April 1 in any calendar year and ending on the last day of the next succeeding March; provided, however, that if the first Lease Year of the Lease Term shall commence on other than the first day of April in any calendar year, then such first Lease Year shall be a period of less than twelve (12) full calendar months and shall extend through the last day of the next succeeding March.

"Leased Premises" shall have the meaning given to it in Section 2.1 of the Stadium Lease. Any reference to the "Leased Premises" shall include any part or portion thereof unless the context otherwise requires.

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

"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 (as defined therein), by and between Landlord, as licensor, and Tenant, as licensee, as the same may be amended, supplemented, modified, renewed or extended from time to time.

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

"Maintain" and "Maintenance" means all work (including all labor, supplies, materials and equipment) which is of a routine, regular, and predictable nature and reasonably necessary for the cleaning and routine upkeep of any property, structures, surfaces, facilities, fixtures (including, but not limited to, media plug-ins and cable and all wiring attendant thereto), equipment or furnishings, or any other component of the Leased Premises or Concession Improvements in order to preserve such items in a manner reasonably consistent with other Comparable Facilities. Maintenance shall include, but not be limited to, the following: (i) preventative or routine maintenance that is stipulated in the operating manuals for the components as regular, periodic maintenance procedures; (ii) periodic testing of building systems, such as mechanical, card-key security, fire alarm, lighting, and sound systems; (iii) ongoing trash removal; (iv) regular maintenance procedures for HVAC, plumbing, and electrical and structural systems such as periodic cleaning, lubrication, and changing air filters and lights (other than field lights); (v) touch up painting; (vi) cleaning prior to, during and following all Baseball Home Games and other events held at the Stadium; (vii) grounds keeping and maintenance of the surface of the Playing Field, including mowing, seeding, fertilizing, marking lines, installing and removing bases and pitchers mounds and resodding (except as described in Exhibit C); (viii) changing of standard, isolated light bulbs, fuses and circuit breakers, as they burn out (excluding field lights); (ix) readying the Playing Field each year for the upcoming Major League Baseball Season; (x) the labor required to perform Capital Repair to the extent that such labor is

performed by regular, on-site personnel acting in accordance with the standard duties for which such on-site personnel are regularly employed; and (xi) any other work of a routine, regular and generally predictable nature that is reasonably necessary to keep the Leased Premises or Concession Improvements in a First Class Condition. Maintenance, shall not include any work included within the term "Capital Repair."

"Maintenance and Capital Repair Work" shall have the meaning given to it in Section 6.2.1 of the Stadium Lease.

"Maintenance and Warranty Contracts" means the Construction Documents, all subcontracts for the supply of equipment or systems to the Project Contractor for the Stadium, Union Station Building or FF&E, and the Roof Maintenance Contract.

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

"Major League Baseball Game" shall mean any pre-season, regular season, post-season, World Series or other professional baseball game played under Major League Baseball Rules and Regulations in which any Member Team is a participant.

"Major League Baseball Rules and Regulations" shall mean the constitution, bylaws, rules, regulations and practices of Major League Baseball in effect at the time in question.

"Major League Baseball Season" shall commence on the day of the Team's first Baseball Home Game (including pre-season play, if any; other than those pre-season home games played outside the boundaries of the Sports Authority) in any calendar year and shall end on the day of the Team's last Baseball Home Game (including post-season play, if any) in such calendar year.

"Major League Team" shall mean any team that is a member of the National Football League, National Basketball Association or Major League Baseball or any of their successor organizations and any other professional team.

"Material Additional Work" shall have the meaning given to it in Section 6.3(a) of the Stadium Lease.

"Mechanic's Lien" shall have the meaning given to it in Section 6.7 of the Stadium Lease.

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

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

"Mid-Season Option" shall have the meaning given to it in Section 3.3 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 Appendix A of the License Agreement.

"Net Revenues" shall mean with respect to each event, game and/or performance that is held in the Stadium and for which a percentage of the Net Revenues is payable to the Landlord under the Stadium Lease, the amount by which the total of all revenues of Tenant from any such event, game and/or performance exceeds the operating costs actually incurred by Tenant in connection with any such event, game and/or performance. Net Revenue shall be determined on an accrual basis computed in accordance with GAAP.

"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.

"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.

"Non-Appropriation" means and shall be deemed to have occurred with respect to any payment obligation or other monetary obligation of the Sports Authority under the Stadium Lease that is undisputed or for which the Sports Authority is determined to have liability, if the Board of Directors of the Sports Authority fails to make an Appropriation within sufficient time to avoid a Landlord Default.

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

"Parking Tax" shall mean any Taxes imposed by the Sports Authority pursuant to Chapter 334 or 335 of the Texas Local Government Code on any motor vehicles parking at or in the Leased Premises. In addition, during the period of time up to and including the Commencement Date, the term Parking Tax shall also mean and include any Taxes imposed by the Sports Authority pursuant to Chapter 334 or 335 of the Texas Local Government Code on any motor vehicles parking at or in the Astrodome Complex.

"Parties" shall have the meaning given to it in the first paragraph of the Stadium Lease.

"Permitted Encumbrances" shall have the meaning given to it in Section 2.2.1 of the Stadium Lease, which Permitted Encumbrances are listed in Exhibit B attached thereto. In addition, Permitted Encumbrances shall include any Liens securing any Project Financing so long as such Liens conform to the requirements of Article 15 of the Stadium Lease.

"Permitted Investments" means:

- (a) Obligations of, or guaranteed as to interest and principal by, the United States of America or agencies thereof maturing not more than 90 days after such investment;
- (b) Open market commercial paper of any corporation incorporated under the laws of the United States of America or any State thereof and not an Affiliate of the Tenant which paper is rated "P-1" or its equivalent by Moody's Investors Service or "A-1" or its equivalent by Standard & Poor's Ratings Group;
- (c) Banker's acceptances and certificates of deposit issued by any bank or trust company having capital, surplus and undivided profits of at least \$500,000,000 whose long-term debt is rated "A" or better by Standard & Poor's Ratings Group and A2 or better by Moody's Investors Service and maturing within 90 days of the acquisition thereof; and

(d) Money market funds consisting solely (except that no more than 10% thereof may be held in cash) of obligations of the type described in clauses (a) through (c) above and the shares of such money market funds can be converted to cash within 90 days.

Payments under the instruments described in clauses (a), (b), (c) and (d) above may not be linked to any variable other than the principal amount thereof and the fixed or floating interest rate thereon.

"Permitted Transfer" shall have the meaning given to it in Section 14.2 of the Stadium Lease.

"Permitted Uses" shall have the meaning given to it in Section 5.1 of the Stadium Lease.

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

"Personalty" shall have the meaning as given to it in Section 10.1.2 of the Stadium Lease.

"Physical Obsolescence" and "Physically Obsolete" means any equipment, fixture, furnishing, facility, surface, structure or any other component of the Leased Premises which does not comply with applicable Governmental Rule or has become dysfunctional due to defects in design, materials or workmanship or ordinary wear and tear other than as a result of Tenant's failure to perform its Maintenance obligations under the Stadium Lease. For purposes of determining Physical Obsolescence or Physically Obsolete, any equipment, fixture, furnishing, facility, surface, structure or any other component shall be deemed dysfunctional if such equipment, fixture, furnishing, facility, surface, structure or any other component has deteriorated to a degree that cannot be remedied through Maintenance (including replacement necessitated by repeated breakdown of a component despite efforts to repair or restore it short of replacement).

"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 Tenant Default" means either (i) any then existing uncured breach by Tenant which, but for the passage of time (with or without notice thereof from Landlord, if applicable), would constitute a Tenant Default under the Stadium Lease, a Licensee Default under the License Agreement 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 Tenant of any general

assignment for the benefit of creditors until such assignment is rescinded; the filing by Tenant or against Tenant of a petition or proceeding to have Tenant 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 take possession of substantially all of the Leasehold Estate, until possession is restored to Tenant; or the attachment, execution or other judicial seizure of substantially all of the Leasehold Estate, until such seizure is discharged.

"Pre-Season Option" shall have the meaning given to it in Section 3.4 of the Stadium Lease.

"Presentation Certificate" shall have the meaning given to it in Section 7.4 of the Stadium Lease.

"Primary Term" shall have the meaning given to it in Section 3.2 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.

"Prohibited Uses" shall have the meaning given to it in Section 5.2 of the Stadium Lease.

"Project" shall have the meaning given such term 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 Landlord and Tenant, 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 Landlord and the Tenant 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" means one or more loans and/or debt issues, together with all modifications, renewals, supplements, substitutions and replacements thereof, the proceeds of which are used to finance or refinance the costs of the Project for which Landlord is responsible under the Project Agreement remaining after taking into account the proceeds of the Public Debt.

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

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

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

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

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

"Property Insurance Policy" shall have the meaning given to it in Section 9.1.1 of the Stadium Lease.

"PSL" shall mean a personal seat license or charter seat license permitting the holder thereof to purchase tickets to Baseball Home Games for the type of seat in the Leased Premises described in such license.

"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.

"Recognized Environmental Condition" shall mean the presence of any Hazardous Materials at, on, in or under the Tracts or the improvements located thereon.

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

"Renewal Term" shall have the meaning given to it in Section 3.5 of the Stadium Lease.

"Rentals" shall have the meaning given to it in Section 4.1.1 of the Stadium Lease.

"Rent Payment Date" shall have the meaning given to it in Section 4.1.2 of the Stadium Lease.

"Responsible Officer" means with respect to the subject matter of any certificate, representation or warranty of any Person contained in the Stadium Lease, a vice president or higher corporate officer of such Person (or, in the case of the Sports Authority, a member of the Sports Authority's Board of Directors, and, in the case of a partnership, an individual who is a general partner of such Person or such an officer of a general partner of such Person) who, in the normal performance of his operational responsibility, would have knowledge of such matter and the requirements with respect thereto.

"Review and Approval or Consent Rights" shall have the meaning given to in Section 19.3.1 of the Stadium Lease.

"Reviewing Party" shall have the meaning given to it in Section 19.3.1 of the Stadium Lease.

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

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

"Sales and Use Tax" shall mean any sales and use taxes imposed by the Sports Authority throughout its jurisdiction.

"Scheduled Baseball Home Game" means each of the Team's Baseball Home Games for such Major League Baseball Season that is scheduled to occur pursuant to the official schedule for such Major League Baseball Season promulgated by Major League Baseball.

"Seat Rights" shall have the meaning given to it in Section 5.5 of the Stadium Lease.

"Service Contracts" means the Chilled Water Service Agreement and such other service contracts for the Leased Premises as Landlord may enter into prior to the Commencement Date pursuant to the terms of the Article 5 of the Project 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.

"Space Lease" means a lease, sublease, license, concession or other occupancy agreement for the use or occupancy of space or the location of any business or commercial operations in or on the Leased Premises or any part thereof, but excluding any lease or sublease of the entire Stadium

or Union Station Building that gives the Space Tenant exclusive possessory rights to the same. The term "Space Tenant" means a tenant, occupant, licensee or concessionaire under or pursuant to a Space Lease.

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

"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 Landlord 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 Landlord on the Tracts under the terms of the Project Agreement, but excluding the Union Station Building.

"Stadium Lease" means the Stadium Lease Agreement dated as of the Effective Date by and between Landlord and Tenant, as the same may be amended, supplemented, modified, renewed or extended from time to time with the consent of Landlord and Tenant.

"Stadium Project Design/Development Criteria" means the Revised Program for the Ballpark at Union Station Design Development Package dated September 19, 1997 prepared by Hellmuth, Obata & Kassabaum, Inc.

"Submitting Party" shall have the meaning given to it in Section 19.3.1 of the Stadium Lease.

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

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

"Substantially All of the Improvements" shall have the meanings given to it in (i) Section 12.3.3 of the Stadium Lease with respect to any Casualty and (ii) Section 13.1.3 with respect to any Condemnation Action.

"Targeted Tax" shall mean (i) any Admissions Tax, Parking Tax or Facility Use Tax, and (ii) any Tax by the Sports Authority not in effect on the Effective Date that either by its terms or the

effect of its application is not of general application but rather directed at (w) the Tenant, (x) the Team, (y) any Major League Team or the Team's or any Major League Team's spectators, members or participants with respect to activities at or related to Venue Projects that include the Leased Premises, or (z) the activities of the Leased Premises, the Astrodome Complex or any Venue Projects that include the Leased Premises or the revenues derived therefrom. The foregoing references to the Astrodome Complex shall have no effect (and shall be deemed to be deleted) with respect to any Tax or Imposition assessed or imposed after the Commencement Date. Notwithstanding the foregoing, Sales and Use Taxes shall not constitute Targeted Taxes.

"Tax" shall mean any tax, assessment, levy or similar charge.

"Team" shall mean the Major League Baseball team owned by the Tenant 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 Appendix A of the License Agreement.

"Tenant" shall have the meaning given to it in the first paragraph of the Stadium Lease or any successor owner of the Leasehold Estate pursuant to the requirements of Article 14 of the Stadium Lease.

"Tenant Default" shall have the meaning given to it in Section 16.1.1 of the Stadium Lease.

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

"Tenant Representative" shall have the meaning given to it in Section 1.3 of the Stadium Lease.

"Tenant's Excess/Umbrella Policy" shall have the meaning given to it in Section 9.1.3(c) of the Stadium Lease.

"Tenant's GL Policy" shall have the meaning given to it in Section 9.1.3(a) of the Stadium Lease.

"Tenant's Remedial Work" shall have the meaning given to it in Section 6.8 of the Stadium Lease.

"Tenant's Semi-Annual ARR Fund Deposit" shall have the meaning given to it in Section 7.2 of the Stadium Lease.

"Tenant's Workers' Compensation Policy" shall have the meaning given to it in Section 9.1.3(b) of the Stadium Lease.

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

"TNRCC Certificate of Completion" shall mean a certificate of completion to be issued by the Texas Natural Resource Conservation Commission to Landlord under the Voluntary Cleanup Program prior to the Commencement Date, as required by the Project Agreement, and that determines that any Environmental Condition has been adequately addressed to attain Texas Natural Resource Conservation Commission Risk Reduction Standard Number 2 or 1 and that any future owner, operator or lessee (including Tenant) shall enjoy the protections from liability and all other benefits under the Texas Voluntary Cleanup Program.

"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 14.1 of the Stadium Lease.

"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.

"Untenantable Condition" shall mean the existence of any one of the following conditions but only to the extent the same is not the result of the failure of Tenant to perform its obligations as required under the Stadium Lease:

- (a) The condition of the Stadium is such that the playing of Major League Baseball Games is not permitted under Major League Baseball Rules and Regulations;
- (b) The use or occupancy of the Stadium for Major League Baseball Games is not permitted under applicable Governmental Rule or is restricted in any material respect under applicable Governmental Rule, including, but not limited to, denial of access;
or

- (c) The use or occupancy of thirty-five percent (35%) or more of any of the manifested seating areas within the Stadium are restricted or unusable or are subject to a material restriction on access.

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

"Venue Project Fund" shall mean the venue project fund established by the Sports Authority for the Stadium pursuant to Chapter 335 of the Texas Local Government Code.

"Warranty Claim" shall have the meaning given it in Section 6.11 of the Stadium Lease.

"Workers' Compensation Policy" shall mean Tenant's Workers' Compensation Policy and Landlord's Workers' Compensation Policy.

"XCU" shall have the meaning given to it in Section 2(a)(i) of Appendix D of the Stadium Lease.

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
STADIUM LEASE

A. LANDLORD: HARRIS COUNTY-HOUSTON SPORTS AUTHORITY

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

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

with copies of all notices to Landlord being sent to:

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

and

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

B. TENANT: HOUSTON McLANE COMPANY, INC.

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

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 Stadium Lease.

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 Stadium Lease 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.

APPENDIX D
TO
STADIUM LEASE

INSURANCE PLAN ADDITIONAL REQUIREMENTS

1. **Builder's All Risk Policies**

- a. Coverage shall also include, as obtainable on commercially reasonable terms:
 - i. Demolition and removal of debris (including from demolition occasioned by condemnation and any other enforcement of Governmental Rules)
 - ii. Inland transit
 - iii. Automatic reinstatement of sum insured
 - iv. False work
 - v. Change of Governmental Rules

2. **GL Policy**

- a. As obtainable on commercially reasonable terms, the following endorsements:
 - i. Premises and operations coverage with no exclusions for explosion, collapse and underground property damage ("XCU")
 - ii. Owners' and contractors' protective coverage
 - iii. Blanket contractual liability coverage with the personal injury exclusion deleted
 - iv. Personal injury and advertising injury
 - v. Host/liquor legal liability
 - vi. Broad form property damage coverage
 - vii. Incidental medical malpractice liability
 - viii. Cross liability endorsement
 - ix. Hoists and elevators or escalators, if exposure exists

- x. Completed operations and products liability coverage for a period of five (5) years after Final Completion (as defined in the Project Agreement) of all Project Improvements Work (but only as to Landlord's GL Policy).
- b. Minimum limits:

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

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

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

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

3. Workers' Compensation Policy (statutory workers' compensation coverage and employers liability)

- a. Extensions of coverage:
 - i. Other States endorsement
 - ii. Voluntary compensation, if exposure exists
 - iii. United States Longshoreman's and Harbor Worker's Act, if exposure exists
 - iv. Jones Act, if exposure exists
 - v. Thirty (30) day notice of cancellation, non-renewal or material change in coverage
 - vi. Amendment of notice of occurrence
- b. Specific waiver of subrogation in favor of the Landlord.
- c. Deductible or self-insured retention not to exceed:

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

EXHIBIT A-1
TO
STADIUM LEASE

DESCRIPTION OF UNION STATION TRACT

Being 18.4595 acres (804,098 square feet) of land consisting of portions of Jackson Street, Chenevert Street, Preston Avenue and Prairie Avenue, all of Blocks 102, 103, 104, 116, 117, 118, 162, 163, and Lots 6 thru 12, Block 164, South Side Buffalo Bayou (S.S.B.B.), an unrecorded subdivision located in the John Austin Survey, Abstract No. 1, the James Wells Survey, Abstract No. 832, and the John Holman Survey, Abstract No. 323, Harris County, Texas, 18.4595 acres of land being more particularly described as follows:

COMMENCING at a 3/4 inch iron rod (City of Houston Reference Rod No. 20) found for the centerline intersection of Crawford Street (80 feet wide) and Capitol Avenue (80 feet wide), from which point a 3/4 inch iron rod (City of Houston Reference Rod No. 4) found marking the intersection of the City of Houston Reference Line along Franklin Avenue, bears North 35 degrees 00 minutes 00 seconds East, 1,695.06 feet;

THENCE North 35 degrees 00 minutes 00 seconds East, along the centerline of said Crawford Street, a distance of 391.64 feet to a point in the northeast line of Texas Avenue (100 feet wide);

THENCE South 55 degrees 00 minutes 40 seconds East, a distance of 40.00 feet to a Brass Disk set for the most westerly corner of said Block 102 and POINT OF BEGINNING of the herein described tract;

THENCE North 35 degrees 00 minutes 00 seconds East, along the southeast line of said Crawford Street, a distance of 920.02 feet to a Brass Disk set in the southwest line of Congress Avenue (80 feet wide) for the most northerly corner of said Block 104 and most northerly corner of the herein described tract;

THENCE South 55 degrees 00 minutes 40 seconds East, along the southwest line of said Congress Avenue, a distance of 810.02 feet to a Brass Disk set for the most easterly corner of said Lot 11, Block 164, and most easterly corner of the herein described tract;

THENCE South 34 degrees 59 minutes 47 seconds West, along the southeast line of Lots 11 and 12, at a distance of 252.50 feet passing the northeast line of said Preston Avenue, a total distance of 332.50 feet to a Brass Disk set in the southwest line of said Preston Avenue for the most easterly corner of Lot 11, Block 163, S.S.B.B.;

THENCE South 55 degrees 00 minutes 40 seconds East, along the southwest line of said Preston Avenue, a distance of 100.15 feet to a Brass Disk set in the northwest line of Hamilton Street for the most easterly corner of said Block 163;

THENCE South 34 degrees 59 minutes 47 seconds West, along the northwest line of said Hamilton Street, a distance of 587.52 feet to a Brass Disk set in the northeast line of said Texas Avenue for the most southerly corner of said Block 162 and most southerly corner of the herein described tract;

THENCE North 55 degrees 00 minutes 40 seconds West, along the northeast line of said Texas Avenue, a distance of 910.22 feet to the POINT OF BEGINNING and containing 18.4595 acres or 804,098 square feet of land.

EXHIBIT A-2
TO
STADIUM LEASE

DESCRIPTION OF FIRST PARKING AREA

Being 3.3726 acres (146,908 square feet) of land consisting of a portion of Prairie Avenue and all of Blocks 172 and 173, South Side Buffalo Bayou (S.S.B.B.), an unrecorded subdivision located in the John Austin Survey, Abstract No. 1, the James Wells Survey, Abstract No. 832, and the John Holman Survey, Abstract No. 323, Harris County, Texas, said 3.3726 acres of land being more particularly described as follows:

COMMENCING at a 3/4 inch iron rod (City of Houston Reference Rod No. 20) found for the centerline intersection of Crawford Street (80 feet wide) and Capitol Avenue (80 feet wide), from which point a 3/4 inch iron rod (City of Houston Reference Rod No. 4) found marking the intersection of the City of Houston Reference Line along Franklin Avenue, bears North 35 degrees 00 minutes 00 seconds East, 1,695.06 feet;

THENCE North 35 degrees 00 minutes 00 seconds East, along the centerline of said Crawford Street, a distance of 391.64 feet to a point in the northeast line of Texas Avenue (100 feet wide);

THENCE South 55 degrees 00 minutes 40 seconds East, along the northeast line of said Texas Avenue, a distance of 1030.22 feet to a Brass Disk set in the southeast line of Hamilton Street (80 feet wide) for the most westerly corner of said Block 173 and POINT OF BEGINNING of the herein described tract;

THENCE North 34 degrees 59 minutes 47 seconds East, along the southeast line of said Hamilton Street, a distance of 587.52 feet to a Brass Disk set in the southwest line of Preston Avenue (80 feet wide) for the most northerly corner of said Block 172 and most northerly corner of the herein described tract;

THENCE South 55 degrees 00 minutes 40 seconds East, along the southwest line of said Preston Avenue, a distance of 250.03 feet to a Brass Disk set in the northwest line of Chartres Street (80 feet wide) for the most easterly corner of said Block 172 and most easterly corner of the herein described tract;

THENCE South 34 degrees 59 minutes 37 seconds West, along the northwest line of said Chartres Street, a distance of 587.52 feet to a Brass Disk set in the northeast line of said Texas Avenue for the most southerly corner of said Block 173 and the most southerly corner of the herein described tract;

THENCE North 55 degrees 00 minutes 40 seconds West, along the northeast line of said Texas Avenue, a distance of 250.06 feet to the POINT OF BEGINNING and containing 3.3726 acres or 146,908 square feet of land.

EXHIBIT A-3
TO
STADIUM LEASE

DESCRIPTION OF SECOND PARKING AREA

Being 3.3730 acres (146,928 square feet) of land consisting of a portion of Prairie Avenue and all of Blocks 184 and 185, South Side Buffalo Bayou (S.S.B.B.), an unrecorded subdivision located in the John Austin Survey, Abstract No. 1, the James Wells Survey, Abstract No. 832, and the John Holman Survey, Abstract No. 323, Harris County, Texas; said 3.3730 acres of land being more particularly described as follows:

COMMENCING at a 3/4 inch iron rod (city of Houston Reference Rod No. 20) found for the centerline intersection of Crawford Street (80 feet wide) and Capitol Avenue (80 feet wide), from which point a 3/4 inch iron rod (City of Houston Reference Rod No. 4) found marking the intersection of the City of Houston Reference Line along Franklin Avenue, bears North 35 degrees 00 minutes 00 seconds East, 1,695.06 feet;

THENCE North 35 degrees 00 minutes 00 seconds East, along the centerline of said Crawford Street, a distance of 391.64 feet to a point in the northeast line of Texas Avenue (100 feet wide);

THENCE South 55 degrees 00 minutes 40 seconds East, along the northeast line of said Texas Avenue, a distance of 1,360.28 feet to a Brass Disk set in the southeast line of Chartres Street (80 feet wide) for the most westerly corner of said Block 184 and POINT OF BEGINNING of the herein described tract;

THENCE North 34 degrees 59 minutes 37 seconds East, along the southeast line of said Chartres Street, a distance of 587.52 feet to a Brass Disk set in the southwest line of Preston Avenue (80 feet wide) for the most northerly corner of said Block 185 and most northerly corner of the herein described tract;

THENCE South 55 degrees 00 minutes 40 seconds East, along the southwest line of said Preston Avenue, a distance of 250.06 feet to a Brass Disk set in the northwest line of St. Emanuel Street (80 feet wide) for the most easterly corner of said Block 185 and most easterly corner of the herein described tract;

THENCE South 34 degrees 59 minutes 20 seconds West, along the northwest line of said St. Emanuel Street, a distance of 587.52 feet to a Brass Disk set in the northeast line of said Texas Avenue for the most southerly corner of said Block 184 and the most southerly corner of the herein described tract;

THENCE North 55 degrees 00 minutes 40 seconds West, along the northeast line of said Texas Avenue, a distance of 250.11 feet to the POINT OF BEGINNING and containing 3.3730 acres of 146,928 square feet of land.

EXHIBIT A-4
TO
STADIUM LEASE

DESCRIPTION OF THIRD PARKING AREA

Being 7.8227 acres (340,758 square feet) of land consisting of a portion of Prairie Avenue and Hutchins Street, all of Blocks 194, 195, 206, and 207, South Side Buffalo Bayou (S.S.B.B.), an unrecorded subdivision located in the John Austin Survey, Abstract No. 1, the James Wells Survey, Abstract No. 832, and the John Holman Survey, Abstract No. 323, Harris County, Texas, said 7.8227 acres of land being more particularly described as follows:

COMMENCING at a 3/4 inch iron rod (City of Houston Reference Rod No. 20) found for the centerline intersection of Crawford Street (80 feet wide) and Capitol Avenue (80 feet wide), from which point a 3/4 inch iron rod (City of Houston Reference Rod No. 4) found marking the intersection of the City of Houston Reference Line along Franklin Avenue, bears North 35 degrees 00 minutes 00 seconds East, 1,695.06 feet;

THENCE North 35 degrees 00 minutes 00 seconds East, along the centerline of said Crawford Street, a distance of 391.64 feet to a point in the northeast line of Texas Avenue (100 feet wide);

THENCE South 55 degrees 00 minutes 40 seconds East, along the northeast line of said Texas Avenue, a distance of 1,690.39 feet to a Brass Disk set in the southeast line of St. Emanuel Street (80 feet wide) for the most westerly corner of said Block 195 and POINT OF BEGINNING of the herein described tract;

THENCE North 34 degrees 59 minutes 20 seconds East, along the southeast line of said St. Emanuel Street, a distance of 587.52 feet to a Brass Disk set in the southwest line of Preston Avenue (80 feet wide) for the most northerly corner of said Block 194 and most northerly corner of the herein described tract;

THENCE South 55 degrees 00 minutes 40 seconds East, along the southwest line of said Preston Avenue, a distance of 580.03 feet to a Brass Disk set in the northwest line of Bastrop Street (80 feet wide) for the most easterly corner of said Block 207 and most easterly corner of the herein described tract;

THENCE South 34 degrees 59 minutes 45 seconds West, along the northwest line of said Bastrop Street, a distance of 587.52 feet to a Brass Disk set in the northeast line of said Texas Avenue for the most southerly corner of said Block 206 and the most southerly corner of the herein described tract;

THENCE North 55 degrees 00 minutes 40 seconds West, along the northeast line of said Texas Avenue, a distance of 579.96 feet to the POINT OF BEGINNING and containing 7.8227 acres of 340.758 square feet of land.

EXHIBIT B

PERMITTED ENCUMBRANCES

The following described Encumbrances to the extent and only to the extent the same are valid and subsisting and affect the applicable portions of the Tracts:

1. As to the portion of the Tracts described on Exhibits A-1 to the Stadium Lease and no other portion of the Tracts:
 - 1.1 The Mineral Reservation, according to the terms, conditions and stipulations defined and reserved in that certain Special Warranty Deed, dated October 15, 1997, executed by Houston Belt & Terminal Railway Company in favor of Harris County - Houston Sports Authority and filed of record under County Clerk's File No. S690091 in the Official Public Records of Real Property of Harris County, Texas.
 - 1.2 Temporary Public Utility Easement over (a) 1.6716 acres (72,816 square feet) of land consisting of a portion of Prairie Avenue, (b) 0.4645 of an acre (20,234 square feet) of land consisting of a portion of Jackson Street, (c) 1.0790 acres (47,002 square feet) of land consisting of a portion of Chenevert Street and (d) 0.4593 of an acre (20,006 square feet) of land consisting of a portion of Preston Avenue granted to The City of Houston by instrument dated October 12, 1997, filed of record under County Clerk's File No. S758764 in the Official Public Records of Real Property of Harris County, Texas, which easement terminates according to its terms no later than July 15, 1998.
 - 1.3 Temporary Public Utility Easement over (a) 0.6062 of an acre (26,406 square feet) of land consisting of a portion of Preston Avenue, (b) 0.4222 of an acre (18,391 square feet) of land consisting of a portion of Preston Avenue, (c) 0.4637 of an acre (20,200) square feet of land consisting of a portion of Jackson Street and (d) 0.4637 of an acre (20,200 square feet) of land consisting of a portion of Chenevert Street granted to The City of Houston by instrument dated December 30, 1997, filed of record under County Clerk's File No. S993396 in the Official Public Records of Real Property of Harris County, Texas, which easement terminates according to its terms no later than July 15, 1998.

2. As to the portion of the Tracts described on Exhibit A-2 to the Stadium Lease and no other portion of the Tracts:

- 2.1 The Mineral Reservation, according to the terms, conditions and stipulations defined and reserved in that certain Special Warranty Deed, dated October 15, 1997, executed by Houston Belt & Terminal Railway Company in favor of Harris County - Houston Sports Authority and filed of record under County Clerk's File No. S690091 in the Official Public Records of Real Property of Harris County, Texas.
- 2.2 A right-of-way easement over a 0.115 acre portion of Block 172, South Side of Buffalo Bayou (S.S.B.B.) granted to the State of Texas by instrument dated August 30, 1995, filed of record under County Clerk's File No. R620758 in the Official Public Records of Real Property of Harris County, Texas.
- 2.3 An easement and right-of-way for highway purposes in, along, upon and across two tracts of land containing 51,657 square feet and 39,979 square feet, respectively, granted to the State of Texas by instrument dated July 31, 1963, recorded in Volume 5321, Page 250 of the Deed Records of Harris County, Texas.
- 2.4 A Public Utility Easement over 0.4592 of an acre (20,004 square feet) of land consisting of a portion of Prairie Avenue granted to The City of Houston by instrument dated October 12, 1997, filed of record under County Clerk's File No. S758765 in the Official Public Records of Real Property of Harris County, Texas.

3. As to the portion of the Tracts described on Exhibit A-3 to the Stadium Lease and no other portion of the Tracts:

- 3.1 The Mineral Reservation, according to the terms, conditions and stipulations defined and reserved in that certain Special Warranty Deed, dated October 15, 1997, executed by Houston Belt & Terminal Railway Company in favor of Harris County - Houston Sports Authority and filed of record under County Clerk's File No. S690091 in the Official Public Records of Real Property of Harris County, Texas.
- 3.2 Public Utility Easement over 0.4593 of an acre (20,007 square feet) of land consisting of a portion of Prairie Avenue granted to The City of Houston by instrument dated October 12, 1997, filed of record under County Clerk's File No. S758765 in the Official Public Records of Real Property of Harris County, Texas.

4. As to the portion of the Tracts described on Exhibit A-4 to the Stadium Lease and no other portion of the Tracts:
- 4.1 The Mineral Reservation, according to the terms, conditions and stipulations defined and reserved in that certain Special Warranty Deed, dated December 18, 1997, executed by Burlington Northern Santa Fe Foundation in favor of Harris County-Houston Sports Authority and filed of record under County Clerk's File No. S782520 in the Official Public Records of Real Property of Harris County, Texas.
 - 4.2 The Mineral Reservation, according to the terms, conditions and stipulations defined and reserved in that certain Special Warranty Deed, dated December 16, 1997, executed by The Burlington Northern Santa Fe Railway Company in favor of Burlington Northern Santa Fe Foundation and filed of record under County Clerk's File No. S782519 in the Official Public Records of Real Property of Harris County, Texas.
 - 4.3 Temporary Public Utility Easement over (a) 0.4676 of an acre (20,368 square feet) of land consisting of a portion of Hutchins Street, (b) 0.4645 of an acre (20,234 square feet) of land consisting of a portion of Hutchins Street and (c) 1.0652 acres (46,400 square feet) of land consisting of a portion of Prairie Avenue granted to The City of Houston by instrument dated February 26, 1998, filed of record under County Clerk's File No. S993397 in the Official Public Records of Real Property of Harris County, Texas, which easement terminates according to its terms no later than July 15, 1998.

EXHIBIT C

Any work (including all labor, supplies, materials and equipment) reasonably necessary to repair, restore, refurbish, or replace any of the following described components of the Leased Premises:

COMPONENT	SCHEDULE	SPECIAL COMMENTS ON PHYSICAL OBsolescence
1. Ceilings (including acoustical ceiling tile)	7 years: replace	
2. Clock tower (clock)	10 years: replace	
3. Computer software and hardware for stadium systems (including HVAC Systems, scoreboards and signs, audio visual systems, turnstile systems, telephone communication systems, time and attendance systems)	7 years: replace scoreboards and signs and audio visual systems 20 years: replace turnstile systems, time and atten- dance systems	Physical Obsolescence of this component shall include Functional Obsolescence of this component
4. Interior finishes, fixtures, and other personalty that is both part of the Leased Premises and services Concession Improvements, but excluding any components described elsewhere in this <u>Exhibit C</u>	5 years: refurb- ished	
5. Carpeting (but excluding carpeting covered by items 40 or 42 of this <u>Exhibit C</u>)	7 years: replace	Capital Repair for Physical Obsolescence includes replacement of carpeting that wears out as a result of ordinary wear and tear with carpeting of similar quality.

COMPONENT	SCHEDULE	SPECIAL COMMENTS ON PHYSICAL OBsolescence
6. Concrete (including repair of cracked or disintegrated concrete, broken pipes or leaking roof or sections thereof due to settling or otherwise)	10 years: repair caulking & expansion joints 20 years: replace caulking & expansion joints	
7. Control valves	5 years: replace	
8. Diamond Vision, matrix boards, jumbotrons, etc. or similar items	8 years: replace	
9. Docks and loading platforms	7 years: replace	
10. Drainage/foundation dewatering and irrigation system (including pumps)	5 years : repair 10 years: replace	
11. Electrical power supply system and lighting control	10 years: replace	
12. Elevators, escalators and people movers	10 years: replace	
13. Fencing	10 years: replace	
14. Field maintenance equipment	10 years: replace	
15. Field wall and pads	7 years: replace	
16. Fire protection systems (including extinguishers, sprinklers, alarms, hoses and smoke detectors)	20 years: replace smoke detectors	
17. First aid equipment		
18. Flooring and vinyl base (but excluding any such components covered by items 40 or 42 of this <u>Exhibit C</u>)	7 years: replace	
19. Glass windows and doors and glass siding (including Repair due to settling)	10 years: replace	
20. HVAC Systems	10 years: replace air handlers and boilers	

COMPONENT		SCHEDULE	SPECIAL COMMENTS ON PHYSICAL OBsolescence
21.	Landscaping	7 years: replace	
22.	Lights for interior and exterior (excluding light bulb replacement other than field light bulbs), light standards and light fixtures (including emergency and field lighting)	20 years: replace fixtures 10 years: replace field lighting	
23.	Motors (except roof motors covered by Item 33 below)	5 years: replace	
24.	Stadium office interiors and finishes	7 years: replace	
25.	Ornamental or other architectural appointments	7 years: replace	
26.	Parking lots (including seal coat application and restriping)	7 years: replace	
27.	Playing Field (including sod) and related equipment	5 years: replace	
28.	Plumbing system (including all water pumps, pipes, joints, storm sewers, sanitary sewers, toilets, urinals, sinks, baby stations and drains)	10 years: replace plumbing fixtures and joints	
29.	Power wash equipment	5 years: replace	
30.	Protective materials' application and reapplication (including interior and exterior paint, sealant and waterproofing to all surfaces, including concrete and steel)	5 years: repaint interior walls 10 years: repaint steel and misc. metal	
31.	Pumps	10 years: replace	
32.	Retractable roof systems (including roof motors and wheels)	10 years: replace	
33.	Roofing membrane and sections (including Repair of leaks)	20 years: replace roofing membrane	
34.	Scoreboards and color boards	10 years: replace video board 20 years: replace scoreboard	

COMPONENT	SCHEDULE	SPECIAL COMMENTS ON PHYSICAL OBsolescence
35. Seats, seat covers and seating platforms, bleachers and risers	15 years: replace	
36. Security system (including cameras, alarms and video monitors)	10 years: replace	
37. Sidewalks and concourses		
38. Signs (including electronic signs), graphics, marquees and similar visual material (including directional and signs and or those required by law) (excluding third party advertising content)	20 years: replace graphics	
39. Sound system	20 years: replace	
40. Interiors, furniture, fixtures, equipment, and other personalty incorporated into the diamond club level, suite level or club level of the Stadium	5 years: refurbish and replace	
41. Structural beams and supports	10 years: repair caulking & expansion joints 20 years: replace caulking & expansion joints	
42. Interiors, furniture, fixtures, equipment, and other personalty incorporated into the team and visitor clubhouses, or umpire rooms in the Stadium	7 years: refurbish and replace	
43. Ticket booths and toll booths		
44. Trash disposers, chutes, containers and packers		
45. Turnstiles, gates and automatic parking equipment	10 years: replace	
46. TV monitors and broadcast cabling	10 years: replace monitors 20 years: replace cabling	

COMPONENT		SCHEDULE	SPECIAL COMMENTS ON PHYSICAL OBsolescence
47	Video replay system	6 years	
48.	Interior finishes for lobby areas of first floor and mezzanine area of second floor of Union Station Building	7 years: refurbish	

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

That [_____, a _____] ("Assignor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) in hand paid to Assignor by [_____, a _____] ("Assignee"), and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by Assignor, has **TRANSFERRED and ASSIGNED**, and by these presents does **TRANSFER and ASSIGN** unto the said Assignee all of Assignor's right, title and interest in, to and under the following:

1. The Stadium Lease Agreement dated June 17, 1998 by and between Houston McLane Company, Inc. ("HMC"), as Tenant, and Harris County-Houston Sports Authority (the "Sports Authority"), as Landlord (the "Stadium Lease");
2. The ARR Fund and Insurance Fund (as said terms are defined in the Stadium Lease);
3. The License Agreement dated June 17, 1998 by and between HMC, as Licensee, and the Sports Authority, as Licensor (the "License Agreement");
4. The Non-Relocation Agreement dated June 17, 1998 by and between HMC and the Sports Authority (the "Non-Relocation Agreement");
5. The Project Agreement dated June 17, 1998 by and between HMC and the Sports Authority (the "Project Agreement"); and
6. The Franchise (as said term is defined in the Non-Relocation Agreement).

ACCEPTANCE AND ASSUMPTION

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignee, Assignee hereby (i) agrees to be bound by all of the terms, conditions and provisions of the Stadium Lease, License Agreement, Project Agreement, and Non-Relocation Agreement and (ii) assumes full responsibility, on and after the Effective Date, for the performance of all the duties and obligations of Assignor under the Stadium Lease, License Agreement, Project Agreement, and Non-Relocation Agreement arising on and after the Effective Date.

ASSIGNEE'S REPRESENTATIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignee, Assignee hereby represents and warrants to Assignor and the Sports Authority, as of the Effective Date, as follows:

- (a) Assignee is a [_____] duly formed, valid existing, and in good standing under the laws of [_____], with all necessary constituent power and authority to carry on its present business and to enter into this Assignment and Assumption Agreement and consummate the transactions herein contemplated;
- (b) Neither the execution and delivery of this Assignment and Assumption Agreement by Assignee nor the performance by the Assignee of its obligations hereunder or under the Stadium Lease, License Agreement, Non-Relocation Agreement or Project Agreement will (i) violate any statute, rule, regulation, judgement, order, decree, stipulation, injunction, charge, or other restriction of any Governmental Authority (as said term is defined in the Stadium Lease) or court to which Assignee is subject or any provision of any charter or by-laws or constituent documents, as applicable, of Assignee or (ii) conflict with, result in a breach of, constitute default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest or other agreement to which Assignee is a party or by which Assignee or its assets are bound;
- (c) All proceedings required to be taken by or in behalf of Assignee to authorize Assignee to execute and deliver this Assignment and Assumption Agreement and to perform the covenants, obligations and agreement of Assignee hereunder have been duly taken. No consent to the execution or delivery of this Assignment and Assumption Agreement or the performance by Assignee of its covenants, obligations, and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative or administered body, Governmental Authority or any other Person, other than any such consent which has already been unconditionally given.
- (d) This Assignment and Assumption Agreement constitutes the valid and legally binding obligation of Assignee, enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of creditor's rights generally and by general principles of equity whether applied in any proceeding at law or in equity.

(e) There is no action, suit, claim, proceeding or investigation pending or to the Assignee's knowledge currently threatened against Assignee that questions the validity of this Assignment and Assumption Agreement or the transactions contemplated herein or that could either individually or in the aggregate have material adverse effect on the assets, conditions, affairs, or prospects of Assignee, financially or otherwise, or any change in the current equity ownership of Assignee, nor is Assignee aware that there is any basis for any of the foregoing.

(f) [There is no Controlling Person (as said term is defined in the Stadium Lease) of Assignee as of the Effective Date]. [Assignee has satisfied the Controlling Person Requirements (as said term is defined in the Stadium Lease)].

(g) Assignee satisfies the Financial Tests (as said term is defined in the Stadium Lease).

Further, Assignee agrees that in the event any of the express representations or warranties made in this Assignment and Assumption Agreement by Assignee shall be found to have been incorrect in any material respect when made, such circumstances shall constitute a "Tenant Default" under the Stadium Lease, a "Licensee Default" under the License Agreement, a "Houston McLane Default" under the Project Agreement and a "Houston McLane Default" under the Non-Relocation Agreement.

EXECUTED by Assignor as of [_____, _____] (the "Effective Date").

ASSIGNOR:

[_____]

By: _____

Name: _____

Title: _____

EXECUTED by Assignee as of the Effective Date.

ASSIGNEE:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT E

FORM OF MEMORANDUM OF LEASE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into effective as of the ____ day of _____, 1998, by and between **HARRIS COUNTY-HOUSTON SPORTS AUTHORITY** ("Landlord"), 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**, a Texas corporation ("Tenant").

RECITALS

A. Landlord and Tenant have entered into that certain Stadium Lease Agreement (the "Stadium Lease") dated effective as of _____, 1998, pursuant to which Landlord leased to Tenant and Tenant leased from Landlord the following (the "Leased Premises"):

- a. The real property located in Harris County, Texas described on Exhibits A-1, A-2, A-3 and A-4 attached hereto (collectively, the "Tracts");
- b. The Stadium, the Union Station Building, and all other improvements from time to time located on the Tracts and all appurtenances relating to any of the same;
- c. The FF&E;
- d. The Intellectual Property Rights (including an exclusive, royalty free license to use such Intellectual Property Rights);
- e. All air rights and air space above the Tracts;
- f. The right to utilize on an exclusive basis all improvements located beneath the Tracts; and
- g. Uninterrupted access to and egress from the Tracts, the Stadium, the Union Station Building, and any other improvements from time to time located on the Tracts.

B. Landlord and Tenant desire to execute this Memorandum to provide notice of Tenant's rights, titles and interest under the Stadium Lease and in and to the Leased Premises.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions and Usage. Unless the context shall otherwise require, capitalized terms used in this Memorandum shall have the meanings assigned to them in the Stadium Lease, which also contains rules as to usage that shall be applicable herein.

Section 2. Lease. The Leased Premises has been leased to Tenant pursuant to the terms and conditions of the Stadium Lease, which is incorporated by reference in its entirety in this Memorandum. In the event of any conflict or inconsistency between this Memorandum and the Stadium Lease, the Stadium Lease shall control.

Section 3. Term. The Landlord has leased the Leased Premises to Tenant for a term commencing at 12:01 a.m. on the first day of the first April following the Substantial Completion Date, or such earlier or later date as may be specified by Tenant in a written notice of exercise by Tenant of the Mid-Season Option or the Pre-Season Option, and ending, unless or sooner terminated in accordance with the provisions of the Stadium Lease, at 11:59 p.m. on the last day of the first March that is thirty (30) years after the commencement of the term. In addition, Tenant, at its option, may extend the Lease Term for up to two (2) consecutive periods of five (5) years each.

Section 4. Successors and Assigns. This Memorandum and the Stadium Lease shall bind and inure to the benefit of the Parties and their respective successors and assigns, subject however, to the provisions of the Stadium Lease regarding assignment.

IN WITNESS WHEREOF, this Memorandum has been executed by Landlord and Tenant
as of the date first above written.

LANDLORD:

**HARRIS COUNTY-HOUSTON SPORTS
AUTHORITY**

By: _____
Name: _____
Title: _____

TENANT:

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

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 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.

{SEAL}

Printed Name: _____
Notary Public in and for the
State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 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

{SEAL}

Printed Name: _____
Notary Public in and for the
State of Texas
My Commission Expires: _____