

HLSR RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS HLSR RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of May 17, 2001 by and among **HARRIS COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas (the "**County**"), **HARRIS COUNTY SPORTS & CONVENTION CORPORATION**, a Texas public non-profit corporation organized pursuant to Subchapter D, Texas Transportation Corporation Act, TEX. TRANSP. CODE ANN. § 431.101 *et seq.* and TEX LOC. GOV'T CODE ANN. § 394.001 *et seq.* (the "**Corporation**") and **HOUSTON LIVESTOCK SHOW AND RODEO, INC.**, a Texas non-profit corporation (the "**Rodeo**"). The County, the Corporation and the Rodeo are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

Recitals

- A. The County is or may become the owner of the real property situated in Harris County, Texas more particularly described on Exhibit "A" attached hereto, together with all improvements located thereon, all appurtenances thereto and all rights, titles and interests associated therewith, which includes, but is not limited to, the land, improvements and facilities commonly known as the Astrodome, Astrohall and Astroarena, and which also includes the Additional Parking Land, Landlord's Land and the Rodeo Land (all of the foregoing collectively referred to herein as the "**Astrodomain Complex**").
- B. Pursuant to the terms of that certain Second Amended and Restated Lease Agreement between the County and the Corporation dated April 7, 1999, the County has leased to the Corporation the Astrodomain Complex and other tangible and intangible property as more particularly described therein (the "**Corporation Lease**").
- C. The County and the Corporation have amended the Corporation Lease pursuant to the terms of that certain First Amendment to Second Amended and Restated Lease Agreement by and between the County and the Corporation dated effective as of May 17, 2001 (the "**First Amendment**"; the Corporation Lease and the First Amendment being collectively referred to herein as the "**Base Lease**").
- D. The Corporation and the Rodeo have entered into that certain HLSR Stadium Lease Agreement dated effective as of May 17, 2001 (as it may be amended, supplemented, modified, renewed or extended from time to time, the "**Stadium Lease**") with respect to the Astrodomain

Complex, including the project currently known as "**The Harris County Stadium**" and certain other tangible and intangible property as more particularly described in the Stadium Lease.

E. The Corporation and the Rodeo have entered into that certain HLSR 2001 Amendment to Lease Agreement dated effective as of May 17, 2001 (the "**Amendment**") which amended the Rodeo's existing lease of the Astrodome Complex, such lease being more particularly described on **Exhibit "B"** attached hereto (as amended by the Amendment and as may be amended, supplemented, modified, renewed or extended from time to time, the "**Existing Lease**").

F. The Corporation and the Rodeo have also entered into the other Principal Project Documents described in the Stadium Lease.

G. The County has agreed to enter into this Agreement in order to induce the Rodeo and the Corporation to enter into the Stadium Lease, the Amendment and the other Principal Project Documents.

Agreement

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 all of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

Article 1

Definitions and Rules of Usage

Section 1.1 Stadium Lease Definitions. Capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Stadium Lease.

Section 1.2 Agreement Definitions.

"**Agreement**" shall mean this HLSR Recognition, Non-Disturbance and Attornment Agreement.

"**Amendment**" shall have the meaning ascribed to that term in the Recital E above.

"**Astrodome Complex**" shall have the meaning ascribed to that term in the Recital A above.

"**Base Lease**" shall have the meaning ascribed to that term in the Recital C above.

"**Bond Insurance Period**" shall have the meaning ascribed to that term in the Stadium Lease.

"Bond Insurer" shall have the meaning ascribed to that term in the Stadium Lease.

"Commissioners Court" means the Harris County Commissioners Court, Harris County, Texas.

"Condemnation Award" shall have the meaning ascribed to that term in the Stadium Lease and the Existing Lease, collectively.

"Corporation" shall have the meaning ascribed to that term in the opening paragraph of this Agreement.

"County" shall have the meaning ascribed to that term in the opening paragraph of this Agreement.

"County Condemnation Award" is defined in Section 4.2.3 hereof.

"Existing Lease" shall have the meaning ascribed to that term in Recital E above.

"Landlord Default" shall have the meaning ascribed to that term in the Stadium Lease and the Existing Lease, collectively.

"Landlord's Condemnation Award" shall have the meaning ascribed to that term in the Stadium Lease and the Existing Lease, collectively.

"Leased Premises" shall have the meaning ascribed to that term in the Stadium Lease and the Existing Lease, collectively.

"Leasehold Estate" shall have the meaning ascribed to that term in the Stadium Lease and the Existing Lease, collectively.

"Lien" shall have the meaning ascribed to that term in the Stadium Lease and the Existing Lease, collectively.

"Party or Parties" shall have the meaning ascribed to those terms in the opening paragraph of this Agreement.

"Permitted Encumbrance" shall have the meaning ascribed to that term in the Stadium Lease and the Existing Lease, collectively.

"Principal Project Documents" shall have the meaning ascribed to the term in the Stadium Lease.

"Rodeo" shall have the meaning ascribed to that term in the opening paragraph of this Agreement.

"Rodeo Lease" shall mean the Stadium Lease and the Existing Lease, collectively.

"Space Tenants" shall have the meaning ascribed to that term in the Stadium Lease and the Existing Lease, collectively.

"Stadium Lease" shall have the meaning ascribed to that term in the Recital D above.

"Substantially All of the Improvements" shall have the meaning ascribed to that term in the Stadium Lease and the Existing Lease, collectively.

"Tenant Default" shall have the meaning ascribed to that term in the Stadium Lease and the Existing Lease, collectively.

"Tenant's Self-Help Rights" shall have the meaning ascribed to that term in the Stadium Lease and the Existing Lease, collectively.

Section 1.3 Usage. The rules as to usage provided for in Appendix B of the Stadium Lease shall be incorporated herein by reference as if fully set forth in this Agreement.

Article 2

Consent to Principal Project Documents and Amendments to Base Lease

Section 2.1 Consent to Principal Project Documents. The County hereby consents to the Corporation's execution and delivery of the Principal Project Documents and the performance by the Corporation of all of its obligations under the Principal Project Documents. The County agrees that under the terms of the Base Lease, the Corporation has the full right and authority to enter into the Principal Project Documents and perform all of its obligations under the Principal Project Documents.

Section 2.2 Correction of Disparity between Base Lease and Principal Project Documents. In the event that the Corporation has granted any rights or assumed any obligations under the Principal Project Documents that the Corporation does not have the right, title, interest or authority to grant or assume under the Base Lease, the County hereby grants and conveys such right, title, interest or authority to the Corporation in order to effectuate the terms of the Principal Project Documents. Accordingly, the County and the Corporation hereby agree that the Base Lease shall automatically be amended, without any further action on the part of the County or the Corporation being required, to provide for the foregoing.

Section 2.3 Amendments.

2.3.1 Base Lease. The Rodeo acknowledges that the County and the Corporation have the right to amend the Base Lease as provided by the terms contained therein. However, notwithstanding the foregoing, the County and the Corporation covenant and agree that they will not

amend or modify the Base Lease in any manner that would adversely affect or diminish the Rodeo's or, during the Bond Insurance Period, the Bond Insurer's rights, titles or interests under any of the Principal Project Documents or the Rodeo's use, occupancy or enjoyment of the Leased Premises as contemplated under the Principal Project Documents.

2.3.2 Rodeo Lease. The County acknowledges that the Rodeo and the Corporation have the right to amend the Rodeo Lease as provided by the terms contained therein. However, notwithstanding the foregoing, the Rodeo and the Corporation acknowledge that any portion of any such amendment that has a material adverse affect on the County's rights, titles, interests or obligations under this Agreement or the Principal Project Documents shall be null and void with respect to the County, and not with respect to the Corporation, unless the County shall have consented to such amendment.

Article 3

Recognition, Non-Disturbance and Attornment

Section 3.1 Notice of Event of Default and Termination.

3.1.1 Event of Default. The County hereby agrees that it will deliver a copy of (i) the written notice described in Section 8.01 of the Base Lease to the Rodeo and, during the Bond Insurance Period, the Bond Insurer and (ii) any other notice of an Event of Default (under Section 8.01 of the Base Lease) each within three (3) business days of the delivery of same to the Corporation.

3.1.2 Termination. The County further agrees that it will give the Rodeo thirty (30) days written notice prior to any termination of the Base Lease.

Section 3.2 Recognition.

3.2.1 Termination, Surrender or Re-entry. Upon any termination or surrender of the Base Lease, or exercise by the County of any right of re-entry or other remedy under the Base Lease, (i) the County will recognize the Rodeo as Tenant under the Rodeo Lease, Rodeo and Tenant under the Stadium Tri-Party Agreement and as Licensee under the Rodeo License Agreement and recognize all of the rights, titles and interests of the Rodeo under the Principal Project Documents, (ii) except as provided otherwise in this Agreement, the County shall be bound to the Rodeo as Landlord under the Rodeo Lease and the Stadium Tri-Party Agreement and as Licensor under the License Agreement as if the County were the Landlord and Licensor thereunder from the effective date of each instrument and (iii) the County will assume and perform all of the duties and obligations of the Corporation under all of the Principal Project Documents as if the County were an original party thereto on the effective date of each such instrument.

3.2.2 Exclusive Right to Exhibit; Joinder in Injunction. The County covenants and agrees to be bound by and adhere to the terms of Section 2.4 of the Rodeo Lease regardless of whether it

is Landlord under the Rodeo Lease. Further, the County hereby recognizes the right of the Rodeo to seek an injunction under Section 2.4 of the Rodeo Lease to enforce the provisions of such sections. In the event that the joinder of the County is necessary in order to institute, maintain or enforce such injunctive proceedings, the County agrees to cooperate with the Rodeo as is reasonably necessary, at the Rodeo's sole cost and expense, to afford the Rodeo the full rights and privileges granted to the Rodeo in Section 2.4 of the Rodeo Lease.

Section 3.3 Non-Disturbance. So long as no Tenant Default has occurred and is continuing under the Rodeo Lease (beyond the term of any cure period provided in the Rodeo Lease) at the time of any termination or surrender of the Base Lease, or exercise by the County of any right of re-entry or other remedy under the Base Lease, the County covenants and agrees that upon any such event, the Rodeo's possession and use of the Leased Premises and the Rodeo's rights and privileges under the Rodeo Lease and the other Principal Project Documents, or any extensions or renewals thereof which may be effected in accordance with any option granted therein, shall not be diminished or interfered with by the County, and the Rodeo's occupancy of the Leased Premises shall not be disturbed during the term of the Rodeo Lease or any renewal thereof.

Section 3.4 Attornment. Upon any termination of the Base Lease, the Rodeo agrees to recognize and attorn to the County as Landlord under the Rodeo Lease, and the Parties agree that the Principal Project Documents shall continue in full force and effect as direct agreements, in accordance with the terms contained therein, between the County and the Rodeo.

Section 3.5 Further Documentation. The provisions of this Article 3 shall be effective and self-operative without any need for the County or the Rodeo to execute any further documentation. However, upon the receipt of written request, the County or the Rodeo shall confirm the provisions of this Article 3 in writing to the requesting Party within fifteen (15) days of receipt of such written request.

Article 4

Representations, Warranties, Covenants and Waivers

Section 4.1 Representations and Warranties.

4.1.1 Mutual. Each Party hereto hereby represents to the other Party hereto that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations under this Agreement; (ii) the execution and delivery hereof and the performance by such Party 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 such Party is a party or by which such Party or its assets are bound; and (iii) this Agreement constitutes the valid and legally binding obligation of such Party, 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.

4.1.2 Title to Property. The County represents and warrants that the County is the fee simple owner of the Property (as defined in the Base Lease) free and clear of all Liens (other than the Permitted Encumbrances) and has the full right and authority to enter into the Base Lease and grant the rights and privileges granted to the Corporation under the Base Lease and this Agreement.

Section 4.2 Covenants of the County and Corporation.

4.2.1 Liens.

(a) Rodeo Lease and Base Lease Superior. The County covenants and agrees that for so long as the Rodeo Lease is in full force and effect, (i) the Corporation's and Rodeo's leasehold interests in, and other rights to, the Leased Premises arising under the Base Lease and the Rodeo Lease respectively shall be senior and prior to any Lien (other than the Permitted Encumbrances) existing, created or arising in connection with the Leased Premises or any portion thereof and that any Lien placed or suffered by the County covering the County's interest in the Leased Premises shall be expressly subject and subordinate in any and all respects to the Base Lease, the Rodeo Lease and this Agreement, all of the obligations of the County and the Corporation thereunder and hereunder, and all of the rights, titles, interests and estates of the Rodeo (and those claiming by, through and under the Rodeo, including Space Tenants) created or arising under the Rodeo Lease or this Agreement; (ii) any judicial or non-judicial foreclosure sales under any such Liens and any conveyances in lieu of foreclosure under any such Liens shall constitute a Landlord Transfer that is subject to the terms and conditions of Section 15.5 of the Stadium Lease; and (iii) the Rodeo's rights, titles and interests under all other Principal Project Documents shall be senior and prior to any Liens arising by, through or under the County.

(b) Facility Mortgage Non-Disturbance Agreements. The County may grant Liens against or with respect to its interest in the Leased Premises to secure debt; *provided, however,* that clauses (i), (ii) and (iii) of Section 4.2.1(a) hereof are fully complied with and further that contemporaneously with granting any such Lien, the County will cause the beneficiary of any such Lien to enter into an agreement for the benefit of the Rodeo in substantially the same form as a Facility Mortgage Non-Disturbance Agreement, which shall include, at a minimum, the requirements contained in Section 16.1 of the Stadium Lease.

4.2.2 Termination Based Upon the Action of the County or a County Affiliate.

(a) Rodeo Lease. In the event any action by the County or a County Affiliate results in a termination of the Stadium Lease pursuant to Section 14.2.1 of the Stadium Lease, the County covenants and agrees that (i) the County shall promptly

pay to the Sports Authority the amount of the outstanding Public Debt of the Sports Authority related to the Stadium and promptly pay to the Bond Insurer the amount of any unsatisfied reimbursement obligations of the Sports Authority to the Bond Insurer related to the Public Debt for the Stadium and (ii) the County, the Astrodomain Complex and all County Affiliates shall continue to be bound by the terms of Section 2.4 of the Stadium Lease (other than the Exclusivity Abatement Right and the Exclusivity Termination Right), as if such provision were fully incorporated herein and a direct agreement between the County and Rodeo, for a period of seven (7) years from the date upon which the Stadium Lease terminates.

(b) Existing Lease. In the event any action by the County or a County Affiliate results in a termination of the Existing Lease pursuant to Section 14.2.1 of the Existing Lease, the County covenants and agrees that the County, the Astrodomain Complex and all County Affiliates shall continue to be bound by the terms of Section 2.4 of the Existing Lease (other than the Exclusivity Abatement Right and the Exclusivity Termination Right), as if such provision were fully incorporated herein and a direct agreement between the County and the Rodeo, for a period of (7) years from the date upon which the Existing Lease terminates.

4.2.3 Third Party Condemnation. The County covenants and agrees that in the event of (i) a Condemnation Action (or conveyance in lieu of a Condemnation Action) as to the Leased Premises, or any portion thereof, under which a Person other than the County or a County Affiliate is the condemning authority and (ii) the County is not the Landlord under the Stadium Lease or the Existing Lease, whether by operation of this Agreement or otherwise, then the County will contribute the entire amount of any condemnation award paid to the County for the portion of the Leased Premises for which the County is not the Landlord (the "County Condemnation Award") to the Landlord under the Stadium Lease or Existing Lease and authorize the Landlord to use the County Condemnation Award such that it shall constitute a part of Landlord's Condemnation Award in accordance with the terms of the Stadium Lease or the Existing Lease, as applicable. Further, the Corporation covenants and agrees that any County Condemnation Award so received by the Corporation from the County shall be considered a part of Landlord's Condemnation Award under the terms of the Rodeo Lease.

4.2.4 Self-Help Remedy. The Corporation covenants and agrees that in the event that the Rodeo shall (i) exercise Tenant's Self-Help Rights, or any similar rights, under the Rodeo Lease and (ii) be entitled to a reimbursement from the Corporation pursuant to the provisions of the Rodeo Lease, the Corporation shall reimburse the Rodeo in accordance with the terms of the Rodeo Lease from the revenues of the Corporation first and from any revenues or funds received from the County last, to the extent possible.

Section 4.3 Waivers of Immunity. To the fullest extent allowable under applicable law and subject to the terms and conditions of this Agreement, each of the Parties unconditionally and irrevocably waives any and all rights of sovereign immunity which it now has or may acquire in the

future regarding any Actions, Proceedings or liability arising out of this Agreement or the Principal Project Documents.

Article 5

Miscellaneous Provisions

Section 5.1 Notices. All notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this Agreement shall be given in writing to such Party at the address set forth in this Section 5.1 or at such other address as such Party shall designate by written notice to the other Parties to this Agreement and may be (i) sent by registered or certified U.S. Mail with return receipt requested, (ii) delivered personally (including delivery by private courier services) or (iii) sent by telecopy (with confirmation of such notice) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (i) three (3) Business Days after posting if mailed as provided, (ii) when delivered by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day or (iii) in the case of telecopy (with confirmation of such notice), when sent, so long as it was received during normal Business Hours of the receiving Party on a Business Day and otherwise such delivery shall be deemed to be made as of the next succeeding Business Day. Each Party hereto shall have the right at any time and from time to time to specify additional Parties ("Additional Addressees") to whom notice thereunder must be given, by delivering to the other Parties 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.

All notices to the County shall be sent to:

Harris County, Texas
1001 Preston, 6th Floor
Houston, Texas 77002
Attention: Clerk of Commissioners Court
Facsimile Number: (713) 755-4977

with copies of all notices to the County being sent to:

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

All notices to the Corporation shall be sent to:

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

with copies of all notices to the Corporation being sent to:

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

All notices to the Rodeo shall be sent to:

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

with copies of notice to the Rodeo being sent to:

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

and

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

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

Section 5.2 Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Agreement, or the application of such term or provision to the Persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties to this Agreement hereby waive any provision of law that renders any provision thereof prohibited or unenforceable in any respect.

Section 5.3 Entire Agreement, Amendment and Waiver. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only (i) by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought and (ii) with the written consent of the Bond Insurer if such amendment, supplement, waiver or modification is made or given during the Bond Insurance Period. Any required consent of the Bond Insurer shall not be unreasonably withheld.

Section 5.4 Incorporation of Exhibits. All Exhibits attached to this Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 5.5 Headings. The headings of the various articles, sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 5.6 Parties in Interest; Limitation on Rights of Others. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Agreement. Notwithstanding the foregoing, during the Bond Insurance Period, the Bond Insurer shall be a third-party beneficiary of this Agreement.

Section 5.7 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

Section 5.8 Governing Law. THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (EXCLUDING PRINCIPLES OF CONFLICT OF LAWS).

Section 5.9 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof.

Section 5.10 Covenants Running with the Estates in Land. The Parties hereto covenant and agree that all of the conditions, covenants, restrictions, exclusives, agreements, rights, privileges, obligations, duties, specifications and recitals contained in this Agreement except as otherwise expressly stated herein, shall be construed as covenants running with title to the Leased Premises, and the leasehold estate and all rights, titles and interests granted under the Rodeo Lease, respectively, which shall extend to, inure to the benefit of and bind, the County, the Corporation and the Rodeo, and their permitted successors and assigns, to the same extent as if such successors and assigns were named as original parties to this Agreement, such that this Agreement 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.

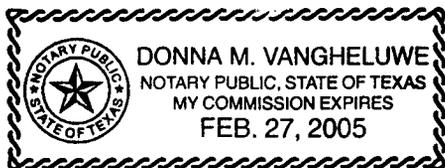
Section 5.11 Funding and Damages Limitation. It is to the utmost essence of this Agreement that the provisions of this Section 5.11 shall prevail over any term of this Agreement which might be interpreted to the contrary. It is understood and agreed that the County has no current funds set aside for satisfying any obligation under this Agreement. The County shall not have any monetary liability to any Party hereto for the County's failure to expend any funds, except to the extent that current funds are set aside for such monetary obligation by the Commissioners Court and the County Auditor certifies that such funds are available for such monetary obligation; *provided, however*, that any failure by the County to expend such funds shall not excuse the County from performing its obligations under this Agreement or the Principal Project Documents (other than a suit for monetary damages in excess of such funds set aside and unexpended), including any right of termination or offset.

[SIGNATURE PAGE FOLLOWS]

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 9, 2001 by Robert Eckels, Judge of Harris County, a body corporate and politic under the laws of the State of Texas, on behalf of said county.

{SEAL}

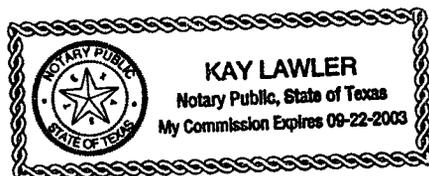


Donna M. VanGheluwe
Printed Name: DONNA M. VANGHELUWE
Notary Public in and for the
State of Texas
My Commission Expires: 2/27/05

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 14, 2001 by Michael Surface, Chairman of Harris County Sports & Convention Corporation, a Texas public non-profit corporation, on behalf of said corporation.

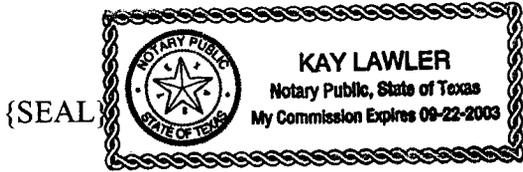
{SEAL}



Kay Lawler
Printed Name: KAY LAWLER
Notary Public in and for the
State of Texas
My Commission Expires: 09-22-03

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 10, 2001 by P. Michael Wells, President of Houston Livestock Show and Rodeo, Inc., a Texas non-profit corporation, on behalf of said corporation.



Kay Lawler
Printed Name: KAY LAWLER
Notary Public in and for the
State of Texas
My Commission Expires: 09-22-03

EXHIBIT "A"

Astrodomain Complex Legal Description (including the Additional Parking Land, the Rodeo Land and Landlord's Land)

Tract 1 (Astrodomain Proper)

Being a tract or parcel of land containing 262.5667 acres (11,437,405 square feet) situated in the J. Walters Survey, Abstract 874, and the P.W. Rose Survey, Abstract 645, City of Houston, Harris County, Texas, same being a portion of that certain land obtained by the County of Harris in deeds recorded in Volume 4541, Page 125 of the Harris County Deed Records (H.C.D.R.) Volume 5097, Page 190 H.C.D.R., Volume 4579, Page 411 H.C.D.R. and Volume 4669, Page 42 H.C.D.R., being more particularly described as follows with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.99988156:

COMMENCING at City of Houston Survey Marker No. 5354-0103 (X-3, 139,188.01; Y-688,207.06 located at the Southeast corner of the intersection of Kirby Dr. with the North feeder road for Interstate 610 from which City of Houston Survey Marker No. 5354-0303 bears North 83° 46' 20" East, 1535.63 feet;

THENCE, North 27° 18' 42" East, 61.45 feet to a 3/4 inch iron rod (X-3,139,216.20, Y-688,261.65 found for the most Easterly cutback corner at the intersection of the Easterly right of way (R.O.W.) line of Kirby Drive (varying width) for the POINT OF BEGINNING.

THENCE, along said cutback North 48° 27' 34" West, 34.89 feet to a 5/8 inch iron rod set for the most Northerly cutback corner in the Easterly R.O.W. line of said Kirby Drive;

THENCE, North 02° 27' 41" West, 221.33 feet to a found 3/4 inch iron rod;

THENCE, North 04° 59' 06" West, 229.96 feet to a found 3/4 inch rod;

THENCE, North 02° 27' 41" West, a distance of 1525.00 feet to a set 5/8 inch iron rod;

THENCE, North 03° 14' 11" West, 2169.69 feet to a 5/8 inch iron rod set for the Northwest corner of said 262.5667 acre tract same being the Southwest corner of Plaza Del Oro Section Two, per the map recorded in Volume 182, Page 70 of the Harris County Map Records (H.C.M.R.)

THENCE, North 87° 19' 09" East (called North 87° 22' 06" East) along the line common to the Northerly line of said 262.5667 acre tract, the Southerly line of said Plaza Del Oro Section Two, the Southerly R.O.W. Line of North Stadium Drive, per the deed recorded in Volume 4581, Page 359 H.C.D.R., the Southerly line of Plaza Del Oro Section One, per the map recorded in Volume 175, Page 117 E.C.M.R. and the Southerly R.O.W. line of Old Main Street (65 feet wide), at 1425.37 feet pass the most Westerly Southeast corner common to said Plaza Del Oro Section Two and said North Stadium Drive, at 1510.37 feet pass the most Easterly Southwest corner common to said North

Stadium Drive and said Plaza Del Oro Section One, at 2420.96 feet pass a 5/8 inch rod found for the corner common to said Plaza Del Oro Section One and said Old Main Street, in all a total distance of 2518.74 feet to a 5/8 inch iron rod set in the Southeasterly R.O.W. line of said Old Main Street;

THENCE, North 45° 39' 11" East, along the line common to a Northwesterly line of said 262.5667 acre tract, and the Southeasterly R.O.W. line of said Old Main St. a distance of 95.33 feet to a point for corner, at the Northwest corner of a proposed 1.4953 acre landscape area;

THENCE, South 46° 12' 35" East along said West line of the proposed landscape area a distance of 181.14 feet to a point for an angle to the right;

THENCE, South 03° 00' 15" East, a distance of 286.00 feet to a point for corner;

THENCE, North 87° 59' 45" East, a distance of 102.52 feet to a point for corner in the West right of way line of Fannin Street;

THENCE, South 02° 27' 41" East, 49.51 feet to a found 3/4 inch iron rod;

THENCE, South 04° 13' 34" East, a distance of 478.96 feet to a found 3/4 inch iron rod;

THENCE, South 02° 27' 41" East, a distance of 2317.60 feet to a set five-eighths inch iron rod;

THENCE, South 00° 30' 34" West, 354.52 feet to a set 5/8 inch iron rod;

THENCE, South 02° 27' 41" East, 56.25 feet to a set 5/8 inch iron rod;

THENCE, South 03° 14' 17" West, 100.50 feet to a found 1/2 inch iron rod;

THENCE, South 02° 27' 41" East, 120.00 feet to a fence post;

THENCE, South 15° 29' 25" West, 38.55 feet to a found 1/2 inch iron rod;

THENCE, South 44° 29' 20" West, 34.51 feet to a 1/2 inch iron rod found in the Northerly R.O.W. line of said South Loop;

THENCE, South 74° 40' 30" West along said R.O.W. line, 531.03 feet to a 5/8 inch iron rod set for the beginning of a tangent curve to the right;

THENCE, 1078.44 feet Southwesterly along the arc of said curve to the right (Radius-5554.58 feet, Central Angle = 11° 07' 27"), Chord = South 80° 14' 13" West, 1076.74 feet to a 5/8 inch iron rod found for the point of tangency;

THENCE, South 85° 47' 57" West, a distance of 1119.70 feet to the POINT OF BEGINNING and containing 262.5667 acres of land.

Tract 2 (Landlord's Practice Facilities Land and Landlord's Land)

Being 17.091 acres of land in the P. W. Rose Survey, A-645 and the J. Hamilton Survey, A-887, Harris County, Texas and being the same land described as Tract B in that Special Warranty Deed from Elizabeth Kirby Cohn to RES Astrodome Properties Limited, dated August 1, 1990 and recorded in Harris County Clerk's File No. N210953; said 17.091 acres being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the intersection of the south right-of-way line of McNee Road and the west right-of-way line of Kirby Drive;

THENCE, S 03° 43' 37" E, along said west right-of-way line, a distance of 894.04 feet to a 5/8 inch iron rod found for the northerly corner of the northwest cut-back corner at the intersection of said Kirby Drive and Murworth Street;

THENCE, S 43° 56' 44" W, a distance of 13.89 feet to a point on the north right-of-way line of said Murworth Street for the west corner of said cut-back corner, an "X" in concrete was found S 75° 32' 01" W, a distance of 0.96 feet;

THENCE, Westerly, along said north right-of-way line and a curve to the right with a radius of 1877.36 feet, a central angle of 10° 30' 23", a chord which bears N 87° 22' 33" W - 343.77 feet, for an arc length of 344.25 feet to the point of tangency on said north right-of-way line, a 5/8 inch iron rod was found S 15° 37' 40" E, a distance of 0.74 feet;

THENCE, N 82° 09' 02" W, continuing along said north right-of-way line, a distance of 167.60 feet to the point of curvature of a curve to the left, a 5/8 inch iron rod was found N 86° 56' 35" E, a distance of 0.10 feet;

THENCE, Westerly, continuing along said north right-of-way line along said curve to the left with a radius of 2324.33 feet, a central angle of 08° 42' 40", a chord which bears N 86° 27' 08" W - 353.05 feet, for an arc length of 353.39 feet to a 5/8 inch iron rod set for the point of compound curvature;

THENCE, Westerly, continuing along said north right-of-way line with a curve to the left having a radius of 5827.08 feet, a central angle of 00° 16' 41", a chord which bears S 88° 59' 41" W - 28.28 feet, for an arc length of 28.28 feet to a 5/8 inch iron rod set on said north right-of-way line for the east corner of the northeast cut-back corner at the intersection of said Murworth Street and Lantern Point Drive;

THENCE, N 51° 30' 54" W, a distance of 15.84 feet to a 5/8 inch iron rod set on the east right-of-way line of said Lantern Point Drive for the north corner of said cut-back corner;

THENCE, N 02° 48' 22" W, along said east right-of-way line, a distance of 37.83 feet to the point of curvature of a curve to the left, a 5/8 inch iron rod was found N 18° 44' 17" W, a distance of 0.38 feet;

THENCE, Northerly, continuing along said east right-of-way line and said curve to the left with a radius of 439.13 feet, a central angle of 19° 08' 41", a chord which bears N 12° 22' 43" W - 146.05 feet, for an arc distance of 146.73 feet to the point of tangency, a 5/8 inch iron rod was found N 07° 30' 24" E, a distance of 0.24 feet;

THENCE, N 21° 47' 44" W, continuing along said east right-of-way line, a distance of 272.63 feet to the point of curvature of a curve to the right, a 5/8 inch iron rod was found S 18° 16' 13" E, a distance of 0.81 feet;

THENCE, Northerly, continuing along said east right-of-way line and with said curve to the right with a radius of 385.00 feet, a central angle of 54° 25' 46", a chord which bears N 05° 15' 50" E - 352.14 feet, for an arc length of 365.74 feet to a 5/8 inch iron rod found on said east right-of-way line and in the southwest line of a called 10.73 acre tract described in that certain Special Warranty Deed dated May 23, 1988 from Comvest Corporation, Trustee to McNee Investment Corporation and recorded under Harris County Clerk's File No. L710425;

THENCE, S 57° 29' 29" E, along said southwest line, a distance of 498.60 feet to a 5/8 inch iron rod found for the southwest corner of said called 10.73 acre tract;

THENCE, N 87° 01' 09" E, along the south line of said called 10.73 acre tract, a distance of 55.06 feet to a 5/8 inch iron rod set for the southeast corner of said called 10.73 acre tract;

THENCE, N 15° 11' 13" E, a distance of 358.54 feet to a 5/8 inch iron rod found on the south right-of-way line of said McNee Road;

THENCE, Easterly, along said south right-of-way line and a non-tangent curve to the left having a radius of 1081.74 feet, a central angle of 18° 44' 43", a chord which bears S 84° 16' 36" E - 352.34 feet, for an arc length of 353.91 feet to a 5/8 inch iron rod found for the point of tangency;

THENCE, N 86° 21' 02" E, continuing along said south right-of-way line, a distance of 36.20 feet to the POINT OF BEGINNING and containing 744,467 square feet or 17.091 acres of land.

Tract 3 (Landlord's Land)

Being 20.611 acres of land in the P. W. Rose Survey, A-645, and the James Hamilton Survey, A-887, Harris County, Texas and being the same land as described as Tract C in that Special Warranty Deed from Elizabeth Kirby Cohn to RES Astrodome Properties Limited dated August 01, 1990 and recorded in Harris County Clerk's File Number N-210953, said property being bounded by Kirby Drive, Murworth Street, Westridge Street and Lantern Point Drive; said 20.611 acres being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found on the west right-of-way line of said Kirby Drive at the south end of a cut-back at the southwest corner of the intersection of said Murworth Street and said Kirby Drive;

THENCE, S 03° 13' 28" E, along said west right-of-way line, a distance of 930.58 feet to a concrete nail found for the north end of a cut-back at the northwest corner of the intersection of said Kirby Drive and said Westridge Street;

THENCE, S 43° 27' 36" W, a distance of 13.76 feet to a 5/8 inch iron rod found for the south end of said cut-back on the north right-of-way line of said Westridge Street;

THENCE, S 89° 09' 01" W, along said north right-of-way line, a distance of 895.44 feet to a 5/8 inch iron rod found on said north right-of-way line for the south end of a cut-back at the northeast corner of the intersection of said Westridge Street and said Lantern Point Drive;

THENCE, N 46° 40' 57" W, a distance of 14.33 feet to a 5/8 inch iron rod found for the north end of said cut-back on the east right-of-way line of said Lantern Point Drive;

THENCE, N 02° 48' 22" W, along said east right-of-way line, a distance of 1003.14 feet to a 5/8 inch iron rod found on said east right-of-way line for the south end of a cut-back at the southeast corner of the intersection of said Lantern Point Drive and said Murworth Street;

THENCE, N 43° 24' 48" E, a distance of 13.87 feet to a 5/8 inch iron rod found for the north end of said cut-back on the south right-of-way line of said Murworth Street;

THENCE, Easterly, along said south right-of-way line on a curve to the right with a radius of 5762.08 feet, a central angle of 00° 16' 41", a chord which bears N 88° 59' 41" E - 27.96 feet, for an arc distance of 27.96 feet to a 5/8 inch iron rod found for a point on a non-tangent curve to the right;

THENCE, Easterly, continuing along said south right-of-way line on a curve to the right with a radius of 2259.33 feet, a central angle of 08° 42' 34", a chord which bears S 86° 27' 05" E - 343.11 feet, for an arc distance of 343.44 feet to a 5/8 inch iron rod found for a point of non-tangency;

THENCE, S 82° 09' 02" E, continuing along said south right-of-way line, at 152.15 feet pass a 5/8 inch iron rod found on line, in all a distance of 167.63 feet to a point on said south right-of-way line for a point of non-tangent curve to the left;

THENCE, Easterly, along said south right-of-way line on a curve to the left with a radius of 1942.36 feet, a central angle of 10° 30' 23", a chord which bears S 87° 22' 33" E - 355.67 feet, for an arc distance of 356.17 feet to a 5/8 inch iron rod found for a point on said south right-of-way line for the north end of said cut-back at the intersection of said Murworth Street and said Kirby Drive;

THENCE, S 48° 16' 21" E, a distance of 14.34 feet to the POINT OF BEGINNING and containing 20.611 acres of land.

Tract 4 (Additional Parking Land)

Being 12.833 acres in the P.W. Rose Survey, A-645 and the J. Hamilton Survey, A-887, Harris County, Texas and being the same land described as Tract A in that Special Warranty Deed from Elizabeth Kirby Cohn to RES Astrodome Properties Limited, dated August 1, 1990 and recorded in Harris County Clerk's File No. N210953; said 12.833 acres being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found on the southeast right-of-way line of Main Street, said iron rod being N 32° 12' 08" E - 394.04 feet from a 3/8 inch iron rod found at the northeast corner of the intersection of said Main Street and Murworth Street;

THENCE, N 32° 26' 14" E, along said southeast right-of-way line, a distance of 123.07 feet to a 5/8 inch iron rod set in said southeast right-of-way line for the southwest corner of a called 5.4187 acre tract described in that certain Warranty Deed with Vendor's Lien dated August 29, 1981 from South Main Lodge Company to Affiliated Motel Investors and recorded under Harris County Clerk's File No. H125544;

THENCE, N 86° 58' 25" E, along the south line of said called 5.4187 acre tract, a distance of 999.14 feet to a 1/2 inch iron pipe found for the southeast corner of said called 5.4187 acre tract;

THENCE, N 57° 45' 19" W, along the northeast line of said called 5.4187 acre tract, a distance of 413.54 feet to a 5/8 inch iron rod set in said northeast line for the south corner of a tract of land described in that certain Warranty Deed dated June 11, 1984 from Chin-Chia Lin, Trustee to Kenneth Wu, Trustee and recorded under Harris County Clerk's File No. J604990;

THENCE, N 32° 14' 41" E, along the southeast line of said Kenneth Wu tract, a distance of 202.15 feet to a 5/8 inch iron rod set for the east corner of said Kenneth Wu tract;

THENCE, N 57° 45' 19" W, along the northeast line of said Kenneth Wu tract, a distance of 399.57 feet to a 1/2 inch iron rod found on said southeast right-of-way line for the north corner of said Kenneth Wu tract;

THENCE, N 32° 35' 59" E, along said southeast right-of-way line, a distance of 189.75 feet to a 1/2 inch iron pipe found for the west corner of a called 0.3587 acre tract described in that certain Warranty Deed with Vendor's Lien dated July 22, 1992 from R S Properties, Inc. to Pacific Financial, Inc. and recorded under Harris County Clerk's File No. N836602;

THENCE, S 57° 32' 27" E, along the southwest line of said called 0.3587 acre tract, a distance of 124.88 feet to a 1/2 inch iron rod found for the south corner of said called 0.3587 acre tract;

THENCE, N 32° 11' 03" E, along the southeast line of said called 0.3587 acre tract, a distance of 125.36 feet to a 5/8 inch iron rod found on the southwest line of a called 10.730 acre tract described in that certain Special Warranty Deed dated May 23, 1988 from Comvest Corporation to McNee Investment Corporation, Trustee and recorded under Harris County Clerk's File No. L710425 for the

east corner of said called 0.3587 acre tract;

THENCE, S 57° 35' 43" E, along the southwest line of said called 10.730 acre tract, a distance of 831.00 feet to a point on said southwest line and the west right-of-way line of Lantern Point Drive for the point of curvature of a curve to the left, a 5/8 inch iron rod was found S 27° 00' 10" E, a distance of 0.36 feet;

THENCE, Southerly, along said west right-of-way line and said curve to the left with a radius of 465.00 feet, a central angle of 54° 25' 46", a chord which bears S 05° 15' 50" W - 425.31 feet, for an arc distance of 441.74 feet to the point of tangency on said west right-of-way line, a 5/8 inch iron rod was found S 21° 45' 06" E, a distance of 1.70 feet;

THENCE, S 21° 47' 44" E, along said west right-of-way line, a distance of 272.63 feet to the point of curvature of a curve to the right, a bent 5/8 inch iron rod was found N 36° 56' 36" E, a distance of 0.50 feet;

THENCE, Southerly, along said west right-of-way line and said curve to the right with a radius of 359.13 feet, a central angle of 19° 08' 41", a chord which bears S 12° 22' 43" E - 119.44 feet, for an arc distance of 120.00 feet to a 5/8 inch iron rod set for the point of tangency;

THENCE, S 02° 48' 22" E, along said west right-of-way line, a distance of 46.34 feet to a point on an existing water valve for the intersection of said west right-of-way line and the north right-of-way line of said Murworth Street;

THENCE, Westerly, along a non-tangent curve to the left with a radius of 5827.08 feet, a central angle of 00° 00' 35", a chord which bears S 87° 56' 49" W - 1.00 feet, for an arc distance of 1.00 feet to a 5/8 inch iron rod set in said north right-of-way line;

THENCE, N 02° 48' 22" W, parallel with the west right-of-way line of said Lantern Point Drive, a distance of 46.33 feet to a 5/8 inch iron rod set for the point of curvature of a curve to the left;

THENCE, Northwesterly, along said curve to the left with a radius of 358.25 feet, a central angle of 90° 13' 13", a chord which bears N 47° 54' 59" W - 507.61 feet, for an arc distance of 564.11 feet to the point of tangency, a 5/8 inch iron rod was found S 86° 58' 25" W, a distance of 0.31 feet;

THENCE, S 86° 58' 25" W, parallel with the south line of said 5.4187 acre tract, a distance of 1171.60 feet to the POINT OF BEGINNING and containing 558,988 square feet or 12.833 acres of land.

Tract 5 (Additional Parking Land)

Being 0.024 acre of land in the J. Hamilton Survey, A-887, Harris County, Texas and being the same land described as Tract D in that Special Warranty Deed from Elizabeth Kirby Cohn to RES Astrodome Properties Limited, dated August 1, 1990 and recorded in Harris County Clerk's File No. N210953; said 0.024 acres being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the intersection of the south right-of-way line of Murworth Street and the west right-of-way line of Lantern Point Drive;

THENCE, S 02° 48' 22" E, along said west right-of-way line, a distance of 1021.90 feet to a 5/8 inch iron rod set for the intersection of said west right-of-way line and the north right-of-way line of Westridge Street;

THENCE, S 89° 09' 01" W, along said north right-of-way line, a distance of 1.00 feet to a 5/8 inch iron rod set for the southeast corner of a called 0.970 acre tract described in that certain Deed and Conveyance dated September 12, 1984 from Castle of Houston Partnership, Ltd. to St. Catherine's Montessori, Inc. and recorded under Harris County Clerk's File No. J704308;

THENCE, N 02° 48' 22" W, parallel with said west right-of-way line, a distance of 1021.88 feet to a 5/8 inch iron rod set on the south right-of-way line of said Murworth Street for the northeast corner of a called 0.9733 acre tract described as Tract II in that certain Substitute Trustee's Deed from Albert L. Bacarisse, Substitute Trustee to Downey Savings and Loan Association as recorded under Harris County Clerk's File No. P436291;

THENCE, Easterly, along said south right-of-way line with a non-tangent curve to the right having a radius of 5762.08 feet, a central angle of 00° 00' 36", a chord which bears N 87° 57' 20" E - 1.00 feet, for an arc distance of 1.00 feet to the POINT OF BEGINNING and containing 1022 square feet or 0.024 acre of land.

Tract 6 (Additional Parking Land)

Being a tract or parcel containing 6.7033 acres (291,997 square feet) of land situated in the P.W. Rose Survey, Abstract Number 645, Harris County, Texas being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the southeast right-of-way line of U.S. Highway 90A (South Main Street) (width varies) as described in the deed recorded in Volume 1177, Page 507, of the Harris County Deed Records and the southwest right-of-way line of McNee Street (80 feet wide) as described in the deeds recorded in Volume 1185, Page 62 of the Harris County Deed Records and under Harris County Clerk's File Numbers K787409 and L274573;

THENCE, South 57°07'00" East, along said southwest right-of-way line, a distance of 150.00 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the northeast corner and PLACE OF BEGINNING of the herein described tract from which a found 5/8-inch iron rod bears North 31°59" East, 0.34 feet;

THENCE, South 57°07'00" East, continuing along said southwest right-of-way line, at a distance of 76.99 feet pass a found 5/8-inch iron rod, at a distance of 476.36 feet pass a found 5/8-inch iron rod and continuing along said southwest right-of-way line for a total distance of 796.30 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking an angle point of the herein

described tract common with the north corner of the southwest right-of-way cutback line at the intersection of said McNee Street and Lantern Point Drive (80 feet wide) as described in the deed recorded under Harris County Clerk's File Number K785287;

THENCE, South 12°07'00" East, along said southwest right-of-way cutback line, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking an angle point of the herein described tract common with the south corner of said cutback line from which a found 5/8-inch iron rod bears South 86°59' East 0.72 feet;

THENCE, South 32°53'00" West, along the northwest right-of-way line of said Lantern Point Drive, a distance of 315.00 feet to a 5/8-inch iron rod found marking the east corner of the 12.833 acre tract as described in the deed recorded under Harris County Clerk's File Number R028450 common with the south corner of the herein described tract;

THENCE, North 57°7'00" West, along the northeast line of said 12.833 acre tract and then along the northeast line of the 0.3587 acre tract as described in the deed recorded under Harris County Clerk's File Number N836802, a distance of 956.30 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set in the aforesaid southeast right-of-way line of U.S. Highway 90A marking the west corner of the herein described tract;

THENCE, North 32°53'00" East, along said southeast right-of-way line, a distance of 200.00 feet to an axle found marking the west corner of the 18,760 square foot tract as described in the deed recorded under Harris County Clerk's File Number M741010 common with the northwest corner of the herein described tract;

THENCE, South 57°07'00" East, along the southwest line of said 18,760 square foot tract, a distance of 150.00 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking an interior corner of the herein described tract, from which a found 1-inch iron pipe bears South 67°15' East, 0.72 feet;

THENCE, North 32°53'00" East, along the southeast line of said 18,760 square foot tract, a distance of 125.00 feet to the PLACE BEGINNING and containing 6.7033 acres, (291,997 square feet) of land.

Tract 7 (Rodeo Land)

A tract or parcel of land containing 7.366 acres out of the Prentice W. Rose Survey, Abstract No. 645, Harris County, also being a portion of the 13.0367 acre Estate of Arnett C. Smith, et al tract, as recorded in Volume 5006, Page 469 and Volume 1394, Page 118 of the Harris County Deed Records (H.C.D.R.), said 7.366 acre tract being more particularly described by metes and bounds as follows: (The basis of bearing for this description is the call SOUTH 57 degrees 07 minutes 28 seconds EAST for the southerly line of the Main/OST, Ltd. Parcel, as recorded under Clerk's File No. L293449 of the Official Public Record of Real Property of Harris County (O.P.R.R.P.H.C.))

BEGINNING at a 5/8-inch iron rod found at the intersection of the west right-of-way line of Kirby Drive, (100 feet wide), recorded under Clerk's File No. B445532 of the O.P.R.R.P.H.C. and the northerly right-of-line of McNee Street (80 feet wide) as recorded in Volume 4607, Page 339 of the H.C.D.R., being the southeast corner of the herein described tract;

THENCE SOUTH 86 degrees 48 minutes 40 seconds WEST, 36.07 feet along said northerly line of McNee Street to a 5/8-inch iron rod found at a point of curvature and a southerly corner of the herein described tract;

THENCE WESTERLY along a curve to the right and said northerly line of McNee Street through a central angle of 36 degrees 05 minutes 00 seconds to an axle found at a southerly corner of the herein described tract, said curve having a radius of 1,001.00 feet, an arc length of 630.40 feet, and a long chord bearing NORTH 75 degrees 08 minutes 50 seconds WEST, 620.04 feet;

THENCE NORTH 57 degrees 06 minutes 20 seconds WEST, 444.87 feet along said northerly line of McNee Street to a 5/8-inch iron rod found at the southwesterly corner of the herein described tract;

THENCE NORTH 32 degrees 51 minutes 01 seconds EAST, 348.43 feet along the easterly line of the 2.94610 acre Ernest A. Mitschke tract, as recorded under Clerk's File No. G357660 of the O.P.R.R.P.H.C. to the northwest corner of the herein described tract;

THENCE SOUTH 57 degrees 07 minutes 28 seconds EAST, 965.11 feet along the southerly line of the Main/OST, Ltd. Parcel, being the residue of the 13.0367 acre tract, as recorded under Clerk's File No. L293449 of the O.P.R.R.P.H.C., to the northeasterly corner of the herein described tract;

THENCE SOUTH 03 degrees 11 minutes 20 seconds EAST, 106.10 feet along said west line of Kirby Drive to an easterly corner of the herein described tract;

THENCE WEST, 58.67 feet to an easterly interior corner of the herein described tract;

THENCE SOUTH, 20.00 feet to an easterly interior corner of the herein described tract;

THENCE EAST, 59.79 feet to an easterly interior corner of the herein described tract;

THENCE SOUTH 03 degrees 11 minutes 20 seconds EAST, 41.51 feet along said west line of Kirby Drive to the POINT OF BEGINNING, containing 7.366 acres of land. (Reference is made to the above description on Drawing C-632 in the office of S & V Surveying, Inc.)

Tract 8 (Tenant's Practice Facilities Land)

Being a tract or parcel containing 3.8604 acres (168,161 square feet) of land situated in the P.W. Rose Survey, Abstract Number 645, Harris County, Texas, and being out of and a portion of the 0.4277 acre tract as described in the deed to Comvest Corporation, Trustee, recorded under Harris

County Clerk's File Number K787409 and being all of the 0.2191 acre tract as described in the deed to Comvest Corporation, Trustee, recorded under Harris County Clerk's File Number L274573; said 3.8604 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the southeast right-of-way line of U.S. Highway 90A (South Main Street) (width varies) as described in the deed recorded in Volume 1177, Page 507, of the Harris County Deed Records and the southwest right-of-way line of McNee Street (80 feet wide) as described in the deeds recorded in Volume 1185, Page 62 of the Harris County Deed Records and under Harris County Clerk's File Numbers K787409 and L274573;

THENCE, South 57°07'00" East, along said southwest right-of-way line, a distance of 1,046.30 feet to a 5/8-inch iron rod found marking the east corner of the southeast right-of-way cutback line at the aforesaid intersection of McNee Street and Lantern Point Drive common with the PLACE OF BEGINNING of the herein described tract;

THENCE, South 57°07'00" East, continuing along said southwest right-of-way line, a distance of 104.40 feet to a 1-inch iron pipe found marking a point on a curve to the left, from which a found 5/8-inch iron rod bears North 27°13' East, 0.08 feet and a found 5/8-inch iron rod bears North 37°50' East, 0.35 feet;

THENCE, in a southeasterly direction, an arc distance of 327.40 feet, continuing along said southwest right-of-way line and said curve to the left, having a central angle of 17°18'31", a radius of 1,083.77 feet and a chord which bears South 65°48'13" East, 326.15 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the east corner of the herein described tract, from which a found 5/8-inch iron rod bears South 15°33'42" West, 0.54 feet;

THENCE, South 15°33'42" West, along a northwesterly line of the 17.091 acre tract as described in the deed recorded under Harris County Clerk's File Number R028450, a distance of 359.03 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set in an interior line of the aforesaid 10.730 acre tract marking the southeast corner of the herein described tract common with an angle corner of the aforesaid 17.091 acre tract;

THENCE, South 87°23'00" West, along said interior line, a distance of 54.27 feet to a 3/4-inch iron pipe found marking the southwest corner of said 10.730 acre tract common with an interior corner of said 17.091 acre tract and the southwest corner of the herein described tract, from which a found 5/8-inch iron rod bears South 70°56" East, 0.59 feet, and a found 5/8-inch iron rod bears North 85°04' West, 1.28 feet;

THENCE, North 57°07'00" West, along a northeasterly line of said 17.091 acre tract, a distance of 499.52 feet to a 5/8-inch iron rod found in the southeast right-of-way line of said Lantern Point Drive marking the north corner of said 17.091 acre tract common with the west corner of the herein described tract;

THENCE, North 32°53'00" East, along said southeast right-of-way line, a distance of 315.00 feet to a 5/8-inch iron rod found marking the west corner of said southeast right-of-way cutback line;

THENCE, North 77°53'00" East, along said southeast right-of-way cutback line, a distance of 14.14 feet to the PLACE OF BEGINNING and containing 3.8604 acres (168,161 square feet) of land.

EXHIBIT "B"

Existing Lease

1. Memorandum of Agreement dated March 5, 1964 by and between the Houston Sports Association, Inc., a Texas corporation ("HSA") and Tenant and approved by the County, a certified copy of said instrument being filed for record on November 10, 1992 under Clerk's file No. N950789 of the Real Property Records of Harris County, Texas.
2. Supplement to Memorandum of Agreement dated April 13, 1964 by and between HSA and the County and joined in by Tenant, a certified copy of said instrument being filed for record on November 10, 1992 under Clerk's File No. N950790 of the Real Property Records of Harris County, Texas.
3. Letter Agreement dated August 17, 1967 by and between HSA and Tenant.
4. Letter Agreement dated February 13, 1969 between HSA and Tenant.
5. Letter Agreement dated April 10, 1974 between Astrodome-Astrohall Stadium Corporation, a Texas corporation and successor in interest to HSA ("AASC") and Tenant.
6. Commissioners Court Order Relating to Various Facilities at Stadium Park dated November 14, 1974, a certified copy of said instrument being filed for record on November 10, 1992 under Clerk's File No. N950791 of the Real Property Records of Harris County, Texas.
7. Second Supplement to Memorandum of Agreement dated November 14, 1974 by and between AASC and Tenant and joined in by the County, a certified copy of said instrument being filed for record on November 10, 1992 under Clerk's File No. N950791 of the Real Property Records of Harris County, Texas.
8. Third Supplement to Memorandum of Agreement dated November 14, 1974 by and between AASC and Tenant and joined in by the County, a certified copy of said instrument being filed for record on November 10, 1992 under Clerk's File Nos. N950791 and N950792 of the Real Property Records of Harris County, Texas.
9. Letter Agreement dated January 19, 1981 between HSA and Tenant.
10. Letter Agreement dated December 5, 1988 between Tenant and the County.
11. Agreement dated February 14, 1989 by and between the County and Tenant.
12. Agreement dated November 21, 1989 by and between the County and Tenant.
13. Agreement dated July 16, 1992 by and between Tenant and HSA.

14. Letter Agreement dated March 6, 1996 by and between Tenant and Houston McLane Company, Inc., a Texas corporation ("McLane").
15. Third Amendment to Restated Lease and Amendments dated May 7, 1996 by and among the County, Astrodome U.S.A., a division of McLane and a Texas corporation ("AUSA"), HSA, AASC and Tenant, a copy of said instrument being filed for record on May 16, 1996 under Clerk's File No. R928153 of the Real Property Records of Harris County, Texas..
16. Agreement dated October 8, 1996 by and between Tenant and McLane d/b/a AUSA.