
HLSR STADIUM LEASE AGREEMENT

by and between

HARRIS COUNTY SPORTS & CONVENTION CORPORATION,
as Landlord,

and

HOUSTON LIVESTOCK SHOW AND RODEO, INC.,
as Tenant

The Harris County Stadium
Houston, Texas

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HLSR STADIUM LEASE AGREEMENT

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

RECITALS

A. Landlord leases the Astrodome Complex and the Additional Parking Land, among other property, from the County pursuant to the Prime Lease.

B. The project known as "The Harris County Stadium" includes the design, development, construction and furnishing of the Stadium pursuant to the Project Agreement, the lease and use thereof by Tenant pursuant to this Stadium Lease and the other Principal Project Documents and the operation thereof by Landlord pursuant to this Stadium Lease and the other Principal Project Documents.

C. In conjunction with the timely design, development, construction and furnishing of the Stadium pursuant to the Project Agreement and in light of the required use thereof by Tenant, Tenant desires to lease the Leased Premises from 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, the Parties do hereby agree as follows:

ARTICLE 1

GENERAL LEASE TERMS; REPRESENTATIVES OF THE PARTIES

Section 1.1 Definitions. Unless the context otherwise requires, capitalized terms used in this Stadium Lease have the meanings set forth on Appendix A attached hereto or otherwise assigned to them in this Stadium Lease.

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

Section 1.3 Landlord Representative. On or before thirty (30) days after the Effective Date, Landlord shall designate an individual to be the Landlord Representative (the "**Landlord Representative**") and provide Tenant and, during the Bond Insurance Period, Bond Insurer with written notice of the identity of the individual so designated. Landlord shall have the right, from time to time, to change the Landlord Representative by giving Tenant and, during the Bond Insurance Period, Bond Insurer 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 an individual responsible for such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Landlord Representative on behalf of Landlord shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Stadium Lease or the other Principal Project Documents, 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 1.4 Tenant Representative. On or before thirty (30) days after the Effective Date, Tenant shall designate an individual to serve as the Tenant Representative (the "**Tenant Representative**") and provide Landlord and, during the Bond Insurance Period, Bond Insurer with written notice of the individual so designated. Tenant shall have the right, from time to time, to change the Tenant Representative by giving Landlord and, during the Bond Insurance Period, Bond Insurer 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 an individual responsible for such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Tenant Representative on behalf of Tenant shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Stadium Lease or the other Principal Project Documents, 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.

2.1.1 Grant of Leased Premises. In consideration of and subject to the covenants, agreements, and conditions set forth herein and in the other Principal Project Documents, Landlord does hereby lease, let, demise and rent unto Tenant, and Tenant does hereby lease and rent from Landlord, the following (collectively, together with all property leased, let, demised or rented

under Section 2.1.2, the "**Leased Premises**") on Tenant Event Days and for Booked Tenant Non-Events, each in accordance with this Stadium Lease and the Stadium Tri-Party Agreement:

- (a) The Stadium (excluding the NFL Club's Facilities and Landlord's Facilities)
- (b) The Complex Grounds;
- (c) The Landlord's FF&E;
- (d) The Intellectual Property Rights, including an exclusive, royalty free license to use such Intellectual Property Rights;
- (e) All air rights and air space above the Stadium and the Complex Grounds;
- (f) The right to utilize all improvements located beneath the Stadium and Complex Grounds; and
- (g) Uninterrupted access to and egress from the Stadium and the Complex Grounds.

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

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

2.1.3 No Warranty of Title. Without limiting or reducing any of Landlord's covenants contained in Section 2.2 or Section 2.3 of this 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 and Acceptance; Covenant of Quiet Enjoyment.

2.2.1 Delivery of Possession and Acceptance. Landlord covenants and warrants that it is the owner of a leasehold estate in the Leased Premises pursuant to a grant directly from the only fee simple owner thereof. Landlord further covenants and warrants that on the Commencement Date, Landlord will deliver to Tenant (i) exclusive possession and occupancy of Tenant's Facilities, the Joint Club/Rodeo Store (except that it shall be on a joint basis with the NFL Club as co-tenant during the term of the NFL Club Lease) and Tenant's Parking Spaces on and subject to the terms and conditions set forth in this Stadium Lease and in the other Principal Project Documents and (ii) possession and occupancy of the remainder of the Leased Premises if, as and when required under the terms of this Stadium Lease and the other Principal Project Documents. As and when so delivered, the Leased Premises shall be (i) in First Class Condition and (ii) subject only to the Permitted Encumbrances, any Encumbrances arising by, through or under Tenant and the terms of the Principal Project Documents. For purposes of this Section 2.2.1 only, the Leased Premises shall be deemed to be in a First Class Condition on the Commencement Date if the Leased Premises are constructed and delivered to Tenant in accordance with the terms of the Project Agreement and this Stadium Lease. The foregoing shall not require Landlord to repair or clean any conditions caused by occupancy of any of the Leased Premises prior to the Commencement Date by Tenant pursuant to the Project Agreement or this Stadium Lease. Only when the Landlord has made all of such deliveries to Tenant in accordance with this Section 2.2.1 shall Tenant be deemed to have accepted delivery of any of the Leased Premises. Tenant shall have the right to obtain a title insurance policy insuring its Leasehold Estate and any right of reversion in or to the Rodeo Land at Tenant's expense. Landlord shall not permit or allow any renewal, modification, extension, amendment or supplement of any Permitted Encumbrance throughout the Lease Term without the prior written approval of Tenant, which approval shall not be unreasonably withheld.

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

Section 2.2.2 shall only apply to the extent that Landlord has the right and power as of the Effective Date to make such covenant.

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

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

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

The foregoing is not intended as a grant of a right to use the Leased Premises on any dates other than Tenant Event Days and those days on which Tenant Non-Events are Booked in accordance with the terms of this Stadium Lease and the other Principal Project Documents. In addition, Landlord, the County and any County Affiliate each agrees that it will not enter into a lease or other contractual arrangement with any other Person for, or that allows, the exhibition or conducting of Restricted Events at the Astrodome Complex, the Stadium or the Complex Grounds during the Lease Term. For purposes of this Stadium Lease and having no legal effect other than with respect to this Stadium Lease and the Principal Project Documents, (i) events that include the presentation of, or any competition involving, bull riding, saddle or bare-back bronc riding, timed roping of cattle, chuck wagon races, barrel racing, team penning of cattle, steer wrestling/bull dogging and events on or with animals that are scored based on time will be deemed to have a "rodeo-like component," (ii) except as provided in the next succeeding clause (iii) hereof, events that include the exhibition or holding of any livestock or equestrian event or competition, including an event in which domesticated animal that are ordinarily raised on farms or ranches, or kept for profit, are exhibited, shown in competition or used in competition shall be deemed to have a "livestock or equestrian component," and (iii) the following components of an event will not be considered to be a "livestock or equestrian

component": (a) events in which animals compete and are judged strictly on the basis of their confirmation or athletic ability, such as events similar to the Pin Oak Charity Horse Show and (b) the exhibition, whether as part of a competition or otherwise, of canines or felines. The hereinabove stated provisions of this Section 2.4 shall constitute restrictive covenants which run with and bind the Leased Premises, including the Astrodomain Complex, the Stadium and the Complex Grounds during the entire Lease Term and Tenant shall be deemed the beneficiary of the aforesaid restrictive covenants.

Notwithstanding anything to the contrary contained in this Stadium Lease or the other Principal Project Documents, Tenant's sole and exclusive remedy for any violation of this Section 2.4 by Landlord, County or any County Affiliate, shall be as follows: (a) the right to obtain an injunction prohibiting any such violation, (b) for so long as any such violation exists, the continuing rights (i) to abate all payments (excluding the Guaranteed Payment) to be paid under this Stadium Lease and any other payments under any of the other Principal Project Documents (the "**Exclusivity Abatement Right**") or (ii) to terminate this Stadium Lease and the other Principal Project Documents (other than the Existing Rodeo Lease unless permitted pursuant thereto and except the obligation of Tenant to pay the Guaranteed Payments in accordance with this Stadium Lease and the other Principal Project Documents) (the "**Exclusivity Termination Right**") and (c) subject to Section 18.9, sue Landlord, the County or any County Affiliate for damages, including lost Net Revenues incurred as a direct result of such violation. In connection with any injunction proceedings, Tenant shall also have the right to require Landlord, the County or any County Affiliate, as the case may be, to join in any such injunction proceeding, to the extent any of them are a necessary party to obtain injunctive relief. If Tenant exercises its Exclusivity Termination Right, notwithstanding any other provisions of this Stadium Lease or the Principal Project Documents, Tenant shall then (i) be free, at its sole option, to relocate the Spring Rodeo and Rodeo Festival, or any portion thereof, to any other location whether within or outside the limits of Harris County without any accountability or liability to Landlord or any Person whomsoever and (ii) be deemed released from all obligations under this Stadium Lease and the Principal Project Documents, except the obligation to pay the Guaranteed Payment as if this Stadium Lease and the Principal Project Documents had not been terminated as a result of Tenant's exercise of the Exclusivity Termination Right.

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

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

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

Section 2.5 Right to Use.

2.5.1 Year-Round Use. Tenant will have exclusive use of Tenant's Facilities, the Joint Club/NFL Store (except that it shall be on a joint basis with the NFL Club as co-tenant during the term of the NFL Club Lease) and Tenant's Parking Spaces and the Intellectual Property Rights attendant thereto, at all times during the Lease Term, subject only to the provisions of this Stadium Lease and the other Principal Project Documents. Tenant shall also have uninterrupted access to such areas of the Leased Premises (including ingress and egress) on a year-round basis, as shall be reasonably necessary to use and enjoy Tenant's Facilities, the Joint Club/Rodeo Store and Tenant's Parking Spaces as permitted or allowed under this Stadium Lease and the Stadium Tri-Party Agreement.

2.5.2 Use During Certain Periods.

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

discretion, it being understood by the Parties that as of the Effective Date it is anticipated that the roof will be closed at all times during the Spring Rodeo in order to allow for the installation and use of the Sound Baffles in the Stadium.

2.5.2.2 Tenant Non-Events.

(a) Use. At any time during the Lease Term, but subject to the provisions of this Stadium Lease, including Section 2.5.2, and the other Principal Project Documents (the following collectively being "**Tenant Non-Events**"), (a) Tenant, and any Affiliate of Tenant controlled by Tenant, shall have the right to use and occupy the Stadium (excluding the Business Center and the NFL Club's Facilities) for membership, committee, board and staff meetings, functions and banquets (i) having up to five hundred (500) attendees with no limits on the number of events per year other than the Booking requirements set forth herein and (ii) having between five hundred (500) attendees and one thousand two hundred (1,200) attendees on no more than five (5) occasions in any calendar year ("**Tenant Incidental Events**"), (b) Suite licensees shall have the right (by, through and under Tenant's rights in this Stadium Lease and the other Principal Project Documents) to use and occupy their respective Suites and (c) Suite licensees and Stadium sponsors shall have the right (by, through and under Tenant's rights in this Stadium Lease and the other Principal Project Documents) to use and occupy the Club Level (the foregoing paragraphs (b) and (c) collectively being "**Patron Incidental Events**"). Subject only to the rights of Landlord and the NFL Club to conduct Landlord Events, NFL Club Events and NFL Club Tenant Non-Events, respectively, previously Booked for the same time, Tenant shall be entitled to Book any such Tenant Non-Event by notifying Landlord in writing of such Tenant Non-Event within ninety (90) days prior to the date thereof or such longer period as mutually agreed between the Parties and the NFL Club.

(b) Tenant Incidental Event Costs and Revenues. Tenant shall (i) have the right to occupy the Stadium (excluding the Business Center), or portion thereof Booked, for Tenant Incidental Events without charge other than reimbursement as provided herein of Landlord's actual and reasonable expenses (including Utilities but excluding Landlord Staffing) directly caused by such use and occupancy and (ii) be permitted to sell admission tickets to attendees of any Tenant Incidental Events and receive all revenues therefrom so long as such tickets are not for a Commercial Profit. Further, Tenant may sell or provide Concessions to attendees of all Tenant Incidental Events and receive one hundred percent (100%) of any revenues derived by Tenant from the sale or provision of such Concessions; *provided, however*, that (i) Tenant may not receive a percentage or participation in the revenues received by the concessionaire that has been licensed to conduct concession operations in the Stadium pursuant to the Stadium Tri-Party Agreement from such concessionaire's sale of Consumable Concessions at Tenant Incidental Events and (ii) Tenant may not receive the revenues derived from the sale of Consumable Concessions at Tenant Incidental Events to the extent such revenues are for a Commercial Profit. In the event the revenues from the sale of Consumable Concessions at a Tenant Incidental Event is for a Commercial Profit, then Landlord shall be entitled to receive one hundred percent (100%) of any net profits derived from the sale of such Consumable Concessions at such Tenant Incidental Event.

(c) Patron Incidental Event Costs and Revenues. Tenant shall have the right to occupy the Stadium, or portion thereof Booked, for Patron Incidental Events without cost or charge of any kind; *provided*, that the Suite licensee or Stadium sponsor holding such Patron Incidental Event shall be required to reimburse Landlord for its operating expenses (including Utilities but excluding Landlord Staffing) and, in the event of the use of the Club Level, a reasonable fee, each as provided in Section 8.7 of the Stadium Tri-Party Agreement. Tenant shall be entitled to one hundred percent (100%) of any revenues derived by Tenant from the sale or provision of Non-Consumable Concessions at any Patron Incidental Event and Landlord shall be entitled to one hundred percent (100%) of any net profits derived from the sale of Consumable Concessions at any Patron Incidental Event.

2.5.3 Scheduling.

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

- (a) Spring Rodeo. In order to reserve the Leased Premises for the holding of the Spring Rodeo in any year and for such Spring Rodeo to be a Booked Tenant Event, Tenant must give Landlord five (5) years advance written notice of the Spring Rodeo Dates (within the Spring Rodeo Window) on which such year's Spring Rodeo is to be held (each notice being a "**Spring Rodeo Booking Notice**"); *provided, however*, that Landlord acknowledges that Tenant has previously Booked the Spring Rodeo Dates specified on Appendix C.
- (b) Rodeo Festival. In order to reserve the Leased Premises for the holding of the Rodeo Festival in any year and for such Rodeo Festival to be a Booked Tenant Event, Tenant must give Landlord (i) twenty-three (23) months advance written notice for the 2003 and 2004 Rodeo Festivals, (ii) thirty-five months advance written notice for the 2005, 2006, 2007 and 2008 Rodeo Festivals, (iii) forty-seven (47) months advance written notice for the 2009 and 2010 Rodeo Festivals and (iv) fifty-nine (59) months advance written notice for the 2011

Rodeo Festival and all subsequent Rodeo Festivals of the Rodeo Festival Dates (within the Rodeo Festival Window) on which a Rodeo Festival is to be held (each notice being a "**Rodeo Festival Booking Notice**").

- (c) **Changing Rodeo Festival Dates.** Tenant shall have right to change the Rodeo Festival Window to be any other thirty-two (32) day period during Tenant's Six-Month Period, *provided* Landlord approves such change, such approval not to be unreasonably withheld. Upon receipt of Landlord's approval, the Rodeo Festival Window shall be deemed to be the new period consented to by Landlord for all purposes under this Stadium Lease; *provided, however*, any such change in the Rodeo Festival Window must be made at least (i) twenty-three (23) months in advance for the 2003 and 2004 Rodeo Festivals, (ii) thirty-five months in advance for the 2005, 2006, 2007 and 2008 Rodeo Festivals, (iii) forty-seven (47) months in advance for the 2009 and 2010 Rodeo Festivals and (iv) fifty-nine (59) months in advance for the 2011 Rodeo Festival and all subsequent Rodeo Festivals

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

2.5.3.3 Canceled Tenant Events. If any Booked Tenant Event, or portion thereof comprising a Spring Rodeo Event or Rodeo Festival Event, is postponed or canceled (each being a "**Canceled Event**"), Tenant shall have the right to re-Book such Canceled Event, or a replacement or substitute event thereto, on another date within Tenant's Six-Month Period on which no conflicting Landlord Event or NFL Club Event is then Booked at the Astrodome Complex, subject to the provisions of the Principal Project Documents. Nothing contained in this Stadium Lease or any other Principal Project Document shall give Tenant the right to (i) Book any Tenant Event on a date on which a conflicting NFL Club Event or Landlord Event is Booked in accordance with the Principal Project Documents or (ii) conduct or hold a Tenant Event or Tenant Non-Event that has not been Booked.

2.5.3.4 Cooperation with Landlord. In connection with Tenant's administration of Tenant Events, Tenant agrees that it will reasonably cooperate with Landlord so as to maximize the availability of the Leased Premises for Booking Landlord Events in areas of the Leased Premises not needed by Tenant during Tenant Events, at its discretion. Further, on Tenant

Event Days occurring at the beginning and end of the Spring Rodeo Dates or the Rodeo Festival Dates, Tenant shall allow reasonable move-in access and move-out egress of Landlord Events held at the Astrodome Complex and the Additional Parking Land, *provided* the same does not interfere with any Spring Rodeo Event or Rodeo Festival Event occurring at such time nor reduce or interfere with parking, ingress/egress, operations or other activities permitted under this Stadium Lease on Tenant Event Days.

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

2.5.4 Tenant's Parking.

2.5.4.1 Tenant Event Day Use. Without limiting Tenant's rights to use the Leased Premises for any Permitted Use and subject to the provisions of the Principal Project Documents, on each and every Tenant Event Day, Landlord shall provide to Tenant at no cost or charge, other than the Parking Tax and the parking charge as provided in Section 2.5.6, adequate parking spaces on the Complex Grounds for the exclusive use of Tenant and its patrons, attendees, invitees and guests, including any officials, Tenant's service people, staff or volunteers, members of the press or any other media, radio, television or advertising representatives, and any other Persons as Tenant may desire, in connection with any Tenant Event. In no event will the number of such adequate parking spaces be less than 22,000 (less the number of parking spaces in Tenant's Parking Spaces, Landlord's Parking Spaces and the NFL Club's Parking Spaces) or more than 25,000 (less the number of parking spaces in Astroworld's Parking Spaces, Tenant's Parking Spaces, Landlord's Parking Spaces and the NFL Club's Parking Spaces). In fulfilling its parking obligations under this Stadium Lease to Tenant with respect to the provisions to Tenant of parking spaces on Tenant Event Days, Landlord will make available to Tenant such parking spaces that are the closest parking spaces on the Complex Grounds to the Stadium, subject to the location of Tenant's Parking Spaces, Landlord's Parking Spaces, Astroworld's Parking Spaces and the NFL Club's Parking Spaces. Once more than 22,000 parking spaces (less Tenant's Parking Spaces, Landlord's Parking Spaces and the NFL Club's Parking Spaces) (but in no event greater than 25,000 parking spaces, less Tenant's Parking Spaces, Landlord's Parking Spaces and the NFL Club's Parking Spaces) are available at the Complex Grounds on a consistent basis for Tenant Events, Landlord shall not provide to Tenant for any Tenant Event less than such amount of parking spaces. Landlord and Tenant recognize that the foregoing obligation of Landlord is also contained in the Existing Rodeo Lease and may be fulfilled by Landlord's performance under the Existing Rodeo Lease during the Lease Term to the extent the term of the Existing Rodeo Lease coincides with the Lease Term.

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

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

2.5.4.4 Year-Round Use. At all times during the Lease Term, but subject to the terms of the Principal Project Documents, Tenant shall have the sole and exclusive right to use and occupy Tenant's Parking Spaces, at no cost or charge, including the Parking Tax or any parking surcharge, to Tenant or the users of such parking spaces. Tenant's Meeting Parking Spaces shall be for (i) the use of the patrons, attendees, invitees and guests of Tenant Non-Events under both the Existing Rodeo Lease and this Stadium Lease and (ii) Tenant's use of Tenant's Office/Meeting Space pursuant to the terms of the Existing Rodeo Lease. Tenant's Administrative Parking Spaces shall be for the use of officers, staff, executive committee, employees, guests, visitors, invitees, Tenant's service people, members of the press and other media, radio, television and advertising representatives and all other Persons as Tenant may desire. Further, Tenant shall have the right, in its sole discretion, to identify specific parking spaces within Tenant's Administrative Parking Spaces that shall be marked and designated for the sole use and occupancy of Tenant's officers, members of Tenant's executive committee and certain members of Tenant's senior staff. Tenant's Warehouse Parking Spaces shall be for (i) Tenant's use of Tenant's Office/Meeting Space in Tenant's Warehouse and (ii) storage, including the storage of earth moving equipment, each pursuant to the terms of the Existing Rodeo Lease. At all times during the Lease

Term, but subject to the terms of the Principal Project Documents, Tenant shall have the right to fence or rope off Tenant's Parking Spaces; *provided, however*, that in the event that Tenant shall desire to place any permanent fencing around Tenant's Parking Spaces, Tenant shall (a) coordinate with Landlord to insure that such permanent fencing will not interfere with Landlord's right to relocate Tenant's Parking Spaces pursuant to Section 4.1 of the Stadium Tri-Party Agreement and (b) coordinate with the NFL Club to insure that such permanent fencing will not interfere with the NFL Club's right to reduce Tenant's Parking Spaces pursuant to Section 4.3 of the Stadium Tri-Party Agreement.

2.5.4.5 Complimentary Passes. For any or all Tenant Event Days and during all Tenant Events and Tenant Incidental Events, Tenant shall have the right to (i) issue complimentary parking passes, with in and out privileges, to any employee, staff, director, officer, member, volunteer, committee member, VIP (excluding Suite licensees), sponsors (irrespective of whether such sponsor is a Suite licensee), contestant or exhibitor ("**Complimentary Parking Passes**") that Tenant in its reasonable judgment deems necessary, consistent with Tenant's operational needs and historical practice but recognizing the effect on Landlord's parking revenue and (ii) subject to the terms of the Principal Project Documents, designate specific entrances to and locations on the Complex Grounds (except as provided in Section 5.2.2 hereof) that shall be for the reserved use or occupancy of the holders of Complimentary Parking Passes; *provided, however*, that irrespective of whether Tenant elects to so designate specific entrances or reserved parking areas, the holders of Complimentary Parking Passes may enter or park on the Complex Grounds at any locations that the general public shall be entitled to enter or park on the Complex Grounds. Any vehicles entering the Leased Premises on Tenant Event Days or during Tenant Events or Tenant Incidental Events and presenting a Complimentary Parking Pass shall not be subject to a parking charge of any kind, including the Parking Tax or any parking surcharge. Landlord and the Complex Manager shall coordinate with Tenant for the implementation and issuance of the Complimentary Parking Passes and the establishment of reserved parking areas on Tenant Event Days and during Tenant Events and Tenant Non-Events pursuant to this Section 2.5.4.5.

2.5.5 Suites, Club Level and Business Center. Certain additional rights and obligations of the Parties and users of the Suites, the Club Level and the Business Center are set forth in the Stadium Tri-Party Agreement, including Tenant's right to use the Business Center.

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

Landlord shall have a reasonable right to increase the Average Parking Rate on an annual basis to reflect market changes, recognizing the effect that any such increase will have on the level of attendance at Tenant Events.

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

Section 2.6 Stadium Sign; Complex Grounds Informational Signs; Statues.

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

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

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

- (a) The Statues are and shall remain the property of Tenant;
- (b) Landlord may request that the Statues be relocated to another location in the Astrodome Complex (other than Landlord's Land or the Rodeo Land) to the extent future renovations of, or improvements to, the Astrodome Complex (as permitted pursuant to the Existing Rodeo Lease) shall necessitate such relocation;
- (c) Any relocation of the Statues pursuant to this Section 2.6.3 shall be (i) at Tenant's sole cost and expense and (ii) to a location within the Astrodome Complex (other than Landlord's Land or the Rodeo Land) mutually agreed upon by Tenant and Landlord; and

- (d) Prior to the Exposition Delivery Date (as defined in the Existing Rodeo Lease) and any replacement of the Astroarena (as permitted by the Existing Rodeo Lease), Tenant shall have the right to relocate any or all of the Statues to another location within the Astrodomain Complex (other than Landlord's Land or the Rodeo Land) mutually agreed upon by Tenant and Landlord.

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 first day following the Substantial Completion Date and acceptance of the Leased Premises by Tenant (as the same may be extended pursuant to Section 3.2 or Section 3.3, the "**Commencement Date**"), but in no event earlier than August 1, 2002, and, unless (a) sooner terminated in accordance with the provisions of this Stadium Lease or (b) extended due to a Stub Period as described below in this Section 3.1, end at 11:59 p.m. on the date that is thirty (30) years after the Commencement Date. Prior to the Commencement Date, Tenant shall not have the right to use or occupy the Leased Premises except as provided under the terms of the Existing Rodeo Lease, which use or occupancy shall not be deemed to be acceptance of the Project Improvements Work or commencement of the Lease Term. If a Tenant Event is in progress on the expiration of the Lease Term, then the Lease Term shall be automatically extended so as to end at 11:59 p.m. on the first day following the earlier of (a) the last day of Tenant's Six-Month Period or (b) the last day of the Spring Rodeo Dates or Rodeo Festival Dates, as applicable, for the Tenant Event then in progress (such period of extension of the Lease Term being referred to herein as the "**Stub Period**").

Section 3.2 Delay Option. Notwithstanding the provisions of Section 3.1 to the contrary, in the event that at anytime after one hundred eighty (180) days before the first day of any Spring Rodeo Dates or Rodeo Festival Dates that are Booked in any calendar year, starting with the 2003 Spring Rodeo Dates, Tenant reasonably determines that the Commencement Date will not occur prior to the first day of such Spring Rodeo Dates or Rodeo Festival Dates, as applicable, Tenant shall have the option (the "**Delay Option**") to commence the Lease Term on any date prior to the beginning of the latter of the first day of the next Spring Rodeo Dates or Rodeo Festival Dates that are Booked after the Commencement Date (as determined pursuant to Section 3.1), provided Tenant delivers written notice to Landlord of its exercise of such Delay Option prior to the Commencement Date (as determined pursuant to Section 3.1). In the event Tenant exercises the Delay Option, the Lease Term shall commence at 12:01 a.m. on the date specified by Tenant for the commencement of the Lease Term in a notice to be delivered by Tenant within twenty (20) days following the Commencement Date (as determined pursuant to Section 3.1), but in all events the date specified by Tenant shall be no later than the latter of the first day of the next Spring Rodeo Dates or Rodeo Festival Dates Booked after the Commencement Date (as determined pursuant to Section 3.1). In the event that Tenant does not exercise any such Delay Option by delivering either of the foregoing written notices to Landlord, the Delay Option shall automatically expire and be of no further force or effect and the Lease Term shall commence, subject to Section 3.3, on the Commencement Date (as determined pursuant to Section 3.1). Notwithstanding anything seemingly

to the contrary set forth herein, Tenant's exercise of, or failure to exercise, the Delay Option shall not operate as a waiver of Tenant's remedies or damages as set forth in the Project Agreement, the Funding Agreement or this Stadium Lease arising from the failure of the Stadium to be completed by the date required thereunder.

Section 3.3 Commencement Extension Option. Notwithstanding the provisions of Section 3.1 to the contrary and provided Tenant has not exercised the Delay Option, in the event the Commencement Date (as determined pursuant to Section 3.1) occurs during the period of any Booked Tenant Event in any calendar year, beginning in 2003, Tenant shall have the option (the "**Commencement Extension Option**") to commence the Lease Term on any date prior to the latter of the first day of the next Spring Rodeo Dates or Rodeo Festival Dates that are Booked following the Commencement Date (as determined pursuant to Section 3.1) by delivering written notice to Landlord that Tenant has exercised such Commencement Extension Option and specifying the date on which the Lease Term is to commence. In the event Tenant exercises the Commencement Extension Option, the Lease Term shall commence at 12:01 a.m. on the date specified by Tenant in such notice for the commencement of the Lease Term, but in all events the date specified by Tenant shall be no later than the latter of the first day of the next Spring Rodeo Dates or Rodeo Festival Dates Booked after the Commencement Date (as determined pursuant to Section 3.1). In the event that Tenant does not exercise any such Commencement Extension Option by delivering written notice to Landlord, within twenty (20) days after the Commencement Date (as determined pursuant to Section 3.1), the Commencement Extension Option shall automatically expire and be of no further force or effect and the Lease Term shall commence on the Commencement Date (as determined pursuant to Section 3.1). Notwithstanding anything seemingly to the contrary set forth herein, Tenant's exercise of, or failure to exercise, the Commencement Extension Option shall not operate as a waiver of Tenant's remedies or damages as set forth in the Project Agreement, the Funding Agreement or this Stadium Lease arising from the failure of the Stadium to be completed by the date required thereunder.

ARTICLE 4 **PAYMENTS**

Section 4.1 Guaranteed Payments.

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

- (a) An amount equal to \$1,500,000 for each such Lease Year of the Lease Term (the "**Guaranteed Payment**"), which Guaranteed Payment shall be due and payable as provided in Section 4.1.2; and

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

4.1.2 Timing of Payment of Guaranteed Payment.

4.1.2.1 General. Tenant shall pay the Guaranteed Payment for each Lease Year of the Lease Term in advance and in accordance with Section 4.3, commencing on February 15, 2003 and continuing on the same day of each calendar year thereafter until and including February 15, 2032 for the Lease Term (each such date a "**Guaranteed Payment Date**"). The Guaranteed Payment for any Stub Period at the end of the Lease Term shall be paid at the beginning of the Stub Period and pro-rated based upon the actual number of days involved and paid by Tenant at the beginning of the Stub Period.

4.1.2.2 Return of Prepaid Guaranteed Payments. In the event (i) this Stadium Lease is terminated pursuant to Section 13.3, Section 14.2.1, Section 18.4 or Section 18.7 or any other provision of the Principal Project Documents (other than due to a Tenant Default and excluding Section 2.4 hereof) or (ii) in the event Tenant is entitled to exercise the remedy provided for in Section 18.3(b) of this Stadium Lease (the earlier of the foregoing occurrences being herein referred to as the "**Refund Date**"), and any Guaranteed Payments have been paid by Tenant for all or any portion of a Lease Year subsequent to the Refund Date, Landlord shall on the Refund Date refund to Tenant all amounts paid by Tenant as Guaranteed Payments for all or any portion of any Lease Year subsequent to the Refund Date to the extent the same has not been previously paid to Tenant by the Sports Authority or Landlord.

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

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

4.2.2 Utilities. In accordance with the provisions of Section 6.7.1, Tenant shall pay or cause to be paid the costs of Utilities used or consumed by Tenant at or in the Stadium in holding Tenant Incidental Events. Landlord shall pay the cost of all other Utilities used or consumed at the Leased Premises.

4.2.3 Promptness of Billing. Notwithstanding anything in the Principal Project Documents to the contrary, Landlord acknowledges and agrees that the prompt performance of repairs for which Tenant is responsible hereunder and submission of invoices to Tenant promptly

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

Section 4.3 Place and Method of Payment. All Guaranteed Payments shall be paid without additional notice or demand to the Person specified pursuant to the Funding Agreement and all Additional Payments shall be paid to Landlord within thirty (30) days of the date Tenant receives an invoice therefor as set forth in Section 22.13 and Appendix D to this Stadium Lease. The Person to receive such payments and the address for payment may be changed from time to time by notice to Tenant from Landlord or such payee as Landlord shall so designate by written notice to Tenant.

Section 4.4 Tenant's Audit Rights. Landlord shall maintain books and records showing all operating expenses of the Leased Premises, including all staffing expenses, costs of Utilities, costs of Tenant Event Day Admissions Taxes and Parking Taxes charged, costs of Maintenance and Capital Repair Work for the Leased Premises and distributions to and from the Capital Repair Reserve Fund, in accordance with sound accounting and management practices, consistently applied. By April 1 of each calendar year during the Lease Term (including the calendar year following the year in which the Lease Expiration Date occurs), Landlord shall furnish to Tenant a statement of costs of (i) Event Staffing or Additional Staffing (to the extent payable or reimbursable by Tenant), (ii) cost of Utilities charged to Tenant, (iii) costs of Capital Work for the Leased Premises and distributions to and from the Capital Repair Reserve Fund or (iv) any other costs payable by Tenant under this Stadium Lease, each for the prior calendar year prepared by a qualified, independent certified public accountant. Tenant and/or its representative, which representative must be a qualified, independent certified public accountant, shall have the right to examine Landlord's books and records ("**Audit**") with respect to such operating expenses during normal Business Hours, upon written notice, delivered at least ten (10) Business Days in advance; *provided, however*, that on each Tenant Event Day, Tenant shall have the right to examine

Landlord's books and records regarding Event Staffing, Additional Staffing (to the extent payable or reimbursable by Tenant) or any other costs payable by Tenant under the Existing Rodeo Lease for the Spring Rodeo or Rodeo Festival then being held. If it is determined as the result of Tenant's Audit that costs of (i) Event Staffing or Additional Staffing (to the extent payable or reimbursable by Tenant), (ii) cost of Utilities charged to Tenant, (iii) costs of Capital Work for the Leased Premises and distributions to and from the Capital Repair Reserve Fund or (iv) any other costs payable by Tenant under this Stadium Lease were overstated by three percent (3.0%) or more and Landlord does not disagree with such determination then Landlord shall reimburse Tenant for the reasonable costs of such Audit. If, however, Landlord disagrees with such determination, then Landlord shall be entitled to arrange for a second audit ("**Second Audit**") by a qualified, independent certified public accountant (which accountant may not be the same accountant that prepared the statement of operating expenses in dispute). If it is determined as the result of any such Second Audit that costs of (i) Event Staffing or Additional Staffing (to the extent payable or reimbursable by Tenant), (ii) cost of Utilities charged to Tenant, (iii) costs of Capital Work for the Leased Premises and distributions to and from the Capital Repair Reserve Fund or (iv) any other costs payable by Tenant under this Stadium Lease hereunder were overstated by three percent (3.0%) or more, then Landlord shall reimburse Tenant for the reasonable costs of the Audit and pay the costs of the Second Audit; otherwise Tenant shall pay for the cost of the Audit and reimburse Landlord for the reasonable costs of the Second Audit. In either event, Landlord or Tenant, as the case may be, shall reimburse the other Party for (or in the case of Capital Work for the Leased Premises and distributions to and from the Capital Repair Reserve Fund, deposit or withdraw into or from the Capital Repair Reserve Account, as applicable) the amount, if any, of the disputed items which were incorrectly stated, overstated or understated by Landlord to the extent required to be paid by either Party to the other under the applicable provisions of this Stadium Lease.

ARTICLE 5

USE AND OCCUPANCY; PERMITTED USES

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

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

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

(d) Parking in the Parking Facilities;

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

(f) Entertainment;

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

(h) Use and operation of Tenant's or its contractor's studio and related facilities for radio, television, internet, cable, satellite and any other broadcast and entertainment media within the Leased Premises during Tenant Events and Tenant Non-Events, including Tenant's or its contractor's support and production facilities, transmission equipment, antennas and other transceivers and related facilities and equipment primarily for the broadcast, production or other transmission of Tenant Events and Tenant Non-Events, and activities related thereto, and for the creation of commercials, television shows, in-Stadium and in-game videos, including the right to sublease or license such studio or related facilities to a third party which may or may not be an Affiliate of Tenant for all or a portion of such purposes;

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

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

(k) The use and enjoyment of the rights and licenses granted to Tenant under the Rodeo License Agreement; and

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

Section 5.2 Prohibited Uses.

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

- (a) Subject to the provisions of the Stadium Tri-Party Agreement as to Additional Tenant Work (but only during the performance of any such Additional Tenant Work), create, cause, maintain or permit any public or private nuisance in, on or about the Leased Premises;
- (b) Any purpose which is violative of any Governmental Rule or any Permitted Encumbrance;
- (c) As (i) a sexually-oriented business (defined as an "enterprise" in Section 28-121 of the City of Houston Code of Ordinances, as hereafter amended from time to time), (ii) an industrial site, or (iii) a waste disposal site; or
- (d) the operation of a NFL franchise or the exhibition of football games.

The provisions of this Section 5.2.1 shall inure to the benefit of, and be enforceable by Landlord. No other Person, including any invitee, patron or guest of the Leased Premises or the NFL Club, shall have any right to enforce the prohibitions as to the Prohibited Uses; *provided, however*, the NFL Club shall have the right to enforce the prohibitions set forth in (d) above as long as the NFL Club Lease is in effect.

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

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

5.2.2.2 Rodeo Land. Subject to Tenant's right to use the Rodeo Land for any Permitted Use as provided in Section 7.2(g) of the Stadium Tri-Party Agreement, Tenant agrees that during Tenant Events it shall not have the right to use the Rodeo Land for any purpose other

than parking for (i) the general public attending Tenant Events, (ii) passenger vehicles holding Rodeo issued parking passes or permits, including Complimentary Parking Passes and (iii) exhibitors or performers for Tenant Events, *provided* Tenant shall be entitled to designate any or all of the Rodeo Land as reserved parking.

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

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

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

Section 5.4 Compliance with Governmental Rules.

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

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

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

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

ARTICLE 6

OPERATION, MAINTENANCE, AND REPAIR

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

6.1.1 Reserved Rights. Subject to the terms set out in the Principal Project Documents to the contrary, including Landlord's operating, Maintenance and repair covenants and standards set forth in Section 6.1 and Section 6.2, Tenant reserves the sole and exclusive right, power and authority to operate Tenant Events and Tenant Non-Events. Subject to the terms of the Principal Project Documents, Tenant shall also have such discretion in the use, operation and control of (i) the Leased Premises on Tenant Event Days, (ii) the portion of the Stadium Booked for a Tenant Non-Event and (iii) Tenant's Facilities, the Joint NFL/Club Store (except that it shall be on a joint basis with the NFL Club as co-tenant during the term of the NFL Club Lease) and Tenant's Parking Spaces at all times during the Lease Term, as may be needed to fully recognize the benefits and perform efficiently its responsibilities under this Stadium Lease and the other Principal Project Documents, but subject to the terms thereof.

6.1.2 Staffing.

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

6.1.2.2 Additional Staffing. Staffing in addition to Event Staffing of the types of personnel described in Exhibit C-1 attached hereto (the "**Additional Staffing**") may be provided by Landlord, at Landlord's expense, subject to the provisions of Section 6.1.2.7; *provided* that to the extent, and only to the extent, such Additional Staffing is (i) requested by Tenant or (ii) necessary in Landlord's reasonable discretion in order to provide a safe environment for the attendees of the Tenant Event or Tenant Non-Event, proximately caused by the holding of the Tenant Event

or Tenant Non-Event (and not as a result of a Force Majeure, Emergency or failure of Landlord to fulfill its Maintenance and Capital Repair obligations under this Stadium Lease), and Landlord has provided Tenant with prior written notice of the necessity of providing such Additional Staffing, the cost of such Additional Staffing shall be reimbursed by Tenant. Landlord shall not be obligated to provide Additional Staffing requested by Tenant, unless Tenant and Landlord subsequently agree as to which Party will be responsible for the expense thereof.

6.1.2.3 Landlord Staffing. In addition to the Event Staffing and any Additional Staffing, Landlord shall staff, at Landlord's sole cost and expense, the Leased Premises including the Stadium, throughout the Lease Term with reasonable levels of the staff similar to the staffing by operators of Comparable Facilities (the "**Landlord Staffing**"). Event Staffing and Additional Staffing for which Tenant pays as provided in Sections 6.1.2.1 and 6.1.2.2 are excluded from Landlord Staffing. The types of personnel described in Exhibit C-2 attached hereto are the types of personnel contemplated as Landlord Staffing.

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

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

6.1.2.6 Staffing Expenses. The Parties agree that (i) Landlord will charge Tenant only Landlord's actual cost for any staff for which Tenant is obligated to reimburse Landlord, without mark-up, and Landlord shall not pass-through to Tenant its corporate or other overhead, (ii) all compensation and benefits to staff will be at market rates (adjusted for each personnel position no more often than on an annual basis, subject to review by the Management Committee established under the Stadium Tri-Party Agreement) and (iii) no overtime will be charged except as is necessary due to an Emergency. It is the intent of the Parties that Landlord should not make any profit through staffing, but seek to recover from Tenant only Landlord's actual costs for such staff that Tenant is obligated to reimburse Landlord. To the extent Event Staffing or Additional Staffing, the cost of

which Tenant ordinarily would be liable to reimburse Landlord, is not only used for a Tenant Event or Tenant Non-Event, but also for any other Event or NFL Club Tenant Non-Event, expenses for such Event Staffing and such Additional Staffing will be fairly and equitably allocated among Tenant, the NFL Club and Landlord, to the extent such expenses were incurred in regard to their respective Events, Tenant Non-Events or NFL Club Tenant Non-Events and for which under the terms of the Principal Project Documents they are obligated to pay.

6.1.2.7 Tenant's Replacement Staff. Other than the personnel indicated on Exhibit C-1 attached hereto as not being able to be provided by Tenant, Tenant shall at all times be entitled to substitute and replace any member of Event Staffing or Additional Staffing (for which Tenant is obligated to pay the cost of in accordance with the terms of this Section 6.1) with its own members, staff, employees, volunteers or hired staff in connection with any Tenant Event, Tenant Non-Event or Performance Preparation Services and thereby incur no charge from Landlord for such replaced staff members. Notwithstanding the foregoing, each of Tenant's replacement staff member must meet the qualifications that would have been imposed on such staff member had they been hired or obtained by Landlord to perform the particular duty that they will be performing.

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

6.1.4 Restocking. Tenant shall pay Landlord's cost to restock (including the cost of such supplies) hand soap, hand towels and toilet paper used during Tenant Events and such hand soap, hand towels and toilet paper supplies the use of which are attributable to Tenant Non-Events. Notwithstanding the foregoing, in lieu of paying for the cost of the hand soap, hand towels and toilet paper used during Tenant Events and Tenant Non-Events in accordance with the foregoing sentence, Tenant shall have the option of providing such supplies to Landlord subject to the qualifications set forth in the next succeeding sentence hereof and provided that such supplies shall be of a similar kind and quality to the supplies that Landlord would have otherwise obtained. Notwithstanding anything in this Stadium Lease or the other Principal Project Documents to the contrary, Landlord covenants and agrees that after the first two (2) Lease Years and for the remainder of the Lease Term, in the event the equipment, fixtures and fittings installed in the Leased Premises for dispensing hand soap, hand towels and toilet paper are not of a nature that they are capable of accepting and dispensing hand soap, hand towels and toilet paper that are of a generic size and type and that are commonly available from different suppliers or manufacturers, Tenant's responsibility to reimburse Landlord for hand soap, hand towels and toilet paper used during Tenant Events and Tenant Non-Events shall be limited to the actual cost of such supplies for equipment, fixtures and fittings for dispensing hand soap, hand towels and toilet paper that are capable of accepting and dispensing hand soap, hand towels and toilet paper of a generic size and type and commonly available from different suppliers or manufacturers; *provided, however* that Tenant shall not be

permitted to provide such supplies to Landlord in lieu of paying for the cost of such supplies and shall be responsible for Landlord's actual cost of such supplies in the event that (i) Landlord has entered into a contract for supply of hand soap, hand towels and toilet paper which does not allow Tenant to provide such supplies and to which Landlord has obtained Tenant's prior written consent of such provision or (ii) Tenant and the NFL Club have entered into a contract for supply of hand soap, hand towels and toilet paper through the Astrodome Joint Marketing Terms and Conditions (as defined in the Stadium Tri-Party Agreement), the supply of such items being a Service Right, which contract does not allow Tenant to provide such supplies.

6.1.5 Cleaning. Notwithstanding anything herein to the contrary, (i) Landlord shall deliver the Leased Premises to Tenant in a clean condition, the level of such cleanliness to be mutually agreed upon by Landlord and Tenant but in all events to be no less than the state of cleanliness in similar circumstances for Comparable Facilities, on the first day of the Spring Rodeo Dates (and after having installed the Rodeo Dirt in accordance with Section 6.2.2) and the first day of the Rodeo Festival Dates Booked in each calendar year at Landlord's sole cost and expense, (ii) Landlord shall clean the Leased Premises during the Spring Rodeo and the Rodeo Festival, the level of such cleaning to be mutually agreed upon by Landlord and Tenant on an annual basis but in all events to be no less than the level of cleaning in similar circumstances for Comparable Facilities, at Tenant's sole cost and expense and as part of Event Staffing (other than any area of the Stadium operated by the Stadium's concessionaire during the Spring Rodeo or Rodeo Festival in question or any portion of the Complex Grounds where Landlord derives parking revenues, which shall be cleaned at Landlord's sole cost and expense and as part of Landlord Staffing) ("**Event Cleaning**") and (iii) after the last Spring Rodeo Event or Rodeo Festival Event is held in each calendar year, Landlord shall (a) perform the normal Event Cleaning that would otherwise be performed after a Spring Rodeo Event or Rodeo Festival Event, (b) clean the Performance Area (after removing the Rodeo Dirt in accordance with Section 6.2.2), any area of the Stadium operated by the Stadium's concessionaire during the Spring Rodeo or Rodeo Festival in question and the Complex Grounds, all at its sole cost and expense and as part of Landlord Staffing and (c) clean the remainder of the Leased Premises at Tenant's sole cost and expense and as part of Event Staffing and as necessary to return the remainder of the Leased Premises to the same level of cleanliness as delivered to Tenant on the first day of the Spring Rodeo or Rodeo Festival in question (the foregoing clauses (a), (b) and (c) collectively being the "**Post-Event Cleaning**"). Landlord and Tenant agree that Landlord shall not commence Post-Event Cleaning, including the thorough and overall cleaning of the Leased Premises as necessary to return the Leased Premises to the same level of cleanliness delivered to Tenant on the first day of the Spring Rodeo or Rodeo Festival in question and any cleaning for any future Event, until four (4) hours after the last Spring Rodeo Event or Rodeo Festival Event is held in each calendar year. Further, prior to the commencement of any Post-Event Cleaning, Landlord shall submit to Tenant, for Tenant's consent, a proposal setting forth Tenant's entire cost for the Post-Event Cleaning for such Spring Rodeo or Rodeo Festival, as applicable. In the event that Landlord and Tenant are unable to mutually agree as to Tenant's entire cost for the Post-Event Cleaning for the Spring Rodeo or Rodeo Festival in question, Tenant shall only be responsible for the reasonable and actual costs of Landlord in performing the Post-Event Cleaning in accordance with this Section 6.1.5.

6.1.6 Security for Complex Grounds. At all times during the Lease Term and on a twenty-four (24) hour basis, Landlord shall provide, at its sole cost and expense, security personnel for the Complex Grounds (other than Landlord's Land, the Rodeo Land and the Additional Parking Land).

Section 6.2 Maintenance and Repairs.

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

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

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

(c) Upgrade the Leased Premises if and as provided in the Stadium Tri-Party Agreement.

Neither Section 6.1 nor this Section 6.2 shall apply to, and Landlord shall have no obligation with respect to, cleaning or janitorial services for Tenant's Facilities or the Joint Club/Rodeo Store and Tenant, at its own cost and expense, shall provide such cleaning and janitorial services as may be necessary or appropriate to keep Tenant's Facilities and the Joint Club/Rodeo Store clean and in good order for the purposes for which Tenant has been granted the right to use and occupy the same.

6.2.2 Readiness of the Performance Area. Landlord, at Landlord's sole expense, shall provide the Spring Rodeo Preparation Services for each Booked Spring Rodeo and the Rodeo Festival Preparation Services for each Booked Rodeo Festival (except the installation and removal of the Sound Baffles for the Rodeo Festival, if necessary, shall be paid for by Tenant as part of Event Staffing) and tender the Performance Area in a First Class Condition for any such Tenant Event and other activities. For each Spring Rodeo, Tenant will use reasonable, good faith efforts to obtain a donation of the use of the equipment necessary to remove and install the Rodeo Dirt as part of the Spring Rodeo Preparation Services, for Landlord's use in connection therewith, but Tenant's failure to so obtain such equipment shall not relieve Landlord of its obligation to so install and remove the Rodeo Dirt in accordance with this Section 6.2.2. Notwithstanding anything to the contrary contained in this Section 6.2.2, nothing in this Section 6.2.2 is meant to, or shall be deemed to, (i) impose any requirement on Landlord to upgrade the Stadium or make Capital Repairs except for such upgrades and Capital Repairs as are required pursuant to other Sections of this Stadium Lease or pursuant to the Stadium Tri-Party Agreement, (ii) impose any requirement or liability on Landlord to maintain the Rodeo Dirt during the Spring Rodeo after it has been installed by Landlord in accordance with the requirements of this Section 6.2.2 or (iii) subject to the terms of this Stadium

Lease or the Stadium Tri-Party Agreement, prohibit Tenant from undertaking and performing any and all other services necessary to prepare the Leased Premises for any Tenant Event. Notwithstanding anything in the Principal Project Documents to the contrary, any Rodeo Dirt not used by Landlord in satisfying its obligations under the Existing Rodeo Lease and this Stadium Lease shall be made available for Tenant's use, at no cost or charge to Tenant, *provided* that (i) Tenant uses such Rodeo Dirt in connection with a Tenant Event and (ii) Tenant returns such Rodeo Dirt to Landlord within five (5) days after the conclusion of the Spring Rodeo or Rodeo Festival then in question.

Section 6.3 Changes, Alterations and Additional Improvements. The rights of Tenant and Landlord to make changes, alterations and additional improvements to the Leased Premises are set forth in the Stadium Tri-Party Agreement.

Section 6.4 Mechanics' Liens and Claims.

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

6.4.2 Landlord. If any Mechanic's Lien shall be filed against the interest of Tenant or Landlord in the Leased Premises, or against Tenant or any Property of Tenant by reason of any work, labor, services or materials supplied or claimed to have been supplied on or to the Leased Premises by or on behalf of Landlord, subject to Tenant timely fulfilling its payment obligations under the Project Agreement and Article 6 of this Stadium Lease, if any, Landlord, at its sole cost and expense, after notice of the filing thereof but in no event less than fifteen (15) days prior to the foreclosure of any such Mechanic's Lien, shall cause the same to be satisfied or discharged of record, or effectively prevent, to the reasonable satisfaction of Tenant by injunction,

payment, deposit, bond, order of court or otherwise, the enforcement or foreclosure thereof against the Leased Premises, Tenant or any Property of Tenant. If Landlord fails to satisfy or discharge of record any such Mechanic's Lien, or effectively prevent the enforcement thereof, by the date which is fifteen (15) days prior to the foreclosure thereof, then Tenant shall have the right, but not the obligation, to satisfy or discharge such Mechanic's Lien by payment to the claimant on whose behalf it was filed and, subject to Tenant timely fulfilling its payment obligations under the Project Agreement and Article 6 of this Stadium Lease, if any, Landlord shall reimburse Tenant within fifteen (15) days after demand therefor for amounts paid, together with interest on such amounts at the Interest Rate from the date such amounts are paid by Tenant until reimbursed by Landlord, together with reasonable attorneys' fees, costs and expenses so incurred by Tenant, without regard to any defense or offset that Landlord has or may have had against such Mechanic's Lien claim.

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

Section 6.6 Landlord's Remedial Work. Landlord shall be responsible for performing or causing to be performed, and for paying the cost of performing, any and all corrective or remedial actions required by applicable Governmental Rules to be performed with respect to (i) any Environmental Event caused by Landlord or any of its agents, contractors or subcontractors, guests or invitees, other tenants or licensees or their agents, contractors or subcontractors, guests or invitees, (ii) any Hazardous Materials at the Leased Premises as of the Commencement Date and (iii) any Hazardous Materials that are introduced to the Leased Premises on or after the Commencement Date, except Hazardous Materials introduced by Tenant, or any of its agents, Space Tenants, contractors or subcontractors, guests or invitees ("**Landlord's Remedial Work**"). Landlord shall promptly inform Tenant and all applicable Governmental Authorities of any such Environmental Event or any

Hazardous Materials discovered by Landlord (or any agent, contractor, subcontractor, other tenant or licensee of Landlord) in, on or under the Leased Premises and promptly shall furnish to Tenant any and all reports and other information available to Landlord concerning the matter. Landlord and Tenant shall promptly thereafter meet to discuss the steps to be taken to investigate and, if necessary, remedy such matter, including mutual selection of an independent environmental consultant to evaluate the condition of the Leased Premises and any materials thereon and therein. If it is determined pursuant to an evaluation conducted by the mutually selected independent environmental consultant that remediation of the same is required by this Section 6.6, then Landlord shall pay the costs of such evaluation and shall perform Landlord's Remedial Work at its own cost and expense and with due diligence. Alternatively, if it is determined pursuant to an evaluation conducted by a mutually selected independent environmental consultant that remediation of the same is required by Section 6.5, then Tenant shall pay the costs of such evaluation and shall perform Tenant's Remedial Work at its own cost and expense and with due diligence.

Section 6.7 Utilities. Landlord shall, at its sole cost and expense, cause the Utilities to be supplied as may be necessary or appropriate for the operation of the Leased Premises and Tenant's use and occupancy thereof in accordance with the terms of this Stadium Lease and which, with respect to electrical utilities is sufficient to operate (i) the Scoreboard and computer facility aspects of the Scoreboard, including power used to light interior and exterior advertising panels and (ii) at the locations and within the capacity limits of the electrical components of the Stadium described in the Final Plans, all electricity consuming equipment, fixtures and outlets, including any and all stage lighting and audio/visual equipment (including pyrotechnics) necessary for the holding of a concert or other performance on the Performance Area. Landlord shall pay the cost of any tap fees, special equipment, line extension or other hookup charges of any kind relating to any of the Utilities and Tenant shall not be responsible for any such hookup charges. Notwithstanding the foregoing in this Section to the contrary, (i) Tenant shall be solely responsible for obtaining service at the point of consumption of, and for the payment of all charges (including deposits), programming fees and service charges, for Tenant's use of telephone service and cable television service in Tenant's Facilities, provided that no hookup charges shall be imposed by Landlord for such purpose and (ii) Tenant shall be responsible for reimbursing Landlord for the actual cost of Utilities in the portion of the Stadium being used by Tenant during a Tenant Incidental Event and that are incurred as a direct result of the holding of such Tenant Incidental Event.

6.7.1 Landlord's Liability for Interruption of Utilities. Except for Tenant's right of abatement and termination as provided in Article 18 hereof and except as provided elsewhere in this Section 6.7, Landlord shall incur no liability to Tenant on account of any interruption or stoppage of any Utilities to the Leased Premises if such interruption or stoppage is beyond the reasonable control of Landlord, provided Landlord immediately commences reasonable efforts, in good faith to (a) mitigate the effects of such interruption or stoppage and (b) restore full service of any of such Utilities. For purposes of the preceding sentence (without limiting the meaning of the phrase "beyond the reasonable control of Landlord"), it shall not be deemed that any such interruption or stoppage was beyond the "reasonable control of Landlord" if (i) the principal reason for such interruption or stoppage was the failure or refusal of Landlord to pay a monetary sum (unless this Stadium Lease requires Tenant to pay such sum and Tenant has failed to pay such sum)

or (ii) such interruption of or stoppage was caused by (a) faulty design of the Leased Premises, the Project or the chilled water plant serving the Leased Premises, (b) failure of the Leased Premises, the Project or the chilled water plant serving the Leased Premises to be constructed in accordance with the Principal Project Documents, or with respect to the chilled water plant, the applicable design and construction documents, (c) the act or omission of Landlord, the County or a County Affiliate or any of their contractors, subcontractors, laborers or materialmen or (d) the failure of Landlord to enter into a contract or agreement for providing such Utility with (X) a provider with adequate capacity to provide any of such Utilities, unless the provider of such Utilities is selected by Tenant and the NFL Club pursuant to the Branding Rights, Pourage Rights or Service Rights held by them under the Principal Project Documents and Landlord has not approved the identity of such provider, such approval not to be unreasonably withheld by Landlord and (Y) a requirement in such contract or agreement that such Utilities be provided on a firm and uninterruptable basis, unless the provider of such Utilities is selected by Tenant and the NFL Club pursuant to the Branding Rights, Pourage Rights or Service Rights held by them under the Principal Project Documents and such provider refuses to contract to provide such Utilities on a firm and uninterruptable basis.

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

- (1) Tenant shall have the right to review and approve the Utility service metering plans for the portion of the Leased Premises where Tenant is obligated to pay Utility costs (including maintenance, calibration, auditing and calculating corrections);
- (2) Tenant shall have the right to participate in negotiation of key Utility service provider agreements in accordance with the terms of the Stadium Tri-Party Agreement;
- (3) Landlord shall use reasonable efforts to insure that the provider of the Utility service in question shall have adequate capacity to provide the necessary utilities to the Leased Premises for the term of such agreement, unless the provider of such Utilities is selected by Tenant and the NFL Club pursuant to the Branding Rights, Pourage Rights or Service Rights held by them under the Principal Project Documents and such provider refuses to contract to provide such Utilities on a firm and uninterruptable basis; and
- (4) The agreement to provide the Utility service in question shall provide that such Utility service be provided on a firm and uninterruptable basis, unless the provider of such utilities is selected by Tenant and the NFL Club pursuant to the Branding Rights, Pourage Rights or Service Rights held by them under the Principal Project Documents and such provider refuses to contract to provide such Utilities on an firm and uninterruptable basis.

ARTICLE 7
CONCESSION, BRANDING, POURAGE, AND SERVICE RIGHTS

Section 7.1 Concessions.

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

7.1.1.1 Stadium.

(a) Halo Suites, Sky Box Suites and Director's Club. During Tenant Events, Tenant shall have (i) the exclusive right to license, sell, display, distribute, cater and store (as to storage, in locations reasonably convenient to Tenant or its Concessionaire and reasonably designated by Landlord) all Concessions, and effect the Concessions Operations regarding same, within the Halo Suites, Sky Box Suites and Director's' Club, and (ii) the right to receive all Concession Revenues therefrom.

(b) Suites, Club Level and Rodeo Club's. During Tenant Events, Tenant shall have (i) the exclusive right, subject to the terms of this Section 7.1.1.1(b), to license, sell, display, distribute, cater and store (as to storage, in locations reasonably convenient to Tenant or its Concessionaire and reasonably designated by Landlord) all non-alcoholic and alcoholic beverages (including beer, wine and all liquor), and effect the Concessions Operations regarding same, within the Suites (that are not Halo Suites or Skybox Suites), the Club Level (including the north and south portions of this level of the Stadium) and the Rodeo Clubs in the Stadium, and (ii) the right to receive all Concession Revenues therefrom. Additional rights in favor of Tenant regarding the Suites, the Club Level (including the north and south portions of this level of the Stadium) and the Rodeo Clubs are provided for in Section 5.6 of the Stadium Tri-Party Agreement. Notwithstanding anything herein to the contrary, the foregoing shall not preclude the concessionaire for the Stadium licensed pursuant to the Stadium Tri-Party Agreement from being granted the right to sell beer, wine and non-alcoholic beverages at such locations within the Club Level (including the north and south portions of this level of the Stadium) as such concessionaire shall be entitled to sell its other Consumable Concessions pursuant to the concession agreement entered into in accordance with the Stadium Tri-Party Agreement.

7.1.1.2 Complex Grounds. During Tenant Events and subject to Section 5.2.2.3 with respect to the Rodeo Festival only, Tenant shall have (i) the exclusive right to license, sell, display, distribute, cater and store all Concessions (other than alcoholic beverages, including beer, wine and all liquor), and effect the Concessions Operations regarding same, within the Complex Grounds (including the Highly Restricted Area and any Rodeo Clubs on the Complex Grounds), and (ii) the right to receive all Concession revenues therefrom. Notwithstanding the forgoing, the following shall apply:

- (a) Tenant shall have the right to license, sell, display, distribute and store alcoholic beverages, including beer, wine and liquor, and effect the Concessions Operations regarding same, (x) at certain events held by Tenant at the Complex Grounds (including the Highly Restricted Area) on Tenant Event Days, such as the "World Championship Barbeque" (and any other barbeque held by Tenant), the "Chili Cook-off" (and any other cook-off held by Tenant), the "Food Festival," the "Hide Out" and the "Wine Competition" (and any other wine competition or tasting held by Tenant) and (y) in the Rodeo Clubs on the Complex Grounds; and
- (b) At such time as the Rodeo's Aramark Agreement shall expire or otherwise terminate and only at such time, the concessionaire for the Stadium licensed pursuant to the Stadium Tri-Party Agreement shall be permitted to sell only beer and wine at the Complex Grounds (including the Highly Restricted Area) on Tenant Event Days and only (i) in areas designated by Tenant, in Tenant's sole discretion, but in all events to be not less than four (4) such areas and (ii) by renting such designated areas from Tenant at a fair market rate to be negotiated between Tenant and such concessionaire on annual basis, unless agreed otherwise.

7.1.1.3 Leased Premises.

- (a) Tenant Event Days. On Tenant Event Days and subject to Section 5.2.2.3 with respect to the use of the Complex Grounds during the Rodeo Festival only, Tenant shall have (i) the exclusive right to license, sell, display, distribute and store all Non-Consumable Concessions that are comprised of entertainer merchandise or Houston Livestock Show and Rodeo named and logo merchandise, and effect the Concessions Operations regarding same, within the entire Leased Premises (including the Joint Club/Rodeo Store), (ii) the right to receive all Concession Revenues therefrom and (iii) the right to designate the locations for the sale of such items within the Leased Premises, in its sole and absolute discretion. On Tenant Event Days, Landlord shall make available to Tenant for its exclusive use and control one-half of all merchandise/novelty booths and stands equally disbursed throughout the Stadium for purposes of effectuating its rights under this Section 7.1.1.3(a).
- (b) Lease Term. At all times during the Lease Term, Tenant shall have (i) the exclusive right to license, sell, display, distribute and store all Non-Consumable Concessions that are comprised of entertainer merchandise or Houston Livestock Show and Rodeo named and

logo merchandise, and effect the Concessions Operations regarding same, within the Joint Club/Rodeo Store and (ii) the right to receive all Concession Revenues therefrom.

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

7.1.2 Terms of Grant. Tenant shall have the exclusive right to (i) solicit, select and contract with one or more Concessionaires to operate the Concession Operations within the Concession Rights Area, (ii) negotiate and enter into agreements with Concessionaires to administer any such concession agreements and (iii) to determine the location of all concession facilities within the Concession Rights Area. Neither Tenant nor any of its subtenants, licensees, Concessionaires, employees or agents shall conduct or permit any Concession Operations outside of the Concession Rights Area, except with the prior written consent of Landlord, which right to consent is subject to the terms of the Stadium Tri-Party Agreement. Landlord agrees to comply with all provisions of Tenant's concession agreements entered into pursuant to this Section 7.1, including any exclusives or priorities granted to Concessionaires during Tenant Events. Tenant and the Concessionaire shall at all times comply with all Governmental Rules and shall procure any and all permits or licenses required by any Governmental Authority relating to the Concession Rights and Concession Operations.

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

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

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

ARTICLE 8

CAPITAL REPAIR AND REPLACEMENT COSTS

Section 8.1 Capital Repair Reserve Fund. Landlord shall (i) establish and maintain the Capital Repair Reserve Account for the purpose of holding, applying, investing and transferring the Capital Repair Reserve Fund, and (ii) hold and disburse the funds required to be deposited in the Capital Repair Reserve Fund, all in accordance with the Stadium Tri-Party Agreement.

Section 8.2 Landlord's Capital Repair Reserve Fund Deposits. Landlord shall deposit, or cause to be deposited, the aggregate amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) into the Capital Repair Reserve Account each Lease Year pursuant to the Funding Agreement. Subject to the provisions of Article 13 and Article 14 and the Stadium Tri-Party Agreement, the Capital Repair Reserve Fund may only be used to pay the costs of Capital Repairs and may not be pledged, mortgaged, encumbered or otherwise used as security for any debt without the prior written consent of Tenant and the NFL Club. The Capital Repair Reserve Fund shall be invested only in Permitted Investments and all earnings and interest thereon shall accrue to the Capital Repair Reserve Fund and shall be available as part of the Capital Repair Reserve Fund for the uses permitted by the Stadium Tri-Party Agreement.

Section 8.3 Use of Capital Repair Reserve Fund. The Capital Repair Reserve Fund shall be utilized only as set out in this Stadium Lease and the Stadium Tri-Party Agreement.

ARTICLE 9

IMPOSITIONS

Section 9.1 Taxes and Assessments.

9.1.1 Impositions on Leased Premises. Landlord and Tenant agree that the Leased Premises and Landlord's FF&E are governmentally owned and should not be subject to Taxes and Impositions (other than the Parking Tax and Admissions Tax). The Parties agree to reasonably cooperate with each other and the Sports Authority in order to keep the Leased Premises and Landlord's FF&E free from Taxes and Impositions (other than the Parking Tax and Admissions Tax), which cooperation may include the acquisition of the Leased Premises and Landlord's FF&E by the Sports Authority with a lease back to Landlord. Nevertheless, throughout the Lease Term,

in the event that Taxes or Impositions (excluding the Parking Tax and Admissions Tax, but including amounts payable by the "operator" under Section 334.044(d) of the Texas Local Government Code, as amended) are levied on, or payable with respect to, the Leased Premises and Landlord's FF&E or the Leasehold Estate, Tenant shall not be responsible for such.

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

9.1.3 Future Taxes or Impositions. Tenant shall not be responsible for any Parking Tax or Admissions Tax, whether now existing or hereafter levied, other than Admissions Tax or Parking Tax that, when combined with any surcharge related thereto that constitutes Miscellaneous Revenues, is within the limits specified in the definition of Miscellaneous Rodeo Revenues. Additionally, no Targeted Tax shall be imposed. If any Targeted Tax is imposed during the Lease Term, Tenant shall, in addition to any other rights or remedies available at law or in equity, receive a credit against the Guaranteed Payment or any other payments owed by Tenant hereunder, in the amount of the Targeted Tax (a) paid by Tenant or (b) otherwise paid to the extent any such Targeted Tax is imposed in connection with a Tenant Event. Notwithstanding anything herein to the contrary, Tenant agrees that a Parking Tax that is not otherwise a Targeted Tax pursuant to the terms of this Stadium Lease and the Principal Project Documents shall not be considered a Targeted Tax merely because it is imposed on cars entering the Complex Grounds for Tenant Events that are not in the Stadium.

ARTICLE 10

INSURANCE AND INDEMNIFICATION

Section 10.1 Policies Required.

10.1.1 Landlord's Property Insurance Policy. Commencing on the 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, an "All Risk" property insurance policy (the "**Landlord's Property Insurance Policy**") providing for coverage of the Leased Premises (including any Additional Landlord Work or Additional Tenant Work) against loss or damage due to Insured Casualty Risks on commercially reasonable terms from time to time available with respect to improvements in Houston, Harris County, Texas similar to the Leased Premises, and affording coverage for, among other things, demolition and debris removal, naming Landlord as the first named insured, Tenant and the NFL Club as additional insureds, and any Facility Mortgagee or Tenant Mortgagee as a mortgagee, as their respective interests may appear, for a sum at least equal to one hundred percent (100%) of the insurable replacement cost of the Leased Premises, to be determined annually during the Lease Term, and with any deductible, which shall be paid by Landlord, not exceeding One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per loss, unless not available on commercially reasonable terms in which

circumstance the lowest deductible in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) available on commercially reasonable terms shall be obtained, but in all events the deductible, which shall be paid by Landlord, shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00). The Landlord's Property Insurance Policy shall provide for business interruption insurance in an amount calculated in accordance with the provisions of Appendix G of this Stadium Lease. The Landlord's Property Insurance Policy shall additionally comply with all requirements applicable to it set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 10.

10.1.2 Policies Required For Additional Landlord Work - Builder's All Risk Policy. In the event the reasonably anticipated total cost of any Additional Landlord Work (calculated so as to include, but not be limited to, all sums payable under any Additional Landlord Work construction contracts related thereto) is equal to or exceeds One Million and No/100 Dollars (\$1,000,000.00) and such Additional Landlord Work is not covered during the course of construction by the Landlord's Property Insurance Policy, then prior to the commencement of any Additional Landlord Work and at all times during the performance of such Additional Landlord Work, Landlord shall obtain, keep and maintain or cause to be obtained, kept and maintained, builder's "all risk" insurance policies (collectively, the "**Landlord's Builder's All Risk Policies**") affording coverage of such Additional Landlord Work, whether permanent or temporary, and all materials intended for incorporation into the Leased Premises, whether stored on-site or off-site, related thereto, against loss or damage due to Insured Casualty Risks on commercially reasonable terms from time to time available with respect to similar work in Houston, Harris County, Texas. The Landlord's Builder's All Risk Policies shall be written on an occurrence basis and on a "replacement cost" basis, insuring one hundred percent (100%) of the insurable value of the cost of the Additional Landlord Work, using a completed value form (with permission to occupy upon completion of work or occupancy), naming Landlord as the first name insured, Tenant and the NFL Club as additional insureds, and any Facility Mortgagee or Tenant Mortgagee as a mortgagee, as their respective interests may appear, and with any deductible, which shall be paid by Landlord, not exceeding One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per loss; *provided, however*, that, in the case of demolition and debris removal coverage, Landlord shall carry coverage in not less than the full amount necessary to demolish the Additional Landlord Work and to remove all debris that may exist after the occurrence of any Insured Casualty Risks. The Landlord's Builder's All Risk Policies additionally shall comply with all requirements applicable to them set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 10. The cost of any Landlord's Builder's All Risk Policy shall be considered a cost of the Additional Landlord Work.

10.1.3 Additional Policies Required by Landlord During the Lease Term. Commencing on the 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**"), no more restrictive than the current standard ISO Commercial Liability occurrence form policy in use in the State of Texas, written on an

occurrence basis and covering the entire Astrodomain Complex and the Additional Parking Land (but having sub-limits that are site-specific to the Leased Premises), naming Landlord as the named insured (with the effect that Landlord and its employees are covered) and any Facility Mortgagee, any Tenant Mortgagee, Tenant and the NFL Club as additional insureds, affording protection against liability arising out of personal injury, bodily injury and death and/or property damage occurring, in, upon or about the Leased Premises or resulting from, or in connection with, the construction, use, operation or occupancy of the Leased Premises and containing provisions for severability of interests. The Landlord's GL Policy shall be primary and noncontributory to any policies carried by Tenant or the NFL Club except that Tenant's GL Policy shall be primary and noncontributory to the Landlord's GL Policy as to (i) Tenant's Facilities and the Joint Club/Rodeo Store (which shall be jointly primary with NFL Club's "Tenant's GL Policy" as defined in the NFL Club Lease) at all times during the Lease Term, (ii) the portion of the Leased Premises comprising the Performance Area, the Suites, the Club Level (including the north and south portions of such level of the Stadium), the Rodeo Clubs and the Complex Grounds (other than the portion where Landlord derives parking or any other revenues) all on Tenant Event Days and (iii) the portion of the Stadium being used in connection with a Tenant Non-Event during the holding of a Tenant Non-Event. The Landlord's GL Policy shall be in such amount and such policy limits so that (i) the coverage and limits are adequate to maintain the Landlord's Excess/Umbrella Policy without gaps in coverage between the Landlord's GL Policy and the Landlord's Excess/Umbrella Policy and (ii) the minimum policy limits set forth in the Insurance Plan Additional Requirements are satisfied. The Landlord's GL Policy additionally shall comply with all requirements applicable to it set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 10.

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

(c) Excess/Umbrella Policy. An excess or umbrella liability insurance policy ("**Landlord's Excess/Umbrella Policy**"), written on an occurrence basis, in an

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

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

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

(a) Commercial General Liability Policy. A commercial general liability insurance policy ("Tenant's GL Policy"), no more restrictive than the current standard ISO Commercial Liability occurrence form policy in use in the State of Texas, written on an occurrence basis and limited to the Leased Premises (or if not so limited, having a general aggregate limit, if any, that shall be site-specific to the Leased Premises), naming Tenant as the named insured (with the effect that Tenant and its employees are covered) and any Facility Mortgagee, any Tenant Mortgagee, the NFL Club and Landlord as additional insureds, affording protection against liability arising out of personal injury, bodily injury and death and/or property damage occurring, in, upon or about the Leased Premises or resulting from, or in connection with, the use, operation or occupancy of the Leased Premises and containing provisions for severability of interests. The Tenant's GL Policy shall be primary and noncontributory to the Landlord's GL Policy as to (i) Tenant's Facilities and the Joint Club/Rodeo Store (which shall be jointly primary with NFL Club's "Tenant's GL Policy" as defined in the NFL Club Lease) at all times during the Lease Term, (ii) the portion of the Leased Premises comprising the Performance Area, the Suites, the Club Level (including the north and south portions of such level of the Stadium), the Rodeo Clubs

and the Complex Grounds (other than the portion where Landlord derives parking or any other revenues) all on Tenant Event Days and (iii) the portion of the Stadium being used in connection with a Tenant Non-Event during the holding of a Tenant Non-Event, otherwise the Landlord's GL Policy shall be primary and noncontributory to any policies carried by Tenant. The Tenant's GL Policy shall be in such amount and such policy limits so that (i) the coverage and limits are adequate to maintain the Tenant's Excess/Umbrella Policy without gaps in coverage between the Tenant's GL Policy and the Tenant's Excess/Umbrella Policy and (ii) the minimum policy limits set forth in the Insurance Plan Additional Requirements are satisfied. The Tenant's GL Policy additionally shall comply with all other requirements applicable to it set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 10.

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

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

(d) Builder's All Risk Policy. In the event the reasonably anticipated total cost of any Additional Tenant Work (calculated so as to include, but not be limited to, all sums payable under any Additional Tenant Work construction contracts related thereto)

is equal to or exceeds One Million and No/100 Dollars (\$1,000,000.00) and such Additional Tenant Work is not covered during the course of construction by the Landlord's Property Insurance Policy, then prior to the commencement of any Additional Tenant Work and at all times during the performance of such Additional Tenant Work, Tenant shall obtain, keep and maintain or cause to be obtained, kept and maintained, builder's "all risk" insurance policies (collectively, the "**Tenant's Builder's All Risk Policies**") affording coverage of such Additional Tenant Work, whether permanent or temporary, and all materials intended for incorporation into the Leased Premises, whether stored on-site or off-site, related thereto, against loss or damage due to Insured Casualty Risks on commercially reasonable terms from time to time available with respect to similar work in Houston, Harris County, Texas. The Tenant's Builder's All Risk Policies shall be written on an occurrence basis and on a "replacement cost" basis, insuring one hundred percent (100%) of the insurable value of the cost of the Additional Tenant Work, using a completed value form (with permission to occupy upon completion of work or occupancy), naming Tenant as the first named insured, Landlord and the NFL Club as additional insureds, and any Facility Mortgagee and any Tenant Mortgagee as mortgagee, as their respective interests may appear, and with any deductible, which shall be paid by Tenant, not exceeding One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per loss; *provided, however*, that, in the case of demolition and debris removal coverage, Tenant shall carry coverage in not less than the full amount necessary to demolish the Additional Tenant Work and to remove all debris that may exist after the occurrence of any Insured Casualty Risks. The Tenant's Builder's All Risk Policies additionally shall comply with all requirements applicable to them set forth in the Insurance Plan Additional Requirements to the extent not inconsistent with this Article 10. The cost of any Tenant's Builder's All Risk Policy shall be considered a cost of the Additional Tenant Work.

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

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

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

Section 10.3 Blanket or Master Policy. Any one or more of the types of insurance coverages required in this Stadium Lease (except for the Tenant's GL Policy which shall have a general aggregate limit that shall be site-specific to the Leased Premises, and the Landlord's GL Policy which shall have a general aggregate limit that shall be site-specific to the Astrodomain Complex and the Additional Parking Land and sub-limits specific to the Leased Premises) may be obtained, kept and maintained through a blanket or master policy insuring other entities (such as a parent corporation of Tenant, Affiliates of Tenant or the general partner(s) thereof), *provided* that (a) such blanket or master policy and the coverage effected thereby comply with all applicable requirements of 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 if higher excess limits have not been purchased.

Section 10.4 Failure to Maintain. If at any time and for any reason Tenant or Landlord fails to provide, maintain, keep in force and effect, or deliver to the other Party proof of, any of the insurance required under this Stadium Lease and such failure continues for ten (10) days after notice thereof from the other Party to Tenant or Landlord, as the case may be, the other Party may, but shall have no obligation to, procure single interest insurance for such risks covering the other Party (or, if no more expensive, the insurance required by 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 10.5 Additional Policy Requirements.

10.5.1 Insurers; Certificate and Other Requirements.

(a) All insurance policies required to be procured under this Stadium Lease shall be effected under valid policies issued by insurers which have an Alfred M. Best Company, Inc. rating of "A-" or better and a financial size category of not less than "X" (or, if Alfred M. Best Company, Inc. no longer uses such rating system, then the equivalent or

most similar ratings under the rating system then in effect, or if Alfred M. Best Company, Inc. is no longer the most widely accepted rater of the financial stability of insurance companies providing coverage such as that required by 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); *provided* that Landlord and Tenant may utilize insurers with lower Alfred M. Best Company, Inc. ratings with the prior written consent of the other Party.

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

(c) Each and every insurance policy required to be carried hereunder by or on behalf of any Party shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless the other Party (and the NFL Club, if applicable) 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 (and the NFL Club, if applicable) 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 (and the NFL Club, if applicable) on the earliest possible date but in no event less than ten (10) days prior to the effective date of such cancellation.

10.5.2 Delivery of Evidence of Insurance. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of this Stadium Lease, on or before the date on which each such policy is required to be first obtained and prior to the expiration of any policy required hereunder previously obtained, Tenant and Landlord, as the case may be, shall deliver to the other Party (and the NFL Club, if applicable) 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 (and the NFL Club, if applicable) 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 (and the NFL Club, if applicable) with a copy of such insurance policy.

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

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

Section 10.7 Indemnification.

10.7.1 Tenant's Agreement to Indemnify. TENANT SHALL, EXCEPT AS PROVIDED IN SECTION 10.7.2 OR OTHERWISE EXPRESSLY PROVIDED IN THE PRINCIPAL PROJECT DOCUMENTS, DEFEND, PROTECT, INDEMNIFY AND HOLD LANDLORD, THE SPORTS AUTHORITY, THE COUNTY, AND THEIR RESPECTIVE

AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, SUITS, CLAIMS AND JUDGMENTS OF ANY NATURE (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), ARISING FROM OR IN CONNECTION WITH ANY INJURY TO OR DEATH OF A THIRD PERSON OR ANY DAMAGE TO PROPERTY OF A THIRD PERSON (INCLUDING LOSS OF USE) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH (i) TENANT'S USE OR OCCUPANCY OF THE PORTION OF THE LEASED PREMISES COMPRISING (X) THE PERFORMANCE AREA, THE SUITES, THE CLUB LEVEL (INCLUDING THE NORTH AND SOUTH PORTIONS OF SUCH LEVEL OF THE STADIUM), THE RODEO CLUBS AND THE COMPLEX GROUNDS (OTHER THAN THE PORTION WHERE LANDLORD DERIVES PARKING OR ANY OTHER REVENUES) DURING TENANT EVENT DAYS AND (Y) THE PORTION OF THE STADIUM BEING USED IN CONNECTION WITH A TENANT NON-EVENT DURING THE HOLDING OF A TENANT NON-EVENT OR (ii) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF (A) TENANT, (B) TENANT'S CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INVITEES OR SPACE TENANTS (BUT ONLY IF SUCH SPACE TENANT IS LICENSED DIRECTLY AND SOLELY BY TENANT) OR (C) ANY INDIVIDUAL APPOINTED BY TENANT TO SUBSTITUTE FOR AND REPLACE MEMBERS OF LANDLORD'S EVENT STAFFING AND ADDITIONAL STAFFING PURSUANT TO SECTION 6.1.2.7 WHILE ACTING IN SUCH CAPACITY.

10.7.2 Tenant's Exclusions. Notwithstanding the provisions of Section 10.7.1, Tenant shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including reasonable attorneys' fees and expenses) arising from or in connection with:

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

(b) Landlord's violation of any provisions of 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, invitees or Space Tenants (but only if such Space Tenant is licensed directly and solely by Tenant); or

(d) Any Environmental Event caused by Landlord, the Sports Authority, the County, any of Landlord's other tenants, including the NFL Club, or any of their respective

employees, officers, directors, contractors, agents, invitees or Space Tenants (other than Space Tenants that are licensed directly and solely by Tenant), or by any other Person other than those referenced in clause (ii) of Section 10.7.1.

10.7.3 Landlord's Agreement to Indemnify. LANDLORD SHALL, EXCEPT AS PROVIDED IN SECTION 10.7.4 OR OTHERWISE IN THE PRINCIPAL PROJECT DOCUMENTS, DEFEND, PROTECT, INDEMNIFY AND HOLD TENANT AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL (A) LIABILITIES, DAMAGES, SUITS, CLAIMS AND JUDGMENTS OF ANY NATURE (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), ARISING FROM OR IN CONNECTION WITH ANY INJURY TO OR DEATH OF A THIRD PERSON OR ANY DAMAGE TO PROPERTY OF A THIRD PERSON (INCLUDING LOSS OF USE) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH (i) THE LEASE, OPERATION, USE, OCCUPANCY, MAINTENANCE OR REPAIR OF THE LEASED PREMISES BY LANDLORD, THE COUNTY, ANY OF LANDLORD'S OTHER TENANTS, INCLUDING THE NFL CLUB, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, INVITEES OR SPACE TENANTS (OTHER THAN SPACE TENANTS THAT ARE LICENSED DIRECTLY AND SOLELY BY TENANT), OR (ii) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, THE COUNTY, OR THEIR RESPECTIVE LICENSEES, TENANTS (OTHER THAN TENANT), CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INVITEES OR SPACE TENANTS (OTHER THAN SPACE TENANTS THAT ARE LICENSED DIRECTLY AND SOLELY BY TENANT) OR (B) LIABILITIES OF ANY NATURE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH ANY FINANCIAL RESPONSIBILITY OF TENANT CONTRARY TO THE PROVISIONS OF SECTION 9.1.1.

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

- (a) Any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful misconduct of Tenant, or its Affiliates, employees, officers, directors, contractors, agents, invitees or Space Tenants (but only if such Space Tenant is licensed directly and solely by Tenant);
- (b) Tenant's violation of any provisions of 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 by Tenant, or any of its employees, officers, directors, contractors, agents, invitees or Space Tenants (but only if such Space Tenant is licensed directly and solely by Tenant); or

(d) Any Environmental Event caused by Tenant, or any of its employees, officers, directors, contractors, agents, invitees or Space Tenants (but only if such Space Tenant is licensed directly and solely by Tenant).

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

10.7.6 Conduct of Claims. The Party entitled to indemnification under this Section 10.7 (the "**Indemnified Party**") shall reasonably promptly after the receipt of notice of any legal action or claim against such Indemnified Party in respect of which indemnification may be sought pursuant to this Section 10.7, notify the other Party (the "**Indemnifying Party**") of such action or claim. The Indemnifying Party shall not be obligated to indemnify the Indemnified Party with respect to any such action or claim if the Indemnified Party knowingly fails to notify the Indemnifying Party thereof in accordance with the provisions of this Section 10.7.6 in sufficient time to permit the Indemnifying Party to defend against such matter and to make a timely response thereto, including any responsive motion or answer to a complaint, petition, notice or other legal, equitable or administrative process relating to the action or claim, but only in so far as such knowing failure to notify the Indemnifying Party has actually resulted in prejudice or damage to the Indemnifying Party. In case any such action or claim shall be made or brought against the Indemnified Party, the Indemnifying Party may, or if so requested by the Indemnified Party shall, assume the defense thereof with counsel of its selection reasonably acceptable to the Indemnified Party and which shall be reasonably competent and experienced to defend the Indemnified Party. In such circumstances, the Indemnified Party shall (i) at no cost or expense to the Indemnified Party, cooperate with the Indemnifying Party and provide the Indemnifying Party with such information and assistance as the Indemnifying Party shall reasonably request in connection with such action or claim and (ii) at its own expense, have the right to participate and be represented by counsel of its own choice in any such action or with respect to any such claim. If the Indemnifying Party assumes the defense of the relevant claim or action, (a) the Indemnifying Party shall not be liable for any settlement thereof which is made without its consent and (b) the Indemnifying Party shall control the settlement of such claim or action; *provided, however*, that the Indemnifying Party shall not conclude any settlement which requires any action or forbearance from action or payment or admission by the Indemnified Party or any of its Affiliates without the prior approval of the Indemnified Party. The obligations of an Indemnifying Party shall not extend to any loss, damage and expense of whatever kind and nature (including all related costs and expenses) to the extent the same results from the taking by the Indemnified Party of any action (unless required by law or applicable legal process) after the assertion of any claim which gave rise to the obligation to indemnify which prejudices the successful defense of the action or claim, without, in any such case, the prior written consent of the Indemnifying Party (such consent not to be required in a case where the Indemnifying Party has not assumed the defense of the action or claim). The Indemnified Party agrees to afford the Indemnifying Party and its counsel the opportunity to be present at, and to participate in, conferences with all Persons, including Governmental Authorities, asserting any claim or action against the Indemnified Party covered by the indemnity contained in this Section 10.7 or conferences with representatives of or counsel for such Person.

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

ARTICLE 11
OWNERSHIP OF LEASED PREMISES; ACCESS

Section 11.1 Title to the Leased Premises.

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

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

Section 11.2 Access to the Leased Premises by Landlord.

11.2.1 Leased Premises. Landlord shall be entitled to uninterrupted access to the Leased Premises (excluding Tenant's Facilities) at all times during the Lease Term except on Tenant Event Days and days on which Tenant Non-Events occur. On Tenant Event Days and days on which Tenant Non-Events occur, Landlord's reasonably necessary authorized representatives may have access to the Leased Premises provided such authorized representatives have proper credentials

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

11.2.2 Tenant's Facilities. During the Lease Term, Landlord and its reasonably necessary authorized representatives, bearing proper credentials issued by Landlord, shall only have access to Tenant's Facilities provided Landlord uses reasonable efforts given the totality of the circumstances to deliver to Tenant notice twenty-four (24) hours in advance of such contemplated access and provided such access is for the purpose of (a) inspection, (b) the performance of (i) any Maintenance and repair to be performed by Landlord, (ii) any Landlord Remedial Work or Tenant Remedial Work or (iii) other work in Tenant's Facilities made necessary by reason of Tenant's Default, (c) Landlord's operation of Tenant's Facilities under Section 6.1 and Section 18.2, as applicable, or (d) reasonable exhibition of the Tenant's Facilities to others during the last twelve (12) months of the Lease Term; *provided, however*, if reasonably possible the foregoing items (a), (b) and (d) shall be performed by Landlord on days other than Tenant Event Days; *and further provided* that if the foregoing items (a), (b) and (d) must be performed on a Tenant Event Day such entry shall be conducted in such a manner as to minimize interference with the activities being conducted in Tenant's Facilities. During normal Business Hours and upon written notice to Landlord, Tenant shall have the right to review any records maintained by Landlord, or otherwise available to Landlord, regarding access by any Persons to and from Tenant's Facilities.

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

ARTICLE 12

ENFORCEABLE CONTRACTS

Landlord and Tenant's rights and obligations with regard to Enforceable Contracts are set forth in the Stadium Tri-Party Agreement.

ARTICLE 13
CASUALTY DAMAGE

Section 13.1 Damage or Destruction. If, at any time during the Lease Term, there is any Casualty to the Leased Premises or any part thereof, then Landlord shall (i) use all reasonable efforts to promptly secure the area of damage or destruction to safeguard against injury to Persons or Property and remediate any hazard, and promptly thereafter, notify Tenant in writing of the estimated time to remedy such Casualty and restore the Leased Premises to a safe condition whether by repair or by demolition, removal of debris and screening from public view, and (ii) Landlord shall, to the extent allowed by law, promptly commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of adjusting the insurance loss and subject to Excusable Landlord Delay) to repair, restore, replace or rebuild the Leased Premises as nearly as practicable to a condition which is at least substantially equivalent to that existing immediately prior to such damage or destruction, subject to the terms of Section 13.3 below. Such repair, restoration, replacement or rebuilding, including temporary repairs for the protection of other Property pending the completion of any such work, remediation of hazards and restoration of the Leased Premises to a safe condition or any demolition and debris removal required are sometimes referred to in this Stadium Lease as the "**Casualty Repair Work.**" To the extent any Casualty Repair Work is not performed by Landlord's employees, such Casualty Repair Work must be performed on an arms length, bona fide basis by Persons who are not Affiliates of Landlord and on commercially reasonable terms given the totality of the then existing circumstances. If an Untenantable Condition exists as a result of a Casualty, in addition to any other remedies available to Tenant on account thereof under this Stadium Lease, the Guaranteed Payment shall be reduced during the existence of such Untenantable Condition in accordance Section 18.7.

Section 13.2 Insurance Proceeds.

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

13.2.2 Disbursements of Excess Proceeds. If the Insurance Proceeds (and other funds, if any) received by Landlord shall exceed the entire cost of the Casualty Repair Work, Landlord shall deposit the amount of any such excess proceeds into the Capital Repair Reserve Account and thereupon such proceeds shall constitute part of the Capital Repair Reserve Fund.

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

13.2.4 Application of Insurance Proceeds.

13.2.4.1 Stadium Lease Terminated. In the event this Stadium Lease shall be terminated pursuant to the provisions of Section 13.3.1, Insurance Proceeds, if any, payable in respect of such damage or destruction shall be payable to, and held and distributed by, Landlord. Landlord shall distribute such Insurance Proceeds as follows and in the following order of priority (i) first, to Landlord for the payment of all reasonable costs of Casualty Repair Work to rebuild if (a) Landlord has an obligation to the NFL Club under the NFL Club Lease to rebuild or (b) Landlord has elected to rebuild, except that in either circumstance, any Insurance Proceeds of business interruption insurance in an amount equal to Guaranteed Payments that would have otherwise been payable hereunder notwithstanding such termination shall be segregated and applied toward payment of such Guaranteed Payments, (ii) second, if Landlord has elected not to rebuild or is not obligated to rebuild, to Landlord for payment of all reasonable costs necessary to demolish any of the Leased Premises and to remediate any hazards caused by such Casualty, (iii) third, to pay the amount of outstanding principal and accrued interest under any Public Debt and any reimbursement obligation by the Sports Authority to the Bond Insurer related to any Public Debt that remains unsatisfied, (iv) fourth, to pay the amount of outstanding principal and accrued interest to any Facility Mortgagee under a Facility Mortgage, (v) fifth, only if Landlord has elected not to rebuild, to Tenant the product of the Tenant's Casualty Proceeds Ratio multiplied by the remaining Insurance Proceeds and (vi) sixth, to Landlord, the remainder.

13.2.4.2 Stadium Lease Not Terminated. Notwithstanding anything in this Stadium Lease, including the foregoing Section 13.2.4.1, to the contrary, in the event this Stadium Lease is not terminated pursuant to the provisions of Section 13.3.1, Insurance Proceeds, if any, payable in respect of such damage or destruction shall be payable to, and held and distributed by, Landlord. Landlord shall distribute such Insurance Proceeds as follows and in the following order of priority (i) first, if Tenant has elected pursuant to a right granted herein to offset or otherwise reduce the amount of any Guaranteed Payment, Landlord shall use such Insurance Proceeds to pay the portion of any Guaranteed Payment which Tenant has so elected not to pay pursuant to such offset or other reduction, (ii) second, to rebuild, if Landlord has an obligation to rebuild, and (iii) third, to Landlord the remainder.

Section 13.3 Option to Terminate.

13.3.1 Damage or Destruction of Substantially All of the Improvements. In the event that Substantially All of the Improvements are damaged or destroyed by a Casualty that is not the result of the willful misconduct of Tenant or any of its agents, employees, Space Tenants (but only those Space Tenants licensed directly and solely by Tenant) or contractors, Tenant may, at its option (exercised with reasonable promptness in the circumstances, but in all events within ninety

(90) days after the date Tenant receives the written notification of the estimated time to remedy such Casualty), terminate this Stadium Lease and all other Principal Project Documents (other than the Existing Rodeo Lease unless permitted pursuant thereto) by (y) serving upon Landlord notice within such period setting forth Tenant's election to terminate this Stadium Lease and all other Principal Project Documents (other than the Existing Rodeo Lease unless permitted pursuant thereto) as a result of such Casualty as of the end of the calendar month in which such notice is delivered to Landlord and (z) paying to Landlord, concurrently with the service of such notice, all the Payments which would otherwise have been payable up to the effective date of such termination. Upon the service of such notice and the making of such Payments within the foregoing time period, this Stadium Lease and all other Principal Project Documents (other than the Existing Rodeo Lease unless permitted pursuant thereto) shall cease and terminate with respect to Tenant on the date specified in such notice with the same force and effect as if such date were the date originally fixed as the Lease Expiration Date. Failure to terminate 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, Landlord shall commence to perform the Casualty Repair Work and prosecute such Casualty Repair Work to completion as provided in this Article 13, unless the Casualty occurs at any time during the last four (4) years of the Lease Term in which event Landlord may elect to terminate this Stadium Lease by written notice to Tenant within one hundred twenty (120) days after such Casualty, with such termination to be deemed a termination by Tenant under the terms of this Section 13.3.1.

13.3.2 Distribution of Capital Repair Reserve Account

13.3.2.1 Distribution. In the event this Stadium Lease is terminated pursuant to the provisions of Section 13.3.1 and Landlord does not rebuild, Tenant shall be entitled to receive one-third (1/3) of any amounts remaining in the Capital Repair Reserve Account as of the date of the Casualty; *provided, however*, that if Landlord has an obligation to NFL Club under the NFL Club Lease to perform any Casualty Repair Work, Tenant shall be entitled to receive one-third (1/3) of any amounts remaining in the Capital Repair Reserve Account at such time as the NFL Club Lease shall terminate or expire, whether by its own terms or otherwise, but in no event greater than one-third (1/3) of the amount in the Capital Repair Reserve Account at the time of the Casualty.

13.3.2.2 Limitation on Distribution. Notwithstanding anything in Section 13.3.2.1 to the contrary, during the Bond Insurance Period and at such time as Tenant or the NFL Club are entitled to receive their share of the Capital Repair Reserve Account as provided in Section 13.3.2.1, the Capital Repair Reserve Account shall first be used to pay the outstanding Public Debt of the Sports Authority or any reimbursement obligation by the Sports Authority to the Bond Insurer related to the Public Debt that remains unsatisfied, and then the balance of the Capital Repair Reserve Account shall be allocated to Tenant and the NFL Club as provided in Section 13.3.2.1.

13.3.3 Definition of Substantially All of the Improvements. For the purposes of this Section 13.3, "**Substantially All of the Improvements**" shall be deemed to be damaged or destroyed if such Casualty causes an Untenantable Condition to exist, or be reasonably expected to exist, for more than two (2) years from the date of the Casualty. The determination of whether the

Leased Premises can be rebuilt, repaired and/or reconfigured in order to remedy such Untenantable Condition within such two (2) year period shall be made within sixty (60) days of the date of the Casualty by an independent architect mutually selected by Landlord, Tenant and the NFL Club and, if during the Bond Insurance Period, after consultation with the Bond Insurer at least ten (10) days prior to selection.

13.3.4 Landlord's Intent to Rebuild. For the purpose of Section 13.2.4, Landlord shall be deemed to have elected not to rebuild if Landlord has not (i) given the notice required by Section 13.1(i), (ii) within nine (9) months after the date of the Casualty, passed a resolution indicating its intent to rebuild and commenced discussions with a construction contractor to perform the rebuilding, (iii) within eighteen (18) months after the date of the Casualty, signed a contract with a construction contractor to perform the Casualty Repair Work, (iv) commenced the Casualty Repair Work within one hundred twenty (120) days after the date of the signing of the contract with the construction contractor and (v) following such commencement, diligently continued to perform and cause the performance to completion of the Casualty Repair Work.

Section 13.4 Survival. The provisions contained in this Article 13 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 14 **CONDEMNATION**

Section 14.1 Temporary Taking. If at any time during the Lease Term, title or possession to the whole or any part of the Leased Premises or the Leasehold Estate shall be taken in a Condemnation Action for a temporary use or occupancy that does not encompass two (2) full Booked Spring Rodeos, the Lease Term shall not be reduced, extended or affected in any way, but if an Untenantable Condition exists as a result of such temporary taking, in addition to any other remedies available to Tenant on account thereof under this Stadium Lease, the Guaranteed Payment shall be reduced during the existence of such Untenantable Condition in accordance with Section 18.7, less the amount of the Condemnation Award received by Tenant pursuant to this Article 14.

Section 14.2 Condemnation of Substantially All of the Improvements.

14.2.1 Termination Rights. If at any time during the Lease Term, title or possession to the whole of the Leased Premises, the entire Leasehold Estate or Substantially All of the Improvements shall be taken in any Condemnation Action (or conveyed in lieu of any such Condemnation Action), other than for a temporary use or occupancy that does not encompass two (2) full Booked Spring Rodeos, then Tenant may, at its option (exercised with reasonable promptness in the circumstances, but in all events within ninety (90) days after Tenant receives written notification of the estimated time required to remedy the taking of the whole of the Leased Premises, the entire Leasehold Estate or Substantially All of the Improvements), terminate this Stadium Lease and all other Principal Project Documents (other than the Existing Rodeo Lease unless permitted pursuant thereto) by (i) serving upon Landlord notice within such period setting forth Tenant's

election to terminate this Stadium Lease and all other Principal Project Documents (other than the Existing Rodeo Lease unless permitted pursuant thereto) as a result of such taking (or conveyance) as of the end of the calendar month in which such notice is delivered to Landlord and (ii) paying to Landlord, concurrently with the service of such notice, all the Payments which would otherwise have been payable up to the effective date of such termination. Upon the service of such notice and the making of such Payments within the foregoing time period, this Stadium Lease and all other Principal Project Documents (other than the Existing Rodeo Lease unless permitted pursuant thereto) shall cease and terminate with respect to Tenant on the date specified in such notice with the same force and effect as if such date were the date originally fixed as the Lease Expiration Date. Failure to terminate 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, Landlord shall commence to perform the Condemnation Repair Work and prosecute such Condemnation Repair Work to completion as provided in this Article 14, unless the Condemnation Action (or conveyance in lieu of any such Condemnation Action) occurs at any time during the last four (4) years of the Lease Term in which event Landlord may elect to terminate this Stadium Lease by written notice to Tenant within one hundred twenty (120) days after such taking (or conveyance), with such termination to be deemed a termination by Tenant under the terms of this Section 14.2.1.

14.2.2 Definition of Substantially All of the Improvements. For purposes of this Article 14, "**Substantially All of the Improvements**" shall be deemed to have been taken if, by reason of the taking of title to or possession of the Leased Premises or any portion thereof by Condemnation Actions, an Untenantable Condition exists, or is reasonably expected to exist, for a period of time encompassing two (2) full Booked Spring Rodeos or more beginning from the date of such taking (or conveyance), including any temporary taking of such length. The determination of whether the Leased Premises can be rebuilt, repaired and/or reconfigured in order to remedy such Untenantable Condition within such time shall be made within sixty (60) days of the date of the taking (or conveyance) by an independent architect mutually selected by Landlord, Tenant and the NFL Club and, if during the Bond Insurance Period, after consultation with the Bond Insurer at least ten (10) days prior to selection.

Section 14.3 Condemnation Repair Work. In the event of (i) a Condemnation Action affecting less than the whole of the Leased Premises, less than the entire Leasehold Estate or less than Substantially All of the Improvements or (ii) a Condemnation Action affecting the whole of the Leased Premises, the entire Leasehold Estate or Substantially All of the Improvements and Tenant or Landlord do not exercise their respective options to terminate this Stadium Lease pursuant to Section 14.2.1 of this Stadium Lease, then the Lease Term shall not be reduced or affected in any way, and Landlord shall, with reasonable diligence (subject to Excusable Landlord Delay), commence and thereafter proceed to repair, alter and restore the remaining part of the Leased Premises to substantially their former condition to the extent that the same may be feasible and necessary so as to constitute a complete multipurpose complex usable for its intended purposes, including professional rodeo competitions, livestock shows and major music concerts, and as otherwise contemplated under this Stadium Lease and the NFL Club Lease, to the extent practicable and permitted by applicable Governmental Rules. Such repairs, alterations or restoration, including

temporary repairs for the protection of Persons or Property pending the completion of any part thereof, are sometimes referred to in this Article 14 as the "**Condemnation Repair Work.**" Landlord shall be obligated to pay for the entire cost of all Condemnation Repair Work ("**Condemnation Expenses**") irrespective of the amount of Landlord's Condemnation Award. Amounts paid to Landlord as Landlord's Condemnation Award shall be held in trust for the purpose of paying Condemnation Expenses and shall be applied by Landlord to any such Condemnation Expenses or otherwise in accordance with the terms of this Section 14.3. To the extent any Condemnation Repair Work is not performed by Landlord's employees, such Condemnation Repair Work must be performed on an arms length, bona fide basis by persons who are not Affiliates of Landlord and on commercially reasonable terms given the totality of the then existing circumstances. All Condemnation Expenses in excess of Landlord's Condemnation Award shall be paid by Landlord, except as provided in this Article 14.

Section 14.4 Application of Condemnation Awards; Distribution of Capital Repair Reserve Account.

14.4.1 Obligation to Rebuild. In the event that (i) Tenant has not terminated this Stadium Lease pursuant to Section 14.2.1 of this Stadium Lease or (ii) Landlord has an obligation to the NFL Club under the NFL Club Lease to perform any Condemnation Repair Work, then Landlord's Condemnation Award and any Condemnation Award paid to Tenant for the Leasehold Estate (not including any portion of such Condemnation Award for Tenant's moving expenses or Tenant's separate Property) shall be distributed in the following order of priority: (a) to Landlord for the payment of all reasonable Condemnation Repair Work and (b) any amounts left over after applying such Condemnation Awards in accordance with the foregoing clause (a) shall be returned to the Party originally entitled to receive such Condemnation Award; *provided, however*, during the Bond Insurance Period, if as a result of such Condemnation Tenant has elected pursuant to a right granted herein to offset or otherwise reduce the amount of any Guaranteed Payment, such Condemnation Awards shall be used first to pay the portion of any Guaranteed Payment which Tenant has so elected not to pay pursuant to such offset or other reduction and then any balance of such Condemnation Award shall be used in the order of priority established under clauses (a) and (b) above.

14.4.2 No Obligation to Rebuild. In the event that Tenant has terminated this Stadium Lease pursuant to Section 14.2.1 of this Stadium Lease and Landlord does not have an obligation to the NFL Club under the NFL Club Lease to perform any Condemnation Repair Work, then Landlord's Condemnation Award shall be applied (i) as necessary, to pay the amount of outstanding principal and accrued interest under any Public Debt and any reimbursement obligation by the Sports Authority to the Bond Insurer related to any Public Debt that remains unsatisfied, and (ii) any excess shall be retained by Landlord, and Tenant shall be entitled to its full Condemnation Award.

14.4.3 Distribution of Capital Repair Reserve Account. In the event this Stadium Lease is terminated pursuant to Section 14.2.1 of this Stadium Lease and Landlord does not have an obligation to the NFL Club under the NFL Club Lease to perform any Condemnation Repair

Work, Tenant shall be entitled to receive one-third (1/3) of any amounts remaining in the Capital Repair Reserve Account as of the date of the taking (or conveyance); *provided, however*, that if Landlord does have an obligation to the NFL Club under the NFL Club Lease to perform any Condemnation Repair Work, Tenant shall be entitled to receive one-third (1/3) of any amounts remaining in the Capital Repair Reserve Account at such time as the NFL Club Lease shall terminate or expire, whether by its own terms or otherwise, but in no event greater than one-third (1/3) of the amount in the Capital Repair Reserve Account at the time of the taking (or conveyance).

14.4.4 Limitation on Distribution of Capital Repair Reserve Account.

Notwithstanding anything in Section 14.4.3 to the contrary, during the Bond Insurance Period and at such time as Tenant or the NFL Club are entitled to receive their share of the Capital Repair Reserve Account as provided in Section 14.4.3, the Capital Repair Reserve Account shall first be used to pay the outstanding Public Debt of the Sports Authority and any reimbursement obligation by the Sports Authority to the Bond Insurer related to any Public Debt that remains unsatisfied, and then the balance of the Capital Repair Reserve Account shall be allocated to Tenant and the NFL Club as provided in Section 14.4.3.

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

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

Section 14.7 Survival. The provisions contained in this Article 14 shall survive the expiration or earlier termination of 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.

Section 14.8 Rodeo Land. In the event that all or any portion of the Rodeo Land shall be subject to a Condemnation Action and as a result Landlord is unable to fulfill its parking obligations to Tenant under the Existing Rodeo Lease, including Section 2.5.4 of this Amendment, Tenant

agrees to contribute the proceeds of its condemnation award for such Condemnation Action towards Tenant's acquisition of real property to be used as part of the Additional Parking Land and as a replacement for the Rodeo Land, or such portion taken by the Condemnation Action. Tenant further agrees that any real property so acquired shall be conveyed by Tenant to Landlord (or the County, if so requested) under the same terms and conditions as to which the Rodeo Land was conveyed to the County as of the Effective Date.

ARTICLE 15
ASSIGNMENT; SUBLETTING

Section 15.1 Assignments of Tenant's Interest; Subleasing. Except as otherwise permitted by this Article 15 or Section 17.1, Tenant may not (and Tenant agrees that it will not), voluntarily, involuntarily, by operation of law or otherwise (including by way of merger or consolidation), sell, assign, transfer, sublease, pledge, mortgage or encumber this Stadium Lease or the Leasehold Estate (each, a "**Transfer**"), without (i) first obtaining the consent of Landlord and, during the Bond Insurance Period, Bond Insurer pursuant to this Article 15, which consent shall not be unreasonably withheld and (ii) unless such Transfer is a Permitted Transfer, a concurrent transfer of all of Tenant's rights and obligations under all of the Principal Project Documents in accordance with the terms of the Principal Project Documents. For purposes of 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.

Section 15.2 Permitted Transfers. Although the following shall constitute a Transfer under this Stadium Lease (each, a "**Permitted Transfer**"), Landlord's and, during the Bond Insurance Period, Bond Insurer's consent to such Permitted Transfer shall be deemed to have been obtained provided no uncured Tenant Default for which Landlord or, during the Bond Insurance Period and with respect to an Event of Default under Section 18.1.1(a), Section 18.1.1(c) or Section 18.1.1(d), Bond Insurer has delivered notice to Tenant shall then exist:

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

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

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

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

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

Section 15.3 Release of Tenant. No Transfer shall relieve Tenant from any of its obligations under 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 and, during the Bond Insurance Period, Bond Insurer 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 Existing Rodeo Lease (but only to the extent in force and applicable) and the other Principal Project Documents;

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

(d) The Tenant Transferee shall have assumed responsibility for performance of all of the obligations of Tenant under the 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 Landlord and, during the Bond Insurance Period, Bond Insurer, which approval shall not be unreasonably withheld 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"); and

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

requirement specified in this Subparagraph (e) being herein referred to as the "**Controlling Person Requirement**").

(f) As of the date of the Permitted Transfer (after giving effect to the Transfer), the Net Worth of the Tenant Transferee shall be no less than an amount equal to Ten Million and No/100 Dollars (\$10,000,000.00) (the "**Financial Test**"); *provided, however*, that the foregoing requirement to meet the Financial Test shall only apply during the Bond Insurance Period.

(g) The Tenant Transferee's satisfaction of the Financial Test, if necessary, 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, during the Bond Insurance Period, Bond Insurer, 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 Test is/was 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 and, during the Bond Insurance Period, Bond Insurer the accountant's letter described in Subparagraph (g) above, Landlord or, during the Bond Insurance Period, Bond Insurer deliver to transferring Tenant and the Tenant Transferee a request that such requesting Landlord or Bond Insurer be provided an opportunity to inspect and review the work papers used by such accounting firm in the preparation of such letter (all costs of any such inspection and review to be at such requesting Landlord's or Bond Insurer's expense), 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 such requesting Landlord or Bond Insurer who is reasonably acceptable to the transferring Tenant. Such inspection and review by the individual designated by such requesting Landlord or Bond Insurer shall take place during the thirty (30) day period following the later of the delivery of such request by such requesting Landlord or Bond Insurer or the approval by the transferring Tenant of the individual designated by such requesting Landlord or Bond Insurer and shall be at a reasonable location designated by such accounting firm. Such requesting Landlord or Bond Insurer and the individual so designated by such requesting Landlord or Bond Insurer 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 15.4 Space Leases. Tenant shall have the right to enter into Space Leases and engage such third party vendors and contractors and enter into such other agreements or arrangements with other Persons as Tenant deems necessary, advisable or desirable to fully enjoy and exploit its rights as to the Leased Premises on Tenant Event Days, and as to the Tenant's Facilities at all times during the Lease Term, subject to the terms of the Stadium Tri-Party Agreement, *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 and shall comply with the terms of the Stadium Tri-Party Agreement. 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 15.5 Transfers by Landlord. Except with respect to a Landlord Transfer to the County or a County Affiliate and Facility Mortgages permitted pursuant to the terms of Article 16, Landlord shall not (and Landlord agrees that it will not) voluntarily, involuntarily, by operation of law or otherwise, sell, assign or otherwise transfer 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, which consent may be withheld, delayed or conditioned in Tenant's sole discretion. The following conditions must be complied with prior to, or simultaneously with, any Landlord Transfer, (i) Landlord must notify Tenant of the name and address of the Person who Landlord desires to succeed to the rights and obligations of Landlord under this Stadium Lease (a "**Landlord Transferee**"), (ii) Tenant's consent must be obtained with regard to any Landlord Transfer other than a Landlord Transfer to the County or a County Affiliate or Facility Mortgages permitted pursuant to the terms of Article 16, (iii) the Landlord Transferee shall have (x) received, and acknowledged receipt of, the collected balance of the Capital Repair Reserve Fund and Insurance Fund, if any, established a new Capital Repair Reserve Account and Insurance Account in its name, and deposited such amounts into escrow in such new Capital Repair Reserve Account and Insurance Account, as appropriate, for the benefit of Tenant and the NFL Club and to be held and distributed in accordance with this Stadium Lease and the Stadium Tri-Party Agreement as part of the Capital Repair Reserve Fund and Insurance Fund, as appropriate, and (y) assumed all of the obligations of Landlord under the Principal Project Documents arising on and after such Landlord Transfer and agreed to be bound by all of the terms, conditions and provisions of the Principal Project Documents, all pursuant to an instrument in form and substance approved by Tenant and, during the Bond Insurance Period, Bond Insurer, which approval shall not be unreasonably withheld and shall be limited to the question of whether such instrument, when duly executed, will be legally adequate to accomplish its intended purpose under this Stadium Lease if the Landlord Transferee is a governmental entity, but otherwise may be withheld in Tenant's or, during the Bond Insurance Period, Bond Insurer's discretion, (iv) with respect to any Landlord Transfer that occurs prior to the Substantial Completion Date, Landlord shall have provided Tenant and, during the Bond Insurance Period, Bond Insurer with evidence, reasonably acceptable to Tenant and, during the Bond Insurance Period, Bond Insurer that the Landlord Transferee has the financial wherewithal to perform all of Landlord's obligations under this Stadium Lease and the other Principal Project Documents and that such Landlord Transfer complies with all applicable Governmental Rules, and (v) following the Landlord Transfer, the Landlord Transferee must own, lease or otherwise control all of the

Astrodomain Complex and the Additional Parking Land in a manner that permits such Landlord Transferee to fulfill all of Landlord's obligations under the Principal Project Documents.

Section 15.6 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 and, during the Bond Insurance Period, Bond Insurer consents to such Landlord Transfer or (ii) Tenant's consent to such Landlord Transfer is not required pursuant to Section 15.5.

Section 15.7 Estoppel Certificate. In connection with any Permitted Transfer, Transfer to which Landlord has provided its consent, permitted Landlord Transfer or financing by Tenant, Landlord or the Sports Authority, Tenant and Landlord agree to execute and deliver to each other an estoppel certificate intended to be relied upon by Tenant, Landlord and any transferee or assignee pursuant to such Permitted Transfer, Transfer to which Landlord has provided its consent, permitted Landlord Transfer or financing by Tenant, Landlord or the Sports Authority, 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 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 15.8 Bond Insurer Consent to Landlord Transfer. During the Bond Insurance Period and in addition to Landlord's compliance with all of the terms and conditions of this Article 15 with respect to any Landlord Transfer, Landlord covenants and agrees that Landlord will (i) deliver a copy of the notice required to be delivered to Tenant pursuant to clause (i) of Section 15.5 to the Bond Insurer and (ii) obtain the consent of the Bond Insurer to the identity of any Landlord Transferee that is not the County or a County Affiliate, each prior to any such Landlord Transfer. In connection with a Landlord Transfer during the Bond Insurance Period to a Landlord Transferee who is a County Affiliate, Landlord must provide to the Bond Insurer a legal opinion reasonably satisfactory to the Bond Insurer stating that such County Affiliate is subject to Chapter 9 of the United States Bankruptcy Code, as amended.

ARTICLE 16
FACILITY MORTGAGES

Section 16.1 Facility Mortgages. Landlord may grant Liens against or with respect to its interest in the Leased Premises to secure 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 and the other Principal Project Documents, all of the obligations of Landlord hereunder and thereunder, and all of the rights, titles, interests and estates of Tenant (and those claiming by, through and under Tenant, including Space Tenants) created or arising under this Stadium Lease, (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 and (iii) for so long as the Bond Insurer has any obligation or commitment under any insurance policy covering any outstanding Public Debt of the Sports Authority with respect to the Stadium, Landlord shall not be entitled to grant any Lien otherwise permitted pursuant to the terms of this Section 16.1 against or with respect to Landlord's interest in the Stadium. 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 into a recordable non-disturbance agreement in form and substance reasonably acceptable to Tenant containing non-disturbance provisions reasonably acceptable to Tenant protecting Tenant's rights under this Stadium Lease and the other Principal 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 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 Tenant to perform all of 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 15.5.

Section 16.2 Pledge of Payments. Notwithstanding anything to the contrary in Section 16.1, but subject to the prohibition on pledging the Capital Repair Reserve Fund set forth under Article 8, Landlord may pledge the Guaranteed Payment payable pursuant to this Stadium Lease to the payment of one or more obligations of Landlord or the Sports Authority, including the Public Debt, *provided* that no such pledge may create a Lien covering Landlord's interest in the Leased Premises other than as authorized pursuant to Section 16.1.

ARTICLE 17
TENANT MORTGAGES

Section 17.1 Tenant Mortgages. Tenant may grant Liens against or with respect to its interest in the Leased Premises to secure a Tenant Financing and no other debt, provided, however that any and all such Liens (including but not limited to, Tenant Mortgages) placed or suffered by Tenant covering Tenant's interest in the Leased Premises shall be expressly subject and subordinate in any and all respects to the provisions of this Stadium Lease and the other Principal Project Documents and all of the obligations of Tenant hereunder and thereunder, and all of the rights, titles, interests and estates of Landlord (and those claiming by, through and under Landlord) created or arising under this Stadium Lease and the other Principal Project Documents and the rights, titles, interests and estates of the NFL Club (and those claiming by, through and under the NFL Club) created or arising under the Principal Project Documents. During the Bond Insurance Period, Tenant shall not enter into any contract in which it expressly agrees that any of its obligations to make payments thereunder are senior in right of payment to its obligation to pay each Guaranteed Payment as due; *provided* that the existence, from time to time and at any time, of collateral or other credit enhancement or security in respect to any Tenant obligation other than such obligation to pay each Guaranteed Payment as due shall not constitute a breach of, or result in a default under, the foregoing Tenant undertaking or any other provision of this Stadium Lease (subject to the requirements with respect to Liens on the Leased Premises set forth in this Section 17.1) or any other Principal Project Document.

Section 17.2 Tenant Mortgagee Protection.

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

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

- (i) it has given written notice of such act or omission to any Tenant Mortgagee of which Landlord has notice; and
- (ii) the period of time as is given to Tenant under this Stadium Lease to cure such act or omission plus an additional period of sixty (60) days (except, only with respect to a failure of Tenant under Section 18.1.1(a) during the Bond Insurance Period, such additional period shall be thirty (30) days) shall have elapsed following such giving of notice to any Tenant Mortgagee, it being understood that any Tenant Mortgagee shall have the opportunity, but not the obligation

to cure Tenant's act or omission. Any Tenant Mortgagee shall keep the Bond Insurer (during the Bond Insurance Period) reasonably and promptly informed concerning its course of action in effecting a cure of any such Tenant act or omission.

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

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

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

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

(b) Any successor owner of the Leasehold Estate shall not be bound by any agreement or modification of this Stadium Lease or any of the other Principal Project Documents made without the written consent of the Tenant Mortgagee; and

(c) Upon the written request of such Tenant Mortgagee, Landlord or, during the Bond Insurance Period, Bond Insurer given to the others at the time of any foreclosure, trustee's sale or conveyance in lieu thereof, Landlord and such Tenant Mortgagee agree to execute a new lease of the Leased Premises upon the same terms and conditions as this Stadium Lease and the other Principal Project Documents, which lease shall cover any unexpired term of this Stadium Lease existing prior to such foreclosure, trustee's sale or conveyance in lieu of foreclosure.

ARTICLE 18
DEFAULTS AND REMEDIES

Section 18.1 Events of Default

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

(a) The failure of Tenant to pay any of the Guaranteed Payment when due and payable under this Stadium Lease if such failure continues for more than ten (10) days after Landlord or, during the Bond Insurance Period, Bond Insurer gives notice to Tenant that such amount was not paid when due;

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

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

(d) Any material representation or warranty confirmed or made in this Stadium Lease by Tenant or in any certificate required to be delivered by Tenant pursuant to this Stadium Lease shall be found to have been incorrect in any material respect when made or deemed to have been made if such failure is not remedied within thirty (30) days after Landlord or, during the Bond Insurance Period, Bond Insurer gives notice to Tenant of such failure;

(e) If any "Rodeo Default" occurs under the Project Agreement and remains 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 "Licensee Default" occurs under the Rodeo License Agreement and remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the Rodeo License Agreement;

(g) If any "Event of Default" of the "Rodeo" occurs under the Stadium Tri-Party Agreement and remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the Stadium Tri-Party Agreement;

(h) If any "Event of Default" by Tenant occurs under the Funding Agreement and remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the Funding Agreement;

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

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

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

(a) The failure of Landlord to pay any of its monetary obligations to Tenant under 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 Capital Repair Reserve Account or Insurance Account if such misapplication continues for, or is not cured within, fifteen (15) Business Days after Tenant gives notice to Landlord that such misapplication occurred;

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

when made or deemed to have been made if such failure is not remedied within thirty (30) days after Tenant gives notice to Landlord of such failure;

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

(e) If any "HCSCC Default" occurs under the Project Agreement and remains 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 "Licensor Default" occurs under the Rodeo License Agreement and remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the Rodeo License Agreement.

(g) If any "Event of Default" of the "Landlord" occurs under the Stadium Tri-Party Agreement and remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the Stadium Tri-Party Agreement;

(h) If any "Event of Default" by the Sports Authority or Landlord occurs under the Funding Agreement and remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the Funding Agreement;

(i) The failure of Landlord to operate, Maintain and repair the Leased Premises as required by this Stadium Lease if: (i) such failure is not remedied by Landlord within thirty (30) days after notice from Tenant of such failure or (ii) in the case of any such failure which cannot with due diligence and good faith be cured within thirty (30) days, Landlord fails to commence to cure such failure within thirty (30) days after notice from Tenant of such failure or Landlord fails to prosecute diligently the cure of such failure to completion within such additional period as may be reasonably required to cure such failure with diligence and in good faith; it being intended that, in connection with any such failure which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which Landlord is required to cure such failure shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith; *provided, however*, that if such failure is not cured within one hundred fifty (150) days after notice from Tenant of such failure (notwithstanding Landlord's diligent prosecution of curative efforts), then such failure shall constitute an Event of Default under this Stadium Lease; *provided further, however*, any failure of Landlord to operate, Maintain and repair as aforesaid shall be subject to the provisions for Fast-Track Arbitration (set forth in Appendix F of this Stadium Lease) without regard to any grace or cure period provided herein; or

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

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

(a) Landlord may terminate this Stadium Lease and other Principal Project Documents (other than the Existing Rodeo Lease) pursuant to Section 18.4, and upon such termination Landlord may forthwith reenter and repossess the Leased Premises by entry, forcible entry, detainer suit or otherwise, without demand or notice of any kind and be entitled to recover, as damages under this Stadium Lease, a sum of money equal to the total of the following, less any Guaranteed Payments previously paid for periods subsequent to the date of termination to the extent the same has not been previously paid to Tenant by the Sports Authority or Landlord (i) the reasonable and necessary cost of recovering the Leased Premises, (ii) the reasonable and necessary cost of removing and storing Tenant's property, (iii) the unpaid Guaranteed Payments 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 (calculated based on the then existing blended rate on the Public Debt secured by the Guaranteed Payments, taking into account any synthetic fixed rate associated with an interest rate swap) of the total Guaranteed Payments which would have been payable by Tenant 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 (calculated based on the then existing blended rate on the Public Debt secured by the Guaranteed Payments, taking into account any synthetic fixed rate associated with an interest rate swap) 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, 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. Landlord shall be obligated to attempt to relet the Leased Premises for the account of Tenant for a period equal to or greater than the remainder of the Lease Term on terms and conditions similar to the terms and conditions of this Stadium Lease whether Landlord has elected to proceed under Section 18.2(a) or Section 18.2(b) hereof. Tenant shall be liable for and shall pay to Landlord all Guaranteed Payments payable by Tenant under this Stadium Lease plus an amount equal to (i) the reasonable and necessary cost of recovering possession of the Leased Premises, (ii) the reasonable and necessary cost of removing and storing any of Tenant's property left on the Leased Premises after reentry, (iii) the reasonable and necessary cost of any increase in insurance premiums caused by the termination of possession of the Leased Premises and (iv) any other sum of money or damages owed by Tenant to Landlord at law, in equity or hereunder, all reduced by any sums received by Landlord through any reletting of the Leased Premises; *provided, however*, that in no event shall Tenant be entitled to any excess of any sums obtained by reletting over and above the Guaranteed Payments provided in this Stadium Lease to be paid by Tenant to Landlord. For the purpose of such reletting Landlord is authorized to make any reasonable repairs, changes, alterations or additions in or to the Leased Premises that may be reasonably necessary to relet the Leased Premises. Landlord may file suit to recover any sums falling due under the terms of this Section 18.2(b) from time to time. No reletting shall be construed as an election on the part of Landlord to terminate 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 18.2(a) of this Stadium Lease subject to Tenant receiving a credit under Section 18.2(a) of this Stadium Lease for any sums obtained by such reletting.

(c) Landlord may enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms of this Stadium Lease; and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under 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 18.2(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.

18.2.1 Bond Insurer Remedies.

(a) Upon the occurrence of any Tenant Default during the Bond Insurance Period, the Bond Insurer (or its agents or designees) may, in its sole discretion but subject to Section 17.2.1, enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms of this Stadium Lease (it being agreed that Bond Insurer shall have no right by virtue hereof to select the management of Tenant or otherwise make decisions with regard to the operation of Tenant, including the exercise of any dominion [*i. e.*, the exercise of ownership rights] or control over Tenant's assets), and Landlord agrees to accept such performance by the Bond Insurer, and Tenant agrees that the Bond Insurer shall not be liable for any damages resulting to Tenant from such action. No action taken by the Bond Insurer under this Section 18.2.1 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.

(b) Upon the occurrence of a Tenant Default under Section 18.1.1(a) during the Bond Insurance Period, Landlord shall not exercise any rights or remedies under this Section 18.2 that will result in a termination of this Stadium Lease without first obtaining the written consent of the Bond Insurer, which consent will not be unreasonably withheld.

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

- (a) Tenant may terminate this Stadium Lease and the other Principal Project Documents (other than the Existing Rodeo Lease unless permitted pursuant thereto) with respect to Tenant pursuant to Section 18.4, but subject to the applicable limitations in Section 2.4;
- (b) In the circumstance described in Section 18.4.1, Tenant may exercise the remedies described in Section 18.4.1; and
- (c) Tenant may exercise any and all other remedies available to Tenant at law or in equity, but subject to any limitations thereon set forth in this Stadium Lease.

Section 18.4 Termination. Upon the occurrence of a Landlord Default or a Tenant Default, or as permitted in Section 18.6, the non-defaulting Party, in addition to its other remedies at law or in equity, shall have the right to give the defaulting Party notice (a "**Final Notice**") of the non-defaulting Party's intention to terminate 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 and other Principal Project Documents (other than the Existing Rodeo Lease unless permitted pursuant thereto) shall terminate as between the Parties (and not the NFL Club) 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 and the other Principal Project Documents shall not terminate by reason of such Final Notice. Notwithstanding the foregoing, in the event there is an Action or Proceeding pending or commenced between the Parties with respect to the particular Event of Default covered by such Final Notice, the foregoing thirty (30) day period shall be tolled until a final non-appealable judgment or award, as the case may be, is entered with respect to such Action or Proceeding. Additionally, in the event the Substantial Completion Date does not occur on or before the deadline specified in the Project Agreement, Tenant shall also have the option to terminate this Stadium Lease in accordance with the Project Agreement or exercise the remedies described in Section 18.4.1. Additional termination rights are set forth in Section 2.4, Section 13.3, Section 14.2.1, Section 18.6 and Section 18.7 of this Stadium Lease.

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

18.4.2 Bond Insurer Complex Manager Replacement Option. In the event that during the Bond Insurance Period Tenant delivers its second Final Notice within any three (3) year period that is based upon any Landlord Default caused by the failure of the Complex Manager to perform its obligations under its management agreement with Landlord, the Bond Insurer shall have the right, at its option and at the expense of Landlord, to require Landlord to replace the Complex Manager with a qualified manager pursuant to the terms of Section 2.5 of the Stadium Tri-Party Agreement (the "**Replacement Option**"). Further, Tenant agrees that if during the Bond Insurance Period, (i) any Final Notice is delivered to Landlord pursuant to which the Bond Insurer has the right to exercise the Replacement Option in accordance with this Section 18.4.2 and (ii) the Bond Insurer has delivered written notice to Tenant within twenty (20) days of the date of such Final Notice that the Bond Insurer has elected to exercise the Replacement Option, then the thirty (30) day period during which Landlord has the right to cure the Landlord Default in accordance with Section 18.4 above shall be automatically extended for an additional sixty (60) days.

Section 18.5 Tenant's Self-Help Remedy. In the event Landlord fails to timely keep, observe or perform any of the terms, covenants or agreements contained in this Stadium Lease or any of the other Principal Project Documents on Landlord's part to be kept, performed or observed,

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

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

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

Notwithstanding the foregoing, in the event of (i) an Emergency during a Tenant Event, Tenant Non-Event or affecting Tenant or its Property or (ii) the existence of a condition or circumstance that is capable of being cured before the next Tenant Event or Tenant Non-Event and if not cured immediately would materially and adversely affect a Tenant Event or Tenant Non-Event, Tenant's Self-Help Rights shall not be conditioned upon satisfaction of the above requirements or conditions, except that in all circumstances Tenant shall use reasonable efforts to notify Landlord or the Complex Manager by telephone of any such Landlord Failure. Landlord shall promptly reimburse Tenant for all reasonable costs and expenses incurred by Tenant in exercising Tenant's Self-Help Rights and (i) to the extent such costs and expenses are for Capital Repair Work, Tenant shall be entitled to reimbursement for such costs and expenses out of the Capital Repair Reserve Account and (ii) to the extent such costs and expenses constitute Casualty Repair Work or Condemnation Repair Work Tenant shall be entitled to reimbursement out of Landlord's share of any Condemnation Award or Insurance Proceeds, as the case may be. Landlord shall promptly replenish the Capital Reserve Account for any amounts distributed to Tenant pursuant to this Section 18.5 as reimbursement to Tenant for the costs and expenses of Capital Repair Work incurred by Tenant in

exercising Tenant's Self-Help Rights. Upon exercising its rights to remedy and cure a Landlord Failure pursuant to this Section 18.5, Tenant shall thereafter continuously and diligently prosecute the full cure and remedy of such Landlord Failure. Except for damages resulting from Tenant's negligence or willful misconduct, Tenant shall not be liable to Landlord or any other Person for any losses, damages or expenses arising as a result of Tenant's exercise of Tenant's Self-Help Rights. Tenant's exercise of Tenant's Self-Help Rights shall not relieve Landlord from any consequences or liabilities arising as a result of any Landlord Failure. The exercise by Tenant of Tenant's Self-Help Rights shall not affect any other right or remedy Tenant may have, nor shall the existence of Tenant's Self-Help Rights or the exercise thereof relieve Landlord of any duty or obligation under this Stadium Lease or any other Principal Project Document.

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

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

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

(c) If the failure results, or the failure, together with subsequent failures of Landlord to perform any of its obligations under this Stadium Lease or any of the other Principal Project Documents result, in the reduction of Tenant's reasonably projected gross revenues (which includes the imputed value of Space Leases) by an amount that is equal to twenty-five percent (25%) or more in the aggregate (regardless of the number of Tenant Events) or \$750,000, whichever is less, then Tenant shall have the right, in addition to Tenant's rights under Section 18.6(a) and Section 18.6(b) above, to offset the full amount of Tenant's damages, including lost Net Revenues incurred as a direct result of Landlord's failure, against the Guaranteed Payment.

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

Interest at the Interest Rate shall accrue on the amount of the damages due to Tenant described in this Section 18.6 from the day of the Tenant Event applicable thereto until the time Landlord pays the amount of such damages to Tenant or Tenant recovers such amount through offsets or otherwise. Any such payment by Landlord or recovery by Tenant shall be applied (A) first, toward the expenses of Tenant, including attorneys' fees, incurred in enforcing Tenant's rights with respect to the breaches or defaults by Landlord under this Section 18.6, (B) second, to reimburse Tenant for Tenant's costs incurred in exercising Tenant's rights to do whatever Landlord is obligated to do under Section 18.5 above with respect to such failures, (C) third, to pay Tenant the interest on the damages to Tenant at the Interest Rate as described above in this Section 18.6, and (D) fourth, to pay Tenant the amount of such damages, in the order such damages became due from Landlord to Tenant. If Tenant withdrew or was paid any funds from the Capital Repair Reserve Account for use in the exercise of Tenant's rights under Section 18.5, Tenant shall not be required to replenish the Capital Repair Reserve Account except out of the remaining balance of such payments by Landlord or such recovery through offsets or otherwise after the applications described in clauses (A) through (D) of this paragraph, and otherwise the Landlord shall so replenish the Capital Repair Reserve Account in accordance with the requirements of Section 18.5.

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

Section 18.7 Tenant's Remedies for Untenantable Condition.

18.7.1 Tenant Event. In the event any Untenantable Condition shall exist, in addition to any other remedies afforded to Tenant on account thereof under this Stadium Lease and the other Principal Project Documents, the Guaranteed Payments shall be reduced for the period that such condition exists or existed by an amount equal to \$75,000.00 for each Tenant Event Day on which (i) all of the Spring Rodeo Events or Rodeo Festival Events scheduled for such Tenant Event Day do not occur due to such condition or (ii) any major component of the Spring Rodeo or Rodeo Festival scheduled for such Tenant Event Day, including a concert, bar-b-que, carnival, livestock

auction or "rodeo-like component" (each a "**Major Component**") does not occur due to such condition (not to exceed \$1,500,000.00 in any full Lease Year). If such Untenantable Condition is not the result of a Casualty or Condemnation Action and continues for a period longer than three (3) consecutive Tenant Event Days, Tenant may, at its option, terminate this Stadium Lease by giving Landlord written notice of such election within thirty (30) days after the expiration of such period. Tenant's rights to terminate due to a Casualty or Condemnation Action are governed by Section 13.3.1 and Section 14.2.1 respectively. In the event any such Tenant Event is re-Booked and held in the Stadium and a Guaranteed Payment was reduced as a result of the failure of such Tenant Event to occur, then Tenant shall pay to Landlord the sum by which the Guaranteed Payment was reduced less the damages incurred by Tenant as a result of such failure and re-Booked.

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

Section 18.8 Cumulative Remedies. Subject to the provisions of this Article 18 and any express provisions of the Principal Project Documents to the contrary, each right or remedy of Landlord and Tenant provided for in this Stadium Lease and the other Principal Project Documents 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 other Principal Project Documents, 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 or the other Principal Project Documents 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 and the other Principal Project Documents or hereafter existing at law or in equity, by statute or otherwise. Tenant acknowledges that it has no abatement, offset or self help rights or remedies except as expressly provided for in this Stadium Lease in Section 2.4, Section 18.5, Section 18.6 and Section 18.7, and does hereby waive all such rights not expressly set out in this Stadium Lease in these Sections.

Section 18.9 Indirect Damages. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY PROVISION OF THIS STADIUM LEASE FOR LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM SUCH PARTY'S OWN, SOLE OR CONCURRENT NEGLIGENCE OR THE NEGLIGENCE OF ITS AFFILIATES OR RELATED PARTIES, INCLUDING CLAIMS OF THE OTHER PARTY ARISING OUT OF THIRD PARTY CLAIMS; PROVIDED, HOWEVER, THAT THE FOREGOING IN THIS SECTION 18.9 SHALL NOT BE CONSTRUED TO LIMIT LANDLORD'S LIABILITY FOR (A) ACTUAL DAMAGES, (B) LOST NET REVENUES UNDER SECTION 2.4 AND SECTION 18.6 AND (C) ALL OFFSETS AND ABATEMENTS TO WHICH TENANT IS ENTITLED UNDER THIS STADIUM LEASE.**

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

Section 18.11 Interest on Overdue Obligations and Post-Judgment Interest. If any sum due hereunder is not paid by the due date thereof, the Party hereto owing such obligation to the other Party shall pay to the other Party interest thereon at the Interest Rate concurrently with the payment of the amount, such interest to begin to accrue as of the date such amount was due. Any payment of such interest at the Interest Rate pursuant to 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 Interest Rate.

Section 18.12 No Waivers.

18.12.1 General. No failure or delay of any Party, in any one or more instances, (i) in exercising any power, right or remedy under 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.

18.12.2 No Accord and Satisfaction. Without limiting the generality of Section 18.12.1, the receipt by Landlord of the Payments with knowledge of a breach by Tenant of any covenant, obligation or agreement under this Stadium Lease shall not be deemed or construed to be a waiver of such breach (other than as to the Payments received). The payment by Tenant of the Payments with knowledge of a breach by Landlord of any covenant, obligation or agreement under 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.

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

Section 18.13 Effect of Termination. If Landlord or Tenant elects to terminate this Stadium Lease pursuant to Section 2.4, Section 13.3, Section 14.2.1, Section 18.4, Section 18.6 or Section 18.7 of this Stadium Lease, this Stadium Lease, and to the extent applicable to Tenant, the Principal Project Documents, shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance hereunder by the Parties (except for the rights and obligations herein that expressly are to survive such termination hereof). Termination of 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 18.14 Waiver of Liens. Landlord does hereby waive, release and discharge all Liens and rights (constitutional, statutory, consequential or otherwise) that Landlord may now or hereafter have on any Property of Tenant of any kind, and all additions, accessions and substitutions thereto (except for judgment liens which may hereafter arise in favor of Landlord). This Section 18.14 shall be self-operative and no further instrument or waiver need be required by any lien holder on such Property. In confirmation of such waiver, however, Landlord shall, at Tenant's request, execute promptly any appropriate certificate or instrument that Tenant may reasonably request. Tenant does hereby waive, release and discharge all Liens that Tenant may have under Section 91.004 of the Texas Property Code, as amended.

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

Section 18.16 Court Proceedings. Subject to the agreement of the Parties contained in this Stadium Lease regarding arbitration and other alternative procedures for dispute resolution, 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 herein. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such suit, action or proceeding in any federal or state court located in the City of Houston, Texas, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Stadium Lease or any transaction contemplated hereby except in a federal or state court located in the City of Houston, Texas.

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

ARTICLE 19

SURRENDER OF POSSESSION; HOLDING OVER

Section 19.1 Surrender of Possession. Tenant shall, on the Lease Expiration Date, peaceably and quietly leave, surrender and yield up to Landlord (i) the Leased Premises, free of subtenancies and, as to Tenant's Facilities, in a reasonably clean condition and free of debris, (ii) the Landlord's FF&E in Tenant's possession installed, affixed, attached or supplied by Landlord pursuant to the Project Agreement or any Landlord's FF&E in Tenant's possession paid for by Landlord or paid for out of the Capital Repair Reserve Fund or the Insurance Fund and all replacements of and substitutions therefor and (iii) all keys for the Leased Premises in Tenant's possession. Upon such Lease Expiration Date, Tenant shall assign, without warranty or recourse, to Landlord all of its right, title and interest in and to any Enforceable Contracts, subject to Tenant's rights with respect to any claims pending thereunder.

Section 19.2 Removal of Personalty.

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

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

Section 19.3 Holding Over. In the case of any holding over or possession by Tenant after the Lease Expiration Date without the consent of Landlord, Tenant shall make payments to Landlord of \$60,000.00 per month ("**Hold-Over Payment**"). Further, in the event Tenant shall hold over beyond any date for surrender of the Leased Premises set forth in Landlord's written demand for possession thereof, Tenant shall reimburse Landlord for all actual reasonable expenses and losses (but not any indirect damages which are excluded pursuant to Section 18.9 hereof) incurred by Landlord by reason of Landlord's inability to deliver possession of the Leased Premises to a successor tenant, together with interest on such expenses at the Interest Rate from the date such expenses are incurred until reimbursed by Tenant, together with Landlord's reasonable attorneys' fees, charges and costs. The acceptance of Hold-Over Payments under this Section 19.3 by Landlord shall not constitute an extension of the term of this Stadium Lease or afford Tenant any right to possession of the Leased Premises beyond any date through which such Hold-Over Payments have been paid by Tenant and accepted by Landlord. Such Hold-Over Payments shall be due to Landlord for the period of such holding over, whether or not Landlord is seeking to evict Tenant; and, unless Landlord otherwise then agrees in writing, such holding over shall be, and shall be deemed and construed to be, without the consent of Landlord, whether or not Landlord has accepted any sum due pursuant to this Section 19.3.

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

ARTICLE 20
DISPUTE RESOLUTION

Section 20.1 Settlement By Mutual Agreement. In the event any dispute, controversy or claim between the Parties arises under 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 20.1. In the event a Dispute or Controversy arises, either Party shall have the right to notify the other that it has elected to implement the procedures set forth in this Section 20.1. Within fifteen (15) days after delivery of any such notice by one Party to the other regarding a Dispute or Controversy, the Landlord Representative and Tenant Representative shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the Landlord Representative and Tenant Representative for such purpose or should no such meeting take place within such fifteen (15) day period, then either Party may by notice to the other Party submit the Dispute or Controversy to arbitration in accordance with the provisions of Section 20.2 and Appendix F. Upon the receipt of notice of referral to arbitration hereunder, the receiving Party shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Article 20 and Appendix F without regard to the justiciable character or executory nature of such Dispute or Controversy.

Section 20.2 Arbitration. Each Party hereby agrees that any Dispute or Controversy which is not resolved pursuant to the provisions of Section 20.1 shall be submitted to binding arbitration hereunder and if submitted shall be resolved exclusively and finally through such binding arbitration in accordance with the Arbitration Procedures; *provided, however*, that no decision or ruling of an arbitration shall impose a requirement for a Party to give notice or a cure period where no such requirement or cure period is established by this Stadium Lease. This Article 20 and Appendix F constitute a written agreement by the Parties to submit to arbitration any Dispute or Controversy arising after the Effective Date within the meaning of Section 171.001 of the Texas Civil Practice and Remedies Code. In the event any Action or Proceeding is pending that involves a Dispute or Controversy under which Tenant claims it has a right to offset, reduce or fail to pay any Guaranteed Payment, Tenant shall not exercise such claimed right to offset, reduce or fail to pay such Guaranteed Payment until such Action or Proceeding is conducted and then only in accordance with the result of such Action or Proceeding.

Section 20.3 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.

Section 20.4 Bond Insurer. During the Bond Insurance Period, the Bond Insurer shall have the right to (i) be present at and observe any Regular Arbitration proceeding or Fast-Track Arbitration proceeding and (ii) receive copies of all materials delivered to the Parties as part of such Regular Arbitration proceeding or Fast-Track Arbitration proceeding. Notwithstanding the foregoing, nothing contained in this Section 20.4 or in the Principal Project Documents is intended to allow the Bond Insurer to participate in or be party to any Regular Arbitration proceeding or Fast-Track Arbitration proceeding.

ARTICLE 21

TIME, DELAY, APPROVALS AND CONSENTS

Section 21.1 Time. Times set forth in this Stadium Lease for the performance of obligations shall be strictly construed, time being of the essence in 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 a Business Day.

Section 21.2 Delays and Effect of Delays.

21.2.1 Excusable Tenant Delay. Any deadline or obligation (other than payment of the Guaranteed Payment) 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 21.2.3 with respect to such Excusable Tenant Delay.

21.2.2 Excusable Landlord Delay. Any deadline or obligation imposed on Landlord pursuant to 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 21.2.3 with respect to such Excusable Landlord Delay.

21.2.3 Continued Performance/Mitigation/Exceptions. Upon the occurrence of any Tenant Delay or Landlord Delay, the Parties shall endeavor to continue to perform their obligations under 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. Nothing herein shall obligate either Party to mitigate the effect of the event or circumstance if any action so required would be in violation of any Governmental Rule.

Section 21.3 Approvals and Consents; Standards for Review.

21.3.1 Review and Approval or Consent Rights. The provisions of this Section 21.3 shall be applicable with respect to all instances in which it is provided under this Stadium Lease that Landlord or Tenant exercises Review and Approval or Consent Rights. As used herein, the term "**Review and Approval or Consent Rights**" shall include all instances in which one Party (the "**Submitting Party**") is permitted or required to submit to the other Party or to the representative of that other Party any document, notice or determination of the Submitting Party and with respect to which the other Party or its representative (the "**Reviewing Party**") has a right or duty hereunder to review, comment, consent, approve, disapprove, dispute or challenge the submission or determination of the Submitting Party. Unless 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 Consent Rights under any provision of this Stadium Lease or of the Stadium Tri-Party Agreement and whether or not specifically provided in any such provision, the Reviewing Party covenants and agrees to act in good faith, with due diligence, and in a commercially reasonable manner with regard to each and all of such Review and Approval or Consent Rights and, unless otherwise provided for elsewhere herein, to not unreasonably withhold, condition or delay its approval of or consent to any submission.

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

ARTICLE 22
MISCELLANEOUS PROVISIONS

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

Section 22.2 Covenants Running with the Estates in Land. The Parties covenant and agree that all of the conditions, covenants, restrictions, exclusives, agreements, rights, privileges, obligations, duties, specifications and recitals contained in this 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 22.3 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 or any of the other Principal Project Documents to the contrary, no partnership, joint venture or other business relationship is established or intended hereby between Tenant and Landlord.

Section 22.4 Representations of Landlord and Tenant.

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

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

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

(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 articles of incorporation or by-laws of Tenant or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest, or other agreement to which Tenant is a party or by which Tenant or its assets are bound.

(c) All proceedings required to be taken by or on behalf of Tenant to authorize Tenant to execute and deliver this 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 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.

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

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

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

(c) All proceedings required to be taken by or on behalf of Landlord to authorize Landlord to execute and deliver this Stadium Lease and to perform the covenants, obligations and agreements of Landlord hereunder have been duly taken. No consent to the execution and delivery of this Stadium Lease by Landlord or the performance by Landlord of its covenants, obligations and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative or administrative body,

Governmental Authority or other Person, other than any such consent which already has been given.

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

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

(f) A true, correct and complete copy of the Prime Lease, and any amendments or supplements thereto, has been delivered by Landlord to Tenant. The Prime Lease is valid and enforceable according to its terms, is currently in full force and effect, and has not been modified either orally or in writing except as specified in such documents delivered to Tenant. To the best knowledge of Landlord, neither Landlord nor the County is in default under any terms of the Prime Lease, nor has any event occurred which, with the passage of time (after notice, if any, required by the Prime Lease), would become an event of default under the Prime Lease.

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

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

(a) Agrees that the execution, delivery and performance by it of 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 suit, attachment prior to judgment, other attachment, the obtaining of

judgment, execution or other enforcement) shall be claimed by or on behalf of itself or with respect to its assets;

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

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

Section 22.6 Non-Merger of Estates. The interests of Landlord and Tenant in the Leased Premises shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that 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 22.7 Notices. Subject to Section 18.16, 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 D 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, return receipt requested, (ii) delivered personally (including delivery by private courier services) or (iii) sent by telecopy (with confirmation of such notice) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (i) three (3) Business Days after if mailed as provided, (ii) when delivered by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day or (iii) in the case of telecopy (with confirmation of such notice), when sent, so long as it was received during normal Business Hours of the receiving Party on a Business Day and otherwise such delivery shall be deemed to be made as of the next succeeding Business Day. Each Party hereto shall have the right at any time and from time to time to specify additional parties ("**Additional Addressees**") to whom notice hereunder must be given, by delivering to the other Party five (5) days notice thereof setting forth a single address for each such Additional Addressee; *provided, however*, that no Party hereto shall have the right to designate more than two (2) such Additional Addressees.

22.7.1 Bond Insurer. During the Bond Insurance Period, if any Party delivers any notice required under Article 18 or Article 20, 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 22.8 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 22.9 Entire Agreement, Amendment and Waiver. Except for the Interlocal Agreement (the latter being limited to the relationship between the Sports Authority and Landlord) and the Parking Letter, each of which shall survive the execution and delivery of this Stadium Lease in accordance with the terms thereof, this Stadium Lease, together with the other applicable Principal Project Documents, constitutes the entire agreement of the Parties hereto and thereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter, including the Existing Letter Agreement. Neither this Stadium Lease nor any of the terms hereof, including this Section 22.9, may not be amended, supplemented, waived or modified orally, but only (i) by an instrument in writing signed by the Party against which the enforcement of the amendment, supplement, waiver or modification shall be sought, and (ii) with the written consent of Bond Insurer, if such amendment, supplement, waiver or modification is made or given during the Bond Insurance Period and (w) impairs in any material respect the obligation of Tenant to make the Guaranteed Payments on the Guaranteed Payment Dates, (x) modifies any rights of either of the Parties to terminate this Stadium Lease beyond what is expressly provided in this Stadium Lease, (y) modifies any rights of Bond Insurer or any obligations to Bond Insurer expressly provided in this Stadium Lease, or (z) without limiting clauses (w), (x) and (y), amends, supplements, waives or modifies any provision of this Stadium Lease or any defined terms used in or relating to such provisions other than Sections 1.3 or 1.4, Sections 2.1.2, 2.1.3, 2.5 or 2.6, Section 4.2, Section 4.4 (except for the first sentence thereof), Sections 5.1, 5.2, 5.3 5.5 or 5.6, Sections 6.1.1, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2.2, 6.3 or 6.7, Article 7, Sections 11.1.2 or 11.2, Article 12, Section 14.8, Section 15.4 (except for the last sentence thereof), Section 18.4.1, Article 19, Section 21.3, Sections 22.1, 22.3, 22.7 (but not 22.7.1), 22.14, 22.18, 22.19, or 22.20, Appendix C, Appendix D, Exhibits A-3, A-4, A-7, A-8, A-9, A-10, A-11, A-12, A-13 or A-14, Exhibits C-1 or C-2, Exhibit E or any defined terms or rules of usage used in or relating to such provisions, Appendices or Exhibits, which provisions may be amended, supplemented, waived or modified without Bond Insurer's consent. With respect to any consent required under the preceding clause (z), the Bond Insurer agrees not to unreasonably withhold its consent.

Section 22.10 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 22.11 Table of Contents; Headings. The table of contents, if any, and headings, if any, of the various articles, sections and other subdivisions of this Stadium Lease are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 22.12 Parties in Interest; Limitation on Rights of Others. The terms of 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 herein) any legal or equitable right, remedy or claim under or in respect of this Stadium Lease or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Stadium Lease. Notwithstanding the foregoing, 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 and, during the Bond Insurance Period, Bond Insurer may exercise its rights and enforce its rights and any obligations to Bond Insurer expressly provided in this Stadium Lease and shall also be an express third-party beneficiary to exercise its rights and to enforce its rights and obligations to Bond Insurer expressly provided for in this Stadium Lease, including Section 22.9. The Bond Insurer, during the Bond Insurance Period, shall also be an express third-party beneficiary with respect to Sections 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6 entitled to enforce the provisions therein as if a party hereto.

Section 22.13 Method and Timing of Payment. All amounts required to be paid by any Party to the other Party or Person under this Stadium Lease shall be paid in such freely transferable currency of the United States as at the time of payment shall be legal tender for the payment of public and private debts, by check or another method of payment acceptable to the payee delivered to the addressees set forth in Appendix D or to such other addressees located in the United States as such payee may specify by notice to the other Party. If any payment under 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 22.14 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 one and the same Stadium Lease. All signatures need not be on the same counterpart.

Section 22.15 Governing Law. THIS 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 22.16 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Stadium Lease or any of the Principal Project Documents or in the resolution of any ambiguity of any provisions hereof or thereof.

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

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

Section 22.19 NFL Club Lease. In the event of the termination of the NFL Club Lease or in the event that the NFL Club, the Franchise or the Team ceases to conduct its normal and anticipated events at the Stadium prior to the expiration of the NFL Club Lease, Landlord shall provide detailed information to Tenant explaining how Landlord intends to meet all Capital Repair and Maintenance obligations required by this Stadium Lease. In addition, all references in this Stadium Lease to the NFL Club Lease shall apply only so long as the NFL Club Lease is in full force and effect.

Section 22.20 Prime Lease. Subject to the terms and conditions of the Rodeo Recognition, Non-Disturbance and Attornment Agreement, this Stadium Lease is and shall remain subordinate to the Prime Lease.

Section 22.21 Principal Project Documents. This Stadium Lease and the other Principal Project Documents are mutually interdependent and are meant to be read together, but in the event of any inconsistency or conflict among this Stadium Lease, the Stadium Tri-Party Agreement and/or any of the other Principal Project Documents, the terms of the Stadium Tri-Party Agreement shall control. No Principal Project Document may be modified or amended in any respect, without the prior written approval of Tenant and Landlord.

Section 22.22 Non-Relocation Covenant.

22.22.1 Major Events. Tenant covenants and agrees that it will not hold any of the following (each being a "**Major Event**") at a location other than the Astrodomain Complex during the Lease Term: (i) any Major Component of the Spring Rodeo held at the Astrodomain Complex as of the Effective Date or (ii) except to the extent there is not available at the Astrodomain Complex adequate, suitable space, any Major Component of the Rodeo Festival. Notwithstanding anything in this Section 22.22 to the contrary, if, during the Lease Term, either (i) an Untenantable Condition, (ii) a Casualty, not caused by the gross negligence of Tenant or the willful misconduct of Tenant, its agents, employees, or contractors, (iii) a Condemnation, (iv) an event of Force Majeure, (v) a Landlord Default or (vi) a Landlord Failure (which has not been remedied after Tenant has initiated commercially reasonable steps to exercise Tenant's Self-Help Rights, to the extent practicable) occurs, which Untenantable Condition, Casualty, Condemnation, event of Force Majeure, Landlord

Default or Landlord Failure (as provided above) prevents Tenant from utilizing the Leased Premises for any Major Event, then Tenant shall first attempt to re-Book such Major Event(s) at the Leased Premises to a date or dates satisfactory to Tenant and then be entitled to make arrangements for alternate sites and Tenant shall be entitled to hold such Major Event(s) at such alternate sites but only during the period of time that any such Untenantable Condition, Casualty, Condemnation, event of Force Majeure, Landlord Default or Landlord Failure (as provided above) shall exist and provided that Tenant uses, subject to events of Force Majeure, commercially reasonable efforts to mitigate and overcome such Untenantable Condition or other condition to the extent such is within the control of Tenant. In no event shall the obligation to use commercially reasonable efforts to mitigate and overcome such Untenantable Condition or other such condition (other than as set out above in this Section 22.22.1) require Tenant to perform any obligation of Landlord under the Principal Project Documents. The limitation on Major Events provided for in this Section 22.22 shall not include Major Events held outside the Leased Premises due to a good faith dispute over the existence of (i) an Untenantable Condition, (ii) a Casualty not caused by the gross negligence of Tenant or the willful misconduct of Tenant, its agents, employees, or contractors, (iii) a Condemnation, (iv) an event of Force Majeure, (v) a Landlord Default or (vi) a Landlord Failure (which has not been remedied after Tenant has initiated commercially reasonable steps to exercise Tenant's Self-Help Rights, to the extent practicable), which excuses Tenant from holding such Major Events at the Leased Premises.

22.22.2 Injunction. Tenant (i) recognizes that the Stadium is being constructed, certain taxes are being imposed by the Sports Authority and the Public Debt is being incurred in order to construct the Stadium as a home for Major Events and NFL Football Games held by the NFL Club and (ii) acknowledges and agrees that monetary damages would not be sufficient to compensate Landlord for any breach by Tenant of the covenants and agreements contained in this Section 22.22. As such, the Parties agree that (i) Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant contained in this Section 22.22 without the necessity of posting a bond or other security and without any further showing or irreparable harm, balance of harms, consideration of the public interest or the inadequacy of monetary damages as a remedy, (ii) the administration of an order for injunctive relief would not be impractical and, in the event of any breach of any covenant, duty or obligation contained in this Section 22.22, the balance of hardships would weigh in favor of entry of injunctive relief and (iii) Landlord may enforce any such covenant, duty or obligation of Tenant contained in this Section 22.22 through specific performance in the courts of the State of Texas.

[SIGNATURE PAGE FOLLOWS]

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

**HARRIS COUNTY SPORTS &
CONVENTION CORPORATION**

By: 
Michael Surface
Chairman

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

By: 
P. Michael Wells
President

APPENDIX A
TO
STADIUM LEASE

DEFINITIONS

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

"**Acceptable Bank**" has the meaning given such term in the Stadium Tri-Party Agreement.

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

"**Additional Addressees**" is defined in Section 22.7.

"**Additional Landlord Work**" has the meaning given such term in the Stadium Tri-Party Agreement.

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

"**Additional Payments**" is defined in Section 4.2.

"**Additional Staffing**" is defined in Section 6.1.2.2.

"**Additional Tenant Work**" has the meaning given such term in the Stadium Tri-Party Agreement.

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

"Advertising" has the meaning given such term in the Stadium Tri-Party 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" means the possession, directly or indirectly, of the power to vote no less than thirty percent (30%) of the securities, interests or memberships having ordinary voting power for the election of directors (or other comparable controlling body) of such Person and (ii) direct or cause the direction of the actions, management or policies of such Person, whether through the ownership of voting securities, interests or memberships, by contract or otherwise, excluding in each case, any lender of such Person or any affiliate of such lender.

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

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

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

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

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

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

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

"Astroworld's Parking Spaces" means (i) until August 16, 2005 not more than the number of parking spaces on the Complex Grounds to which Six Flags, Inc. currently is entitled to use under

the Astroworld Parking Sublease and (ii) after August 16, 2005 no parking spaces on the Complex Grounds.

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

"Average Parking Rate" is defined in Section 2.5.6.

"Audit" is defined in Section 4.4.

"Bond Insurance Period" means the period of time during which (i) the Bond Insurer has any obligation or commitment under any insurance policy covering any outstanding Public Debt of the Sports Authority or (ii) any reimbursement obligation by the Sports Authority to the Bond Insurer related to the Public Debt remains unsatisfied.

"Bond Insurer" means MBIA Insurance Corporation, or any successor thereto, or other insurer of the Sports Authority Revenue Bonds (as defined in the Funding Agreement) or Miscellaneous Revenue Bonds (as defined in the Funding Agreement).

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

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

"Business Center" has the meaning given such term in the Stadium Tri-Party Agreement.

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

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

"Canceled Event" is defined in Section 2.5.3.3.

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

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

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

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

"Capital Repair Reserve Account" means a separate depository account maintained by Landlord at an Acceptable Bank under the terms of the Stadium Tri-Party Agreement for the purpose of holding, applying, investing and transferring the Capital Repair Reserve Fund. The Capital Repair Reserve Account shall be separate from, and shall not be a part of, the Venue Project Fund or any other fund or account.

"Capital Repair Reserve Fund" means the segregated capital repair and replacement fund held in the Capital Repair Reserve Account.

"Casualty" means any damage, destruction or other property casualty resulting from any fire or any Force Majeure or other sudden, unexpected or unusual cause. Casualty shall not include any damage, destruction or other property casualty resulting from Landlord's failure to perform its Capital Repair or Maintenance obligations.

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

"Casualty Repair Work" is defined in Section 13.1.

"Chute Club" means the area of the Stadium depicted on Exhibit A-11 hereto.

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

"Club Level" has the meaning given such term in the Stadium Tri-Party Agreement.

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

"Commencement Date" is defined in Section 3.1.

"Commencement Extension Option" is defined in Section 3.3.

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

"Comparable Facilities" means one or more stadiums in which NFL Football Games are played and events (such as concerts, family shows, conventions and other public events) are held that (i) are comparable in size to the Stadium, (ii) have been constructed within the time period extending from the date that is five (5) years before the Commencement Date until the date that is five (5) years after the Commencement Date and (iii) are located in the United States. Notwithstanding the foregoing, to the extent the subject matter of this Stadium Lease relates to or is affected by whether or not the Stadium or comparable 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.

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

"Complex Grounds Branding Rights" means the exclusive right to designate those products, services and retail rights that may be sold or delivered on an exclusive basis to, at or in the Complex Grounds (including the Highly Restricted Area) during Tenant Events, excluding Pourage Rights.

"Complex Grounds Pourage Rights" means the exclusive right to designate the exclusive or non-exclusive provider of beverage brands to, at or in the Complex Grounds (including the Highly Restricted Area) during Tenant Events.

"Complex Grounds Services" means vending machines, temporary telephones, long distance service, automatic teller machines, shoe shine stands, novelty sales, commercial exhibit

booths, janitorial/waste services, temporary equipment (i.e., portable generators and lighting), decorating, fencing and utility access or connections (i.e., plumbing or electricity connections for exhibitor booths on the Complex Grounds).

"Complex Grounds Service Rights" means the exclusive right to designate the exclusive provider of the Complex Grounds Services to, at or in the Complex Grounds (including the Highly Restricted Area) during Tenant Events.

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

"Complimentary Parking Passes" is defined in Section 2.5.4.5.

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

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

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

"Concession Rights Area" means the areas within the Leased Premises designated in Article 7 in which Tenant is granted the Concession Rights.

"Concessionaires" means any Person operating the Concession Operations.

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

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

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

"Condemnation Expenses" is defined in Section 14.3.

"Condemnation Repair Work" is defined in Section 14.3.

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

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

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

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

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

"CPI Fraction" means, as of any particular date called for under this 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 this 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).

"Delay Option" is defined in Section 3.2.

"Designated Index" means the United States Consumer Price Index for all Urban Consumers (also known as the CPI-U) for the Houston Metropolitan Statistical Area (1982-1984=100), as published monthly (or if same shall no longer be published monthly, on the most frequent basis available) by the Bureau of Labor Statistics, U.S. Department of Labor (but if

such is subject to adjustment later, the later adjusted index, together with any correlation factor necessary to relate the later adjusted index to the earlier index, as published by the entity publishing the index, shall be used), or if such publication should be discontinued, the Designated Index shall then refer to such comparable statistics on changes in the cost of living for urban consumers as the same may be computed and published (on the most frequent basis available) by an agency of the United States or by a responsible financial periodical of recognized authority, as selected in accordance with the terms of the Stadium Tri-Party Agreement.

"Director's Club" means the entire upper press level area of the Stadium.

"Dispute or Controversy" is defined in Section 20.1.

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

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

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

"Enforceable Contracts" has the meaning assigned to such term in the Stadium Tri-Party Agreement.

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

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

Planning and Community Right-to-Know Act, and any other federal, state or local laws, ordinances, rules, regulations and publications and similar restrictions now or hereafter existing relating to any of the foregoing.

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

"Event Cleaning" is defined in Section 6.1.5.

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

"Event Staffing" is defined in Section 6.1.2.1.

"Exclusivity Abatement Right" is defined in Section 2.4.

"Exclusivity Termination Right" is defined in Section 2.4.

"Excusable Landlord Delay" means any Landlord Delay which is caused by or attributable to (but only to the extent of) (i) Force Majeure, (ii) failure of Tenant to perform (or delay by Tenant in performing) any of its material obligations under this 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 and materially interferes with or delays Landlord's performance of its obligations under this Stadium Lease or (v) any unreasonable delay by Tenant in approving or consenting or in refusing to approve or consent to any matter that requires the approval or consent of Tenant under this Stadium Lease unless permitted hereunder. Notwithstanding the foregoing, "Excusable Landlord Delay" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

"Excusable Landlord Delay Period" means with respect to any particular occurrence of Excusable Landlord Delay, that number of days of delay in the performance by Landlord of its obligations under this 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 this Stadium Lease within the time or by the date established by or pursuant to this 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 Complex Manager or of any agent, contractor or subcontractor of Landlord or Complex Manager) which unreasonably interferes with or delays Tenant's performance of its obligations hereunder or (v) any unreasonable delay by Landlord in approving or consenting or in refusing to approve or consent to any matter that requires the approval or consent of Landlord under this Stadium Lease. Notwithstanding the foregoing, "Excusable Tenant Delay" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

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

"Exhibition Hall" means the Astrohall or, following the completion of the construction of the proposed Harris County Exposition Center (regardless of the name actually used therefor), such Harris County Exposition Center.

"Existing Letter Agreement" means that certain Letter Agreement among the City, the County, Tenant, the NFL Club, the Sports Authority and METRO, dated October 19, 1998, as assigned to Landlord by the County pursuant to that certain Assignment of Rights dated April 7, 1999, as amended and extended pursuant to that certain Letter Agreement-Approval of Budget & Procedures-NFL/Rodeo Stadium dated February 16, 2000, among the Parties, the NFL Club and the Sports Authority.

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

"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 Principal Project Documents.

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

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

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

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

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

"Final Notice" is defined in Section 18.4.

"Final Plans" has the meaning assigned to such term in the Project Agreement.

"Financial Test" is defined in Section 15.3(f).

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

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

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

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

or practices (such as methods for selling tickets or admitting patrons to the Leased Premises) that require the modification or addition of equipment or facility.

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

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

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

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

"Guaranteed Payment" is defined in Section 4.1.1.

"Guaranteed Payment Date" is defined in Section 4.1.2.1.

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

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

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

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

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

"Indemnified Party" is defined in Section 10.7.6.

"Indemnifying Party" is defined in Section 10.7.6.

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

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

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

"Insurance Proceeds" is defined in Section 13.2.1.

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

"Intellectual Property Rights" means any licenses, permits, franchises, trade secrets, intellectual property rights, trademarks, patents or copyrights owned by, or licensed to, Landlord, the County or a County Affiliate with respect to the usage of any product, process, method,

substance, material or technology necessary for the use, operation, maintenance and enjoyment of the Leased Premises. Notwithstanding the foregoing, the term Intellectual Property Rights shall not include any of the Intangible Property Licenses, Intangible Property Rights, Existing Intangible Property Rights, Existing Intellectual Property Rights (as such terms are defined in the License Agreements and the Rodeo Lease Amendment) or any other intellectual property rights owned or separately licensed by Tenant, the NFL, the NFL Club, or their respective Affiliates.

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

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

"Joint Club/Rodeo Store" means the store(s) and storage areas contained within the Stadium and designed, constructed and finished in accordance with the Project Agreement, and as depicted on the Project Plans and generally depicted on Exhibit A-10 attached hereto as the Joint Club/Rodeo Store.

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

"Landlord Default" is defined in Section 18.1.2.

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

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

"Landlord Failure" is defined in Section 18.5.

"Landlord Representative" is defined in Section 1.3.

"Landlord Staffing" is defined in Section 6.1.2.3.

"Landlord Transfer" is defined in Section 15.5.

"Landlord Transferee" is defined in Section 15.5.

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

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

"Landlord's Condemnation Award" means the award payable to Landlord, including all compensation for the damages, if any, to the parts of the Leased Premises not so taken, that is, damages to the remainder, but excluding (i) the value of Tenant's or the NFL Club's separate

Property taken or damaged, (ii) the value of the Leasehold Estate or the "Leasehold Estate" under the Existing Rodeo Lease, (iii) the value of the "Leasehold Estate" under the NFL Club Lease and (iv) any damage to, or relocation costs, of Tenant's or the NFL Club's business.

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

"Landlord's Exhibition Hall Parking Spaces" means the thirty (30) parking spaces located in the area depicted on Exhibit A-12 hereto, the exact location of such parking spaces in such area to be mutually agreed upon by the Parties.

"Landlord's Facilities" means Landlord's year-round office and storage space in the Stadium as described on Exhibit A-14 hereto.

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

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

"Landlord's Land" means (i) all of the land currently bounded by Kirby Drive, Murworth Drive, Lantern Point and Westridge Street and (ii) all of the land currently bounded by Kirby Drive, McNee Street, Lantern Point and Murworth Drive, except the "Practice Facilities Land" (as defined in the NFL Club Lease) situated within such boundary, all as depicted on Exhibit A-2 attached hereto.

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

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

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

"Landlord's Stadium Parking Spaces" means the thirty (30) parking spaces located in the area depicted on Exhibit A-13 hereto.

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

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

"Lease Term" is defined in Section 3.1.

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

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

"Leasehold Estate" means the leasehold estate in the Leased Premises granted to Tenant under this Stadium Lease and all other rights, titles, and interest granted to Tenant under this 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 Agreements" means, collectively, the Rodeo License Agreement and the NFL Club License Agreement.

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

"Maintain" and **"Maintenance"** means all work (including all labor, supplies, materials and equipment) which is of a routine, regular and predictable nature and reasonably necessary for the cleaning and routine upkeep of any property, structures, surfaces, facilities, fixtures (including media plug-ins and cable and all wiring attendant thereto), equipment, furnishings, and improvements that form any part of the Leased Premises (including machinery, pipes, plumbing, wiring, gas and electric fittings, elevators, escalators, showers, toilets and restroom facilities, first aid facilities, spectator and other seating, access to the Stadium or any other component of the Leased Premises) in order to preserve such items in a First Class Condition. Maintenance shall include the following: (i) preventative or routine maintenance that is stipulated in the operating manuals for the components as regular, periodic maintenance procedures; (ii) periodic testing of building systems, such as mechanical, card-key security, fire alarm, lighting and sound systems; (iii) ongoing trash removal; (iv) regular maintenance procedures for heating, ventilating and air-conditioning, plumbing, electrical, roof and structural systems and vertical lift systems (e.g., escalators and elevators), such as periodic cleaning of the Leased Premises, lubrication and changing

air filters and lights; (v) painting of a routine, regular and predictable nature; (vi) cleaning, including restocking as described in Section 6.1.4 prior to, during and following, and necessary as a direct result of, all Events, Tenant Non-Events and NFL Club Tenant Non-Events; (vii) Performance Preparation Services; (viii) changing of light bulbs, ballasts, fuses and circuit breakers, as they burn out; (ix) replacement of all Performance Area light bulbs as may be or become necessary for proper lighting of the Performance Area and the seating area around the Performance Area, both for day events and night events; (x) all renewals and replacements of equipment parts and components, that are not Capital Repairs, as may be necessary to maintain the Stadium and Landlord's FF&E in a First Class Condition; (xi) the labor required to perform Capital Repairs if performed by Landlord's or the Complex Manager's employees on a "non-overtime" basis; (xii) any other work of a routine, regular and generally predictable nature that is necessary to keep the Leased Premises in a First Class Condition; and (xiii) any work reasonably necessary to repair, restore, refurbish or replace any equipment, facility, structure or other component of the Leased Premises that has become dysfunctional as a result of Landlord's failure to perform its maintenance obligations under this Stadium Lease or Landlord's negligence or other breach of its obligations under this Stadium Lease. Maintenance shall not include cleanup and janitorial services for Tenant's Facilities.

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

"Major Component" is defined in Section 18.7.1.

"Major Event" is defined in Section 22.22.

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

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

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

"Memorandum of Lease" means the short form memorandum of this 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.

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

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

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

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

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

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

"Net Worth" means, for any Person on any date of its determination, such Person's consolidated total unrestricted assets on such date minus such Person's consolidated total liabilities on such date, all determined in accordance with GAAP after giving effect to the Transfer to such Person.

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

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

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

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

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

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

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

"NFL Club's Facilities" means the NFL Club's offices, administrative space, locker rooms, workout rooms, training rooms, dressing rooms, shower space and ancillary facilities contained within the Stadium and designed, constructed and finished in accordance with the Project Agreement, and as depicted on the Project Plans and generally depicted on Exhibit A-4 attached hereto.

"NFL Club's FF&E" means the furniture, fixtures, equipment, furnishings, machinery and all other components and personal property owned by, or leased to, the NFL Club (other than leased to the NFL Club by Landlord under the NFL Club Lease), together with all additions, alterations and replacements thereof (whether replaced by Landlord or the NFL Club), but excluding Landlord's FF&E, Tenant's FF&E and any furniture, fixtures, equipment, furnishings, machinery and other components and personal property owned or leased by any Space Tenants (as such term is defined in the NFL Club Lease) (or sub-tenants or licensees of the NFL Club permitted under the NFL Club Lease), licensees or invitees that may from time to time be brought onto the Leased Premises.

"NFL Club's Parking Spaces" means the two hundred (200) parking spaces depicted on Exhibit A-3 attached hereto, as the same may be reduced or relocated in accordance with the terms of Article 4 of the Stadium Tri-Party Agreement.

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

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

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

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

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

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

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

"Parties" is defined in the first paragraph of this Stadium Lease.

"Patron Incidental Events" is defined in Section 2.5.2.2.

"Payments" is defined in Section 4.1.1.

"Performance Area" means the area within the Stadium upon which Tenant Events are held and as delineated on Exhibit A-5 attached hereto, as the same may be removed, replace or covered for other Events.

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

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

"Permitted Investments" means:

- (i) Obligations of, or guaranteed as to interest and principal by, the United States of America or agencies thereof maturing not more than ninety (90) days after such investment;
- (ii) Open market commercial paper of any corporation incorporated under the laws of the United States of America or any State thereof and not an Affiliate of Tenant, which paper is rated "P-1" or its equivalent by Moody's Investors Service or "A-1" or its equivalent by Standard & Poor's Ratings Group;
- (iii) Banker's acceptances and certificates of deposit issued by any bank or trust company having capital, surplus and undivided profits of at least \$500,000,000.00 whose long-term debt is rated "A" or better by Standard & Poor's Ratings Group and A2 or better by Moody's Investors Service and maturing within ninety (90) days of the acquisition thereof;

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

(v) Such other obligations or investments as may be jointly approved in writing by the Parties and the NFL Club.

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

"Permitted Transfer" is defined in Section 15.2.

"Permitted Uses" is defined in Section 5.1.

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

"Personalty" is defined in Section 11.1.2.

"Physical Obsolescence" and **"Physically Obsolete"** means any equipment, fixture, furnishing, facility, surface, structure or any other component of the Leased Premises which does not comply with applicable Governmental Rules or has become dysfunctional due to defects in design, materials or workmanship or ordinary wear and tear other than as a result of Landlord's failure to perform its Maintenance obligations under this Stadium Lease or Landlord's negligence or other breach of its obligations under this 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, unless due to Landlord's negligence or other breach of its obligations under this Stadium Lease.

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

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

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

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

"Prohibited Uses" is defined in Section 5.2.

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

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

"Project 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, the Sports Authority or the County is responsible under the Project Agreement, remaining after taking into account the proceeds of the Public Debt.

"Project Improvements Work" has the meaning given such term in the Project Agreement.

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

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

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

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

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

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

"Remedial Plan" is defined in Section 18.5.

"Replacement Option" is defined in Section 18.4.1.

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

"Restricted Event" is defined in Section 2.4.

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

"Reviewing Party" is defined in Section 21.3.1.

"Rodeo Clubs" means, collectively, (i) in the Stadium, the Director's Club and the Chute Club and (ii) on the Complex Grounds, any area that Tenant shall designate as a club.

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

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

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

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

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

"Rodeo Festival Preparation Services" means (i) the installation and removal of the Sound Baffles in the Stadium, if requested by Tenant and if not already installed, (ii) the removal of the

grass playing field and the installation of a hard surface on the Performance Area capable of supporting Tenant's entertainer stage and all appurtenant equipment and (iii) the installation or removal of seating, including temporary seating, as directed by Tenant and in Tenant's reasonable discretion (provided that Landlord shall not be obligated to remove any seating that is permanently affixed to the Stadium).

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

"Rodeo Land" means the land depicted on Exhibit A-6 attached hereto.

"Rodeo Lease Amendment" means that certain HLSR 2001 Amendment to Lease by and between Tenant, Landlord and the County dated as of the Effective Date as the same may be amended, supplemented, modified, renewed or extended from time to time not in conflict with the Principal Project Documents.

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

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

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

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

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

"Second Audit" is defined in Section 4.4.

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

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

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

"Sound Baffles" means the sound baffles for the Stadium that are a component of the Final Plans.

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

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

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

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

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

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

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

"Spring Rodeo Performance Equipment" has the meaning given such term in the Rodeo Lease Amendment.

"Spring Rodeo Preparation Services" means (i) the installation and removal of all Sound Baffles in the Stadium, (ii) the installation and removal of the Rodeo Dirt in the Performance Area as directed by and to the satisfaction of Tenant; *provided* that the installation and approval must occur at least seven (7) days prior to the first day of rodeo competition for each Spring Rodeo and (iii) the installation or removal of seating, including temporary seating, as directed by Tenant and in Tenant's reasonable discretion (provided that Landlord shall not be obligated to remove any seating that is permanently affixed to the Stadium).

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

"Stadium" means the approximately 69,250-seat, retractable roof, natural grass or palletized grass football stadium currently known as "The Harris County Stadium" which is to be constructed by Landlord within the Astrodome Complex, in accordance with the Project Agreement and the Project Plans. Any reference to the Stadium shall include any part or portion thereof unless the context otherwise requires.

"Stadium Lease" means this HLSR 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 in accordance with the terms hereof and the terms of the Stadium Tri-Party Agreement.

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

"Statues" is defined in Section 2.6.3.

"Stub Period" is defined in Section 3.1.

"Submitting Party" is defined in Section 21.3.1.

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

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

"Substantially All of the Improvements" has the meanings given such term in (i) Section 13.3.3 of this Stadium Lease with respect to any Casualty and (ii) Section 14.2.2 of this Stadium Lease with respect to any Condemnation Action.

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

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

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

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

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

"Tenant Default" is defined in Section 18.1.1.

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

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

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

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

"Tenant Incidental Events" is defined in Section 2.5.2.2.

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

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

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

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

"Tenant Representative" is defined in Section 1.4.

"Tenant Transferee" is defined in Section 15.2.

"Tenant's Administrative Parking Spaces" means the two hundred (200) parking spaces located in the area depicted on Exhibit A-7 attached hereto, the exact location of such parking spaces in such area to be mutually agreed upon by the Parties; *provided, however*, that such parking spaces shall be adjacent to, and as close as possible to, the most direct access to Tenant's Office/Meeting Space.

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

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

"Tenant's Casualty Proceeds Ratio" means (i) the sum of all amounts applied to the principal of the Public Debt from the Guaranteed Payments plus all other amounts contributed or paid by or on behalf of Tenant and used in the development, construction or improvement of any part of the Astrodomain Complex, including FF&E and soft costs, divided by (ii) the sum of all costs of development, construction and improvement of the Astrodomain Complex related to the Stadium, including FF&E and soft costs, but excluding financing costs, costs incurred in the issuance of the Public Debt, capitalized interest and legal expenses.

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

"Tenant's Facilities" means Tenant's audio/visual control and storage rooms contained within the Stadium and designed, constructed and finished in accordance with the Project Agreement, and as depicted on the Project Plans and generally depicted on Exhibit A-8 attached hereto.

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

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

"Tenant's Meeting Parking Spaces" means the one hundred (100) parking spaces located in the area depicted on Exhibit A-9 attached hereto, the exact location of such parking spaces in such area to be mutually agreed upon by the Parties; *provided, however*, that such parking spaces shall be adjacent to, and as close as possible to, the most direct access to Tenant's Office/Meeting Space.

"Tenant's Office/Meeting Space" has the meaning given such term in Rodeo Lease Amendment.

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

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

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

"Tenant's Six-Month Period" means the period of time commencing on February 1st of any calendar year and ending on July 31st of the same calendar year, except in regard to Tenant's Six-Month Period commencing in the year 2004, if the Super Bowl (as defined in the NFL Club Lease) is held in the Stadium in 2004, Tenant's Six-Month Period for the year 2004 shall commence on February 9, 2004 and shall end on August 8, 2004.

"Tenant's Warehouse Parking Spaces" has the meaning given such term in the Rodeo Lease Amendment.

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

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

"Transfer" is defined in Section 15.1.

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

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

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

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

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

APPENDIX B
TO
STADIUM LEASE

RULES AS TO USAGE

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

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

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

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

(5) Any term defined in this Stadium Lease or any of the other Principal Project Documents by reference to any agreement, instrument or Governmental Rule has such meaning whether or not such agreement, instrument or Governmental Rule is in effect.

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

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

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

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

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

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

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

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

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

APPENDIX C
TO
STADIUM LEASE

BOOKED SPRING RODEO DATES

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

APPENDIX D
TO
STADIUM LEASE

ADDRESSES FOR PAYMENTS AND NOTICES

A. LANDLORD: HARRIS COUNTY SPORTS & CONVENTION CORPORATION

- (1) Landlord's Address for Payments: Except as provided in the Funding Agreement with respect to the Guaranteed Payment, all payments to Landlord shall be delivered to Landlord at the following address:

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

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

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

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

with copies of all notices to Landlord being sent to:

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

and

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

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

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

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

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

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

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

with copies of notice to Tenant being sent to:

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

and

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

APPENDIX E
TO
STADIUM LEASE

INSURANCE PLAN ADDITIONAL REQUIREMENTS

1. Landlord's Property Insurance Policy

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

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

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

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

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

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

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

b. Minimum limits:

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

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

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

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

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

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

APPENDIX F
TO
STADIUM LEASE

ARBITRATION PROCEDURES

Section 1. Arbitration.

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

(a) The Party seeking arbitration hereunder shall request such arbitration in writing, which writing shall be delivered to the opposing Party and include a clear statement of the matter(s) in dispute. If a legal proceeding relating to the matter(s) in dispute has previously been filed in a court of competent jurisdiction (other than a proceeding for injunctive or ancillary relief) then such notice of election under this paragraph shall be delivered within ninety (90) days of the date the electing Party receives service of process in such legal proceeding. Except to the extent provided in this Appendix F, the arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association by a single arbitrator to be appointed upon the mutual agreement of the Parties within twenty (20) days of the date the written request for arbitration was delivered to the opposing Party; *provided, however*, that during the Bond Insurance Period, the Parties shall, instead of selecting a single arbitrator by mutual agreement, agree to a list of three (3) arbitrators within twenty (20) days of the date the written request for arbitration was delivered to the opposing Party and submit such list to the Bond Insurer, and the Bond Insurer shall then have the right to select the single arbitrator from such list; *provided further, however*, that in the event that the Bond Insurer shall fail to select the single arbitrator from such list within ten (10) days from the date that the Parties shall have submitted their list of three (3) arbitrators to the Bond Insurer, then the Parties shall be entitled to mutually agree as to any single arbitrator without involving the Bond Insurer. 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 and, during the Bond Insurance Period, the Bond Insurer. In the event the Parties are unable to agree on a single arbitrator or, during the Bond Insurance Period, a list of three (3) arbitrators 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 and, during the Bond Insurance Period, the Bond Insurer may submit, but shall not be required to submit, to said judge a list of up to three (3) qualified individuals as candidates for appointment as the

arbitrator whose schedules permit their service as arbitrator within the time periods set forth herein. The arbitrator appointed by the judge need not be from such lists.

(b) Within thirty (30) days of the date the arbitrator is appointed, the arbitrator shall notify the Parties in writing of the date of the arbitration hearing, which hearing date shall be not less than one-hundred twenty (120) days from the date of the arbitrator's appointment. The arbitration hearing shall be held in Houston, Texas. Except as otherwise provided herein, the proceedings shall be conducted in accordance with the procedures of the Texas General Arbitration Act, TEX. CIV. PRAC. & REMEDIES CODE §§ 171.001 *et seq.* (the "**Texas General Arbitration Act**"). Depositions may be taken and other discovery may be made in accordance with the Texas Rules of Civil Procedure, provided that (i) depositions and other discovery shall be completed within ninety (90) days of the appointment of the arbitrator, (ii) there shall be no evidence by affidavit allowed, and (iii) each Party shall disclose a list of all documentary evidence to be used and a list of all witnesses and experts to be called by the Party in the arbitration hearing at least twenty (20) days prior to the arbitration hearing. The arbitrator shall issue a final ruling within thirty (30) days after the arbitration hearing. Any decision of the arbitrator shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered pursuant to the foregoing, which may include an award or decree of specific performance hereunder, shall be final and binding on, and nonappealable by, the Parties and judgment thereon may be entered or enforcement thereof sought by either Party in a court of competent jurisdiction. The foregoing deadlines shall be tolled during the period that no arbitrator is serving until a replacement is appointed in accordance with this Appendix F.

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

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

1.2 Fast-Track Arbitration.

(a) Within sixty (60) days following the Effective Date, Landlord and Tenant shall agree upon an independent third party mutually acceptable to both Parties (the "**Fast-Track Arbitrator**") and an alternate third party (the "**Alternate**") to decide Disputes or Controversies required by this Stadium Lease to be resolved by Fast-Track Arbitration; *provided, however*, that during the Bond Insurance Period, the Parties shall, instead of selecting the Fast-Track Arbitrator and the Alternate by mutual agreement, agree to a list of five (5) arbitrators within sixty (60) days following the Effective Date and submit such list to the Bond Insurer, and the Bond Insurer shall then have the right to select the Fast-Track Arbitrator and the Alternate from such list; *provided further, however*, that in the event that the Bond Insurer shall fail to select the Fast-Track Arbitrator and the Alternate from such list within twenty (20) days from the date that the Parties shall have submitted their list of five (5) arbitrators to the Bond Insurer, then the Parties shall be entitled to mutually agree to any Fast-Track Arbitrator and Alternate without involving the Bond Insurer. Within sixty (60) days of the fifth (5th) anniversary of the Effective Date and each successive fifth (5th) anniversary thereafter during the Lease Term, Landlord and Tenant shall again agree upon independent third parties to be the Fast-Track Arbitrator and the Alternate; *provided, however*, that the Parties shall earlier agree on a replacement Fast-Track Arbitrator and/or the Alternate if the existing Fast-Track Arbitrator and/or the Alternate shall become unavailable in the reasonable opinion of a Party; *provided further, however*, that during the Bond Insurance Period, the Parties shall, instead of selecting the Fast-Track Arbitrator and the Alternate, as applicable, by mutual agreement, agree to a list of five (5) arbitrators within sixty (60) days of the fifth (5th) anniversary of this Stadium Lease then in question and submit such list to the Bond Insurer, and the Bond Insurer shall then have the right to select the Fast-Track Arbitrator and the Alternate, as applicable, from such list and if the Bond Insurer shall fail to select the Fast-Track Arbitrator and the Alternate, as applicable, from such list within twenty (20) days from the date that the Parties shall have submitted their list of five (5) arbitrators to the Bond Insurer, then the Parties shall be entitled to mutually agree to any Fast-Track Arbitrator and Alternate, as applicable, without involving the Bond Insurer. If (i) the Parties are unable to agree on a third party to serve as the Fast-Track Arbitrator or the Alternate, (ii) during the Bond Insurance Period, the Parties are unable to agree on a list of five (5) arbitrators to submit to the Bond Insurer or (iii) if the Fast-Track Arbitrator or Alternate are unable or fail to act in such capacities, any Dispute or Controversy shall be referred to Regular Arbitration pursuant to Section 1.1 of this Appendix F.

(b) Arbitration known as "Fast-Track Arbitration" shall be conducted in accordance with the following procedures. If the Dispute or Controversy involves the alleged failure, or alleged potential failure, of Landlord to operate, Maintain or repair the Leased Premises as required under this Stadium Lease, either Party may refer a Dispute or Controversy to Fast-Track Arbitration instead of Regular Arbitration by providing written notice to the Fast-Track Arbitrator and the other Party. Such notice shall include a clear statement of the matter(s) in dispute and a brief description (no longer than two (2) pages) of the Dispute or Controversy. If a Party gives written notice of the referral of such Dispute

or Controversy to Fast-Track Arbitration, the other Party shall be bound to enter into Fast-Track Arbitration as provided in this Section 1.2 and may not resort to Regular Arbitration under the procedures of Section 1.1 of this Appendix F except for last sentence of 1.2(a) and 1.2(c). The Parties may also mutually agree to Fast-Track Arbitration for any other Dispute or Controversy (in addition to those involving operation, Maintenance or repair of the Leased Premises) by providing joint written notice to the Fast-Track Arbitrator. In the event that the Fast-Track Arbitrator is unavailable to resolve the Dispute or Controversy within the time period stated in the next sentence, the Dispute or Controversy shall be referred to the Alternate. The Fast-Track Arbitrator or the Alternate, as the case may be (the "arbitrator"), shall be directed to resolve the Dispute or Controversy within fifteen (15) days of the referral. The arbitrator shall diligently endeavor to resolve the Dispute or Controversy within such fifteen (15) day time period, taking into account the circumstances requiring an expeditious resolution of the matter. The Parties shall cooperate in good faith in providing to the arbitrator any information reasonably needed to resolve the Dispute or Controversy. The arbitrator's decision shall be set forth in a written decision. Unless a Party gives written notice of dissatisfaction with the decision (as permitted under Section 1.2(c) of this Appendix F), the decision of the arbitrator shall be final and binding upon and non-appealable by the Parties and judgment thereon may be entered or enforcement thereof sought by either Party in a court of competent jurisdiction. The costs and expenses of the arbitrator shall be shared equally by the Parties, and the additional incidental costs of arbitration shall be paid for by the non-prevailing Party in the arbitration; *provided, however*, that where the final decision of the arbitrator is not clearly in favor of either Party, such incidental costs shall be shared equally by the Parties.

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

Section 2. Further Qualifications of Arbitrators; Conduct. Every person nominated or recommended to serve as an arbitrator shall be and remain at all times neutral and wholly impartial, shall be experienced and knowledgeable in the substantive laws applicable to the subject matter of the Dispute or Controversy and shall have substantial experience with leases of multi-purpose public sports and entertainment facilities by public entities to concert promoters and producers of events having "rodeo-like components" and "livestock or equestrian components". All arbitrators shall, upon written request by either Party, provide the Parties with a statement that they can and shall decide any Dispute or Controversy referred to them impartially. No arbitrator shall currently be employed by either Party, the NFL Club, the City, the Sports Authority, the County, any County Affiliate, the NFL, any member team of the NFL or the Bond Insurer, or have any material financial dependence upon a Party, the NFL Club, the City, the Sports Authority, the County, any County Affiliate, the NFL, any member team of the NFL or the Bond Insurer, nor shall any arbitrator have any material financial interest in the Dispute or Controversy. Further, all arbitrators must meet the

qualifications and adhere to the standards of Sections 154.052 and 154.053 of Chapter 154, TEXAS CIVIL PRACTICE AND REMEDIES CODE.

Section 3. Applicable Law and Arbitration Act. The agreement to arbitrate set forth in this Appendix F shall be enforceable in either federal or state court. The enforcement of such agreement and all procedural aspects thereof, including the construction and interpretation of this agreement to arbitrate, the scope of the arbitrable issues, allegations of waiver, delay or defenses as to arbitrability and the rules (except as otherwise expressly provided herein) governing the conduct of the arbitration, shall be governed by and construed pursuant to the Texas General Arbitration Act. In deciding the substance of any such Dispute or Controversy, the arbitrator shall apply the substantive laws of the State of Texas. The arbitrator shall have authority, power and right to award damages and provide for other remedies as are available at law or in equity in accordance with the laws of the State of Texas, except that the arbitrator shall have no authority to award incidental or punitive damages under any circumstances (whether they be exemplary damages, treble damages or any other penalty or punitive type of damages) regardless of whether such damages may be available under the laws of the State of Texas. The Parties hereby waive their right, if any, to recover punitive damages in connection with any arbitrated Dispute or Controversy.

Section 4. Consolidation. If the Parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then the Parties hereby agree that all such proceedings may be consolidated into a single arbitral proceeding.

Section 5. Pendency of Dispute; Interim Measures. The existence of any Dispute or Controversy eligible for referral or referred to arbitration hereunder, or the pendency of the dispute settlement or resolution procedures set forth herein, shall not in and of themselves relieve or excuse either Party from its ongoing duties and obligations under this Stadium Lease or any right, duty or obligation arising herefrom; provided, however, that during the pendency of arbitration proceedings and prior to a final award, upon written request by a Party, the arbitrator may issue interim measures for preservation or protection of the status quo.

Section 6. Complete Defense. The Parties agree that compliance by a Party with the provisions of this Appendix shall be a complete defense to any suit, action or proceeding instituted in any federal or state court, or before any administrative tribunal by the other Party with respect to any Dispute or Controversy which is subject to arbitration as set forth herein, other than a suit or action alleging non-compliance with a final and binding arbitration award rendered hereunder.

APPENDIX G
TO
STADIUM LEASE

BUSINESS INTERRUPTION INSURANCE VALUES CALCULATION

During each Lease Year of the Bond Insurance Period, Landlord shall be required to carry business interruption insurance in an amount equal to the average of the sum of the Miscellaneous County Revenues, Miscellaneous Rodeo Revenues and Club Guaranteed Payments (as defined in the Funding Agreement) over the immediately preceding three (3) years (the "Base Amount of Rental Interruption Insurance"), subject to adjustment as provided in the next sentence. Each Lease Year during the Bond Insurance Period, Landlord will be entitled to adjust downward the amount of rental interruption insurance required to be carried pursuant to the terms of this Agreement by subtracting from the Base Amount of Rental Interruption Insurance (as determined pursuant to the immediately preceding sentence without adjustment) an amount equal to the, positive result, if any, obtained when the amount specified below in subparagraph 2 is subtracted from the amount specified below in subparagraph 1:

1. The average (over the immediately preceding three (3) years) of the sum of the Vehicle Rental Tax Revenues (as defined in the Funding Agreement) and the Hotel Occupancy Tax Revenues (as defined in the Funding Agreement) plus the rental payments required to be made by Houston McLane Company, Inc. under the principal project documents between Houston McLane Company, Inc. and the Sports Authority and the rental payments required to be made by Rocket Ball, Ltd. under the principal project documents between Rocket Ball, Ltd. and the Sports Authority.
2. The regular debt service requirements for the immediately preceding year on all of the Sports Authority's bonds issued to finance Enron Field, the Stadium and/or the new Houston/Harris County Arena.

If at the time Landlord is entitled to any such downward adjustment, less than three (3) years figures for the foregoing are available, the three (3) year average shall be based on the years for which figures are available. During each Lease Year after the Bond Insurance Period, Landlord shall be required to carry business interruption insurance in an amount that is consistent with good insurance practices for Comparable Facilities.

EXHIBIT A-1
TO
STADIUM LEASE

DEPICTION OF ASTRODOMAIN PROPER

[See Attached]

RELIANT PARK

5/17/01

RODEO STADIUM
LEASE EXHIBIT

A-1

DEPICTION OF
ASTRODOMAIN PROPER



Plat of survey 264.062 acres (11,502,527 sq. ft.)
P.W. Rose Survey, A-645
J. Walters Survey, A-874
City of Houston Harris County, Texas.

262.5667 acres

ASTRODOMAIN PROPER

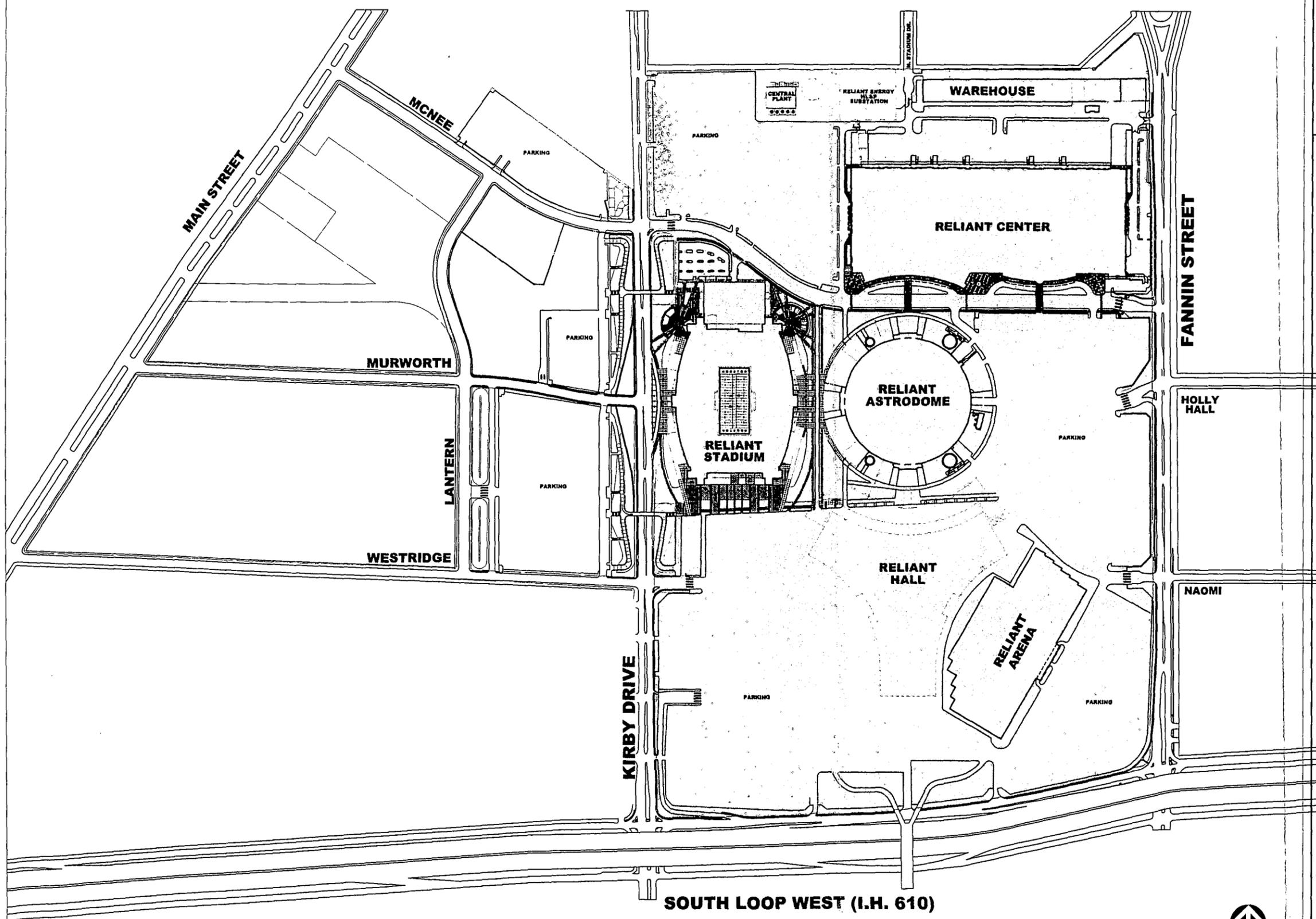


EXHIBIT A-2
TO
STADIUM LEASE

DEPICTION OF LANDLORD'S LAND

[See Attached]

RELIANT PARK

5/17/01

RODEO STADIUM
LEASE EXHIBIT

A-2

DEPICTION OF
LANDLORD'S LAND



Tract 'B', 17.091 Acres of land in the P.W. Rose Survey, A-645, and the James Hamilton Survey, A887, Harris County, Texas and being the same land as described as Tract 'B' in that Special Warranty Deed from Elizabeth Kirby Cohn to RES Astrodome Properties Limited dated August 01, 1990 and recorded in Harris County Clerk's File Number N-210953. Save and except ~~landlord's~~ Practice Facilities Land as defined in the NFL Club ~~Lease~~ Lease.

Tract 'C', 20.611 Acres of land in the P.W. Rose Survey, A-645, and the James Hamilton Survey, A887, Harris County, Texas and being the same land as described as Tract 'C' in that Special Warranty Deed from Elizabeth Kirby Cohn to RES Astrodome Properties Limited dated August 01, 1990 and recorded in Harris County Clerk's File Number N-210953, said property being bounded by Kirby Drive, Murworth Street, Westridge Street & Lantern Point drive.

LANDLORD'S LAND

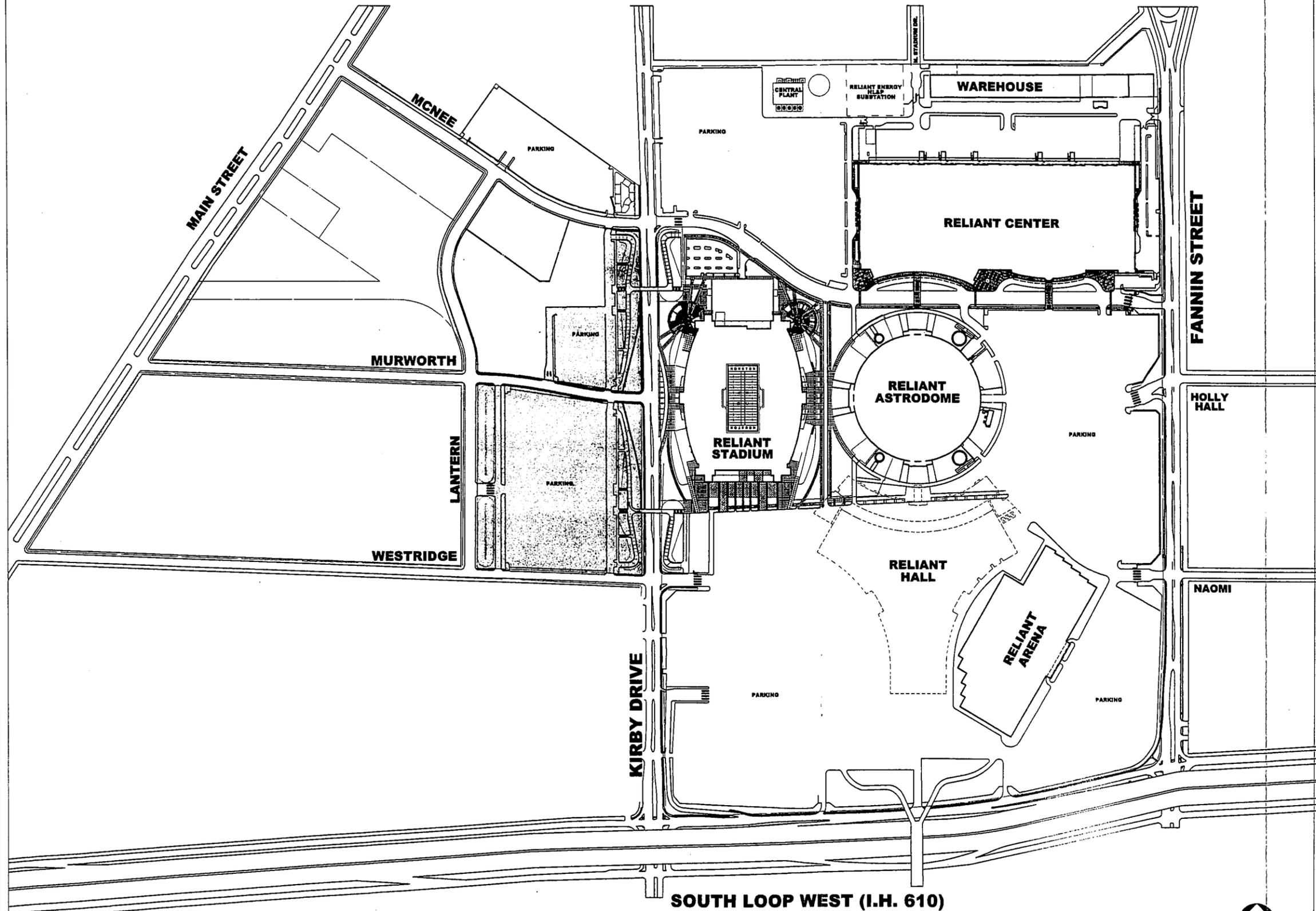


EXHIBIT A-3
TO
STADIUM LEASE

DEPICTION OF NFL CLUB'S PARKING SPACES

[See Attached]

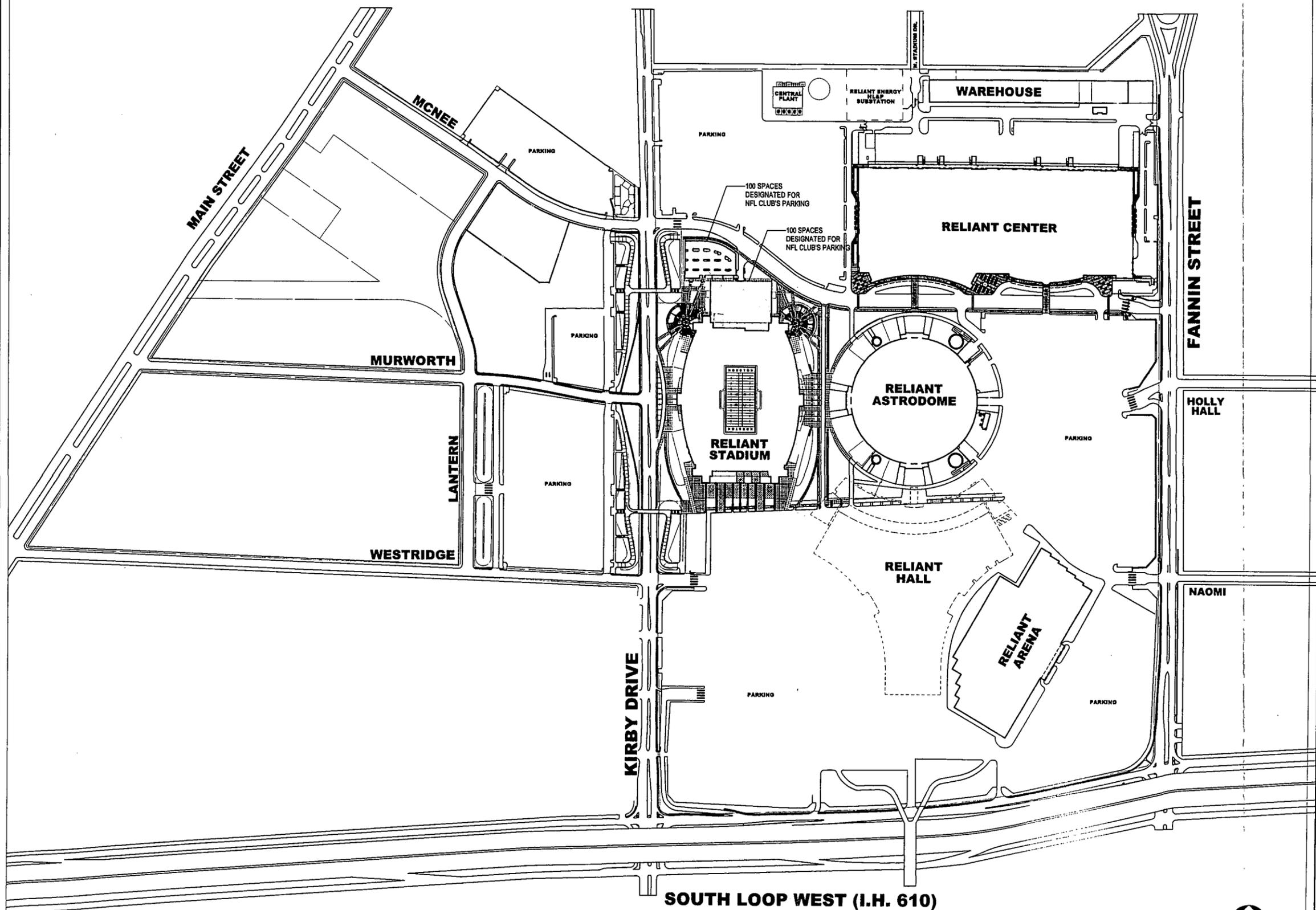


Herman Reed Architects
Lockwood, Andrew & Newnam, Inc.



DEPICTION OF NFL
CLUB'S PARKING SPACES

 NFL CLUB'S PARKING SPACES

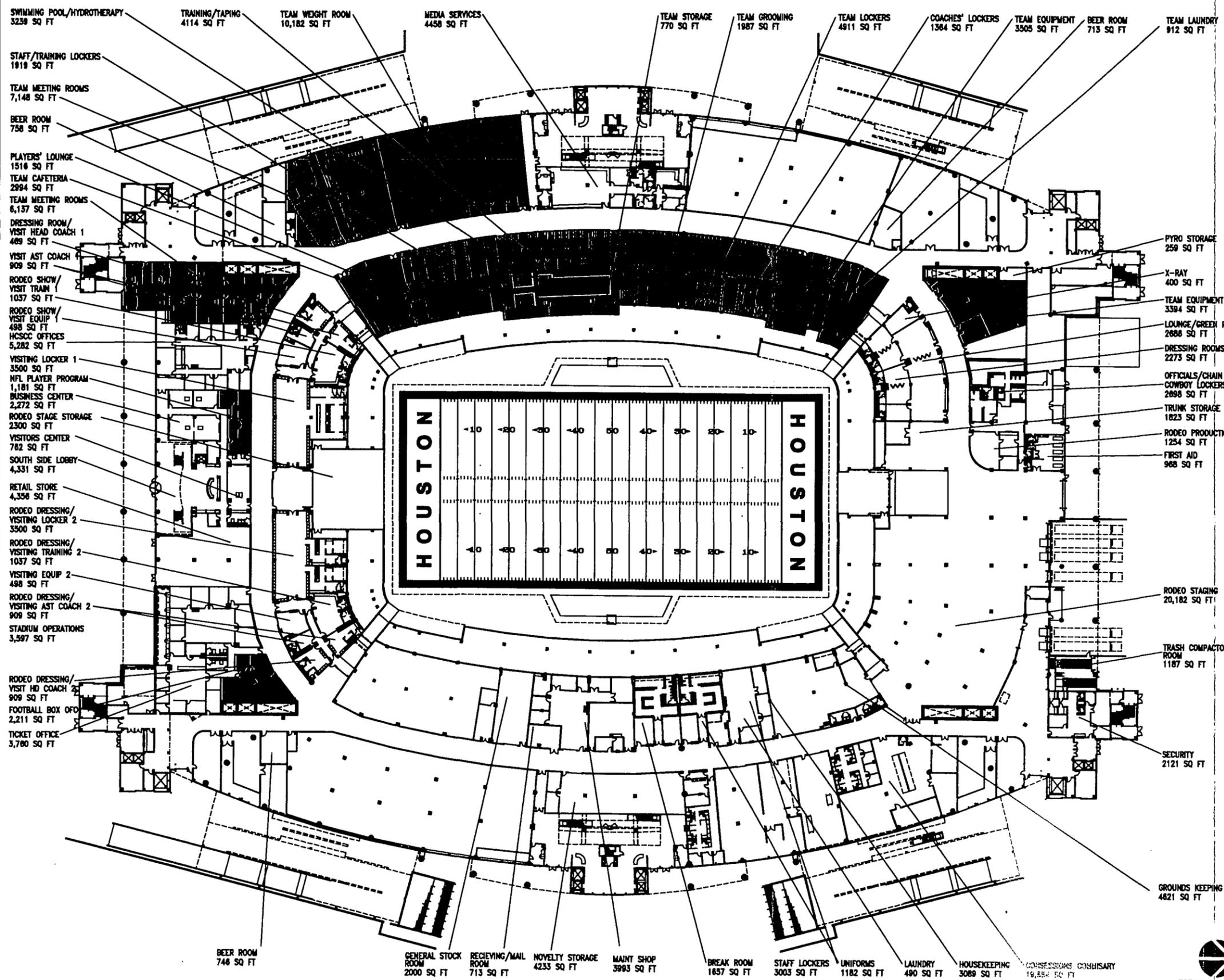


PROJECT NORTH

EXHIBIT A-4
TO
STADIUM LEASE

DEPICTION OF NFL CLUB'S FACILITIES

[See Attached]



SWIMMING POOL/HYDROTHERAPY
3239 SQ FT

STAFF/TRAINING LOCKERS
1919 SQ FT

TEAM MEETING ROOMS
7,148 SQ FT

BEER ROOM
758 SQ FT

PLAYERS' LOUNGE
1516 SQ FT

TEAM CAFETERIA
2994 SQ FT

TEAM MEETING ROOMS
6,137 SQ FT

DRESSING ROOM/
VISIT HEAD COACH 1
489 SQ FT

VISIT AST COACH 1
909 SQ FT

RODEO SHOW/
VISIT TRAIN 1
1037 SQ FT

RODEO SHOW/
VISIT EQUIP 1
498 SQ FT

HCSOC OFFICES
5,282 SQ FT

VISITING LOCKER 1
3500 SQ FT

NFL PLAYER PROGRAM
BUSINESS CENTER
1,181 SQ FT
2,272 SQ FT

RODEO STAGE STORAGE
2300 SQ FT

VISITORS CENTER
782 SQ FT

SOUTH SIDE LOBBY
4,331 SQ FT

RETAIL STORE
4,356 SQ FT

RODEO DRESSING/
VISITING LOCKER 2
3500 SQ FT

RODEO DRESSING/
VISITING TRAINING 2
1037 SQ FT

VISITING EQUIP 2
498 SQ FT

RODEO DRESSING/
VISITING AST COACH 2
909 SQ FT

STADIUM OPERATIONS
3,597 SQ FT

RODEO DRESSING/
VISIT HD COACH 2
909 SQ FT

FOOTBALL BOX OFFICE
2,211 SQ FT

TICKET OFFICE
3,780 SQ FT

TRAINING/TAPING
4114 SQ FT

TEAM WEIGHT ROOM
10,182 SQ FT

MEDIA SERVICES
4458 SQ FT

TEAM STORAGE
770 SQ FT

TEAM GROOMING
1987 SQ FT

TEAM LOCKERS
4911 SQ FT

COACHES' LOCKERS
1384 SQ FT

TEAM EQUIPMENT
3505 SQ FT

BEER ROOM
713 SQ FT

TEAM LAUNDRY
912 SQ FT

BEER ROOM
748 SQ FT

GENERAL STOCK ROOM
2000 SQ FT

RECEIVING/MAIL ROOM
713 SQ FT

NOVELTY STORAGE
4233 SQ FT

MAINT SHOP
3993 SQ FT

BREAK ROOM
1857 SQ FT

STAFF LOCKERS
3003 SQ FT

UNIFORMS
1182 SQ FT

LAUNDRY
490 SQ FT

HOUSEKEEPING
3089 SQ FT

CONFESSIONS/CONBISARY
19,884 SQ FT

GYRO STORAGE
259 SQ FT

X-RAY
400 SQ FT

TEAM EQUIPMENT
3394 SQ FT

LOUNGE/GREEN ROOM
2888 SQ FT

DRESSING ROOMS
2273 SQ FT

OFFICIALS/CHAIN CREW/
COWBOY LOCKERS
2898 SQ FT

TRUNK STORAGE
1823 SQ FT

RODEO PRODUCTION OFFICES
1254 SQ FT

FIRST AID
968 SQ FT

RODEO STAGING
20,182 SQ FT

TRASH COMPACTOR ROOM
1187 SQ FT

SECURITY
2121 SQ FT

GROUND'S KEEPING
4821 SQ FT

RELIANT PARK
5/17/01
RODEO STADIUM LEASE
EXHIBIT A-4 (1)
DEPICTION OF NFL
CLUB'S FACILITIES
@ SERVICE LEVEL



NFL CLUB'S FACILITIES



RELIANT STADIUM

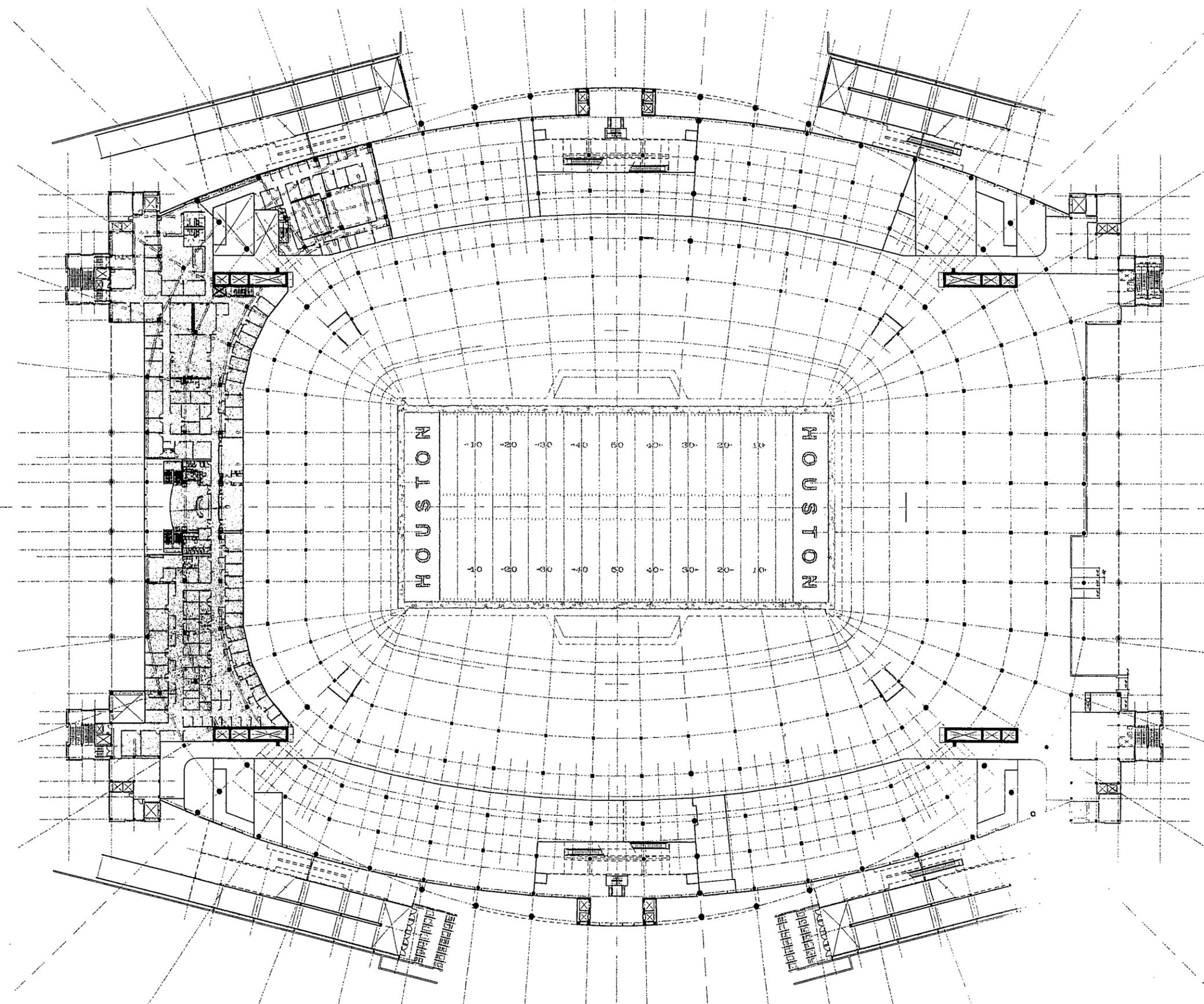
5/17/01

RODEO STADIUM LEASE
EXHIBIT A-4(2)

DEPICTION OF NFL CLUB'S
FACILITIES @ MEZZANINE



□ NFL CLUB'S FACILITIES



BUILDING NORTH

EXHIBIT A-5
TO
STADIUM LEASE

DEPICTION OF PERFORMANCE AREA

[See Attached]

RELIANT PARK

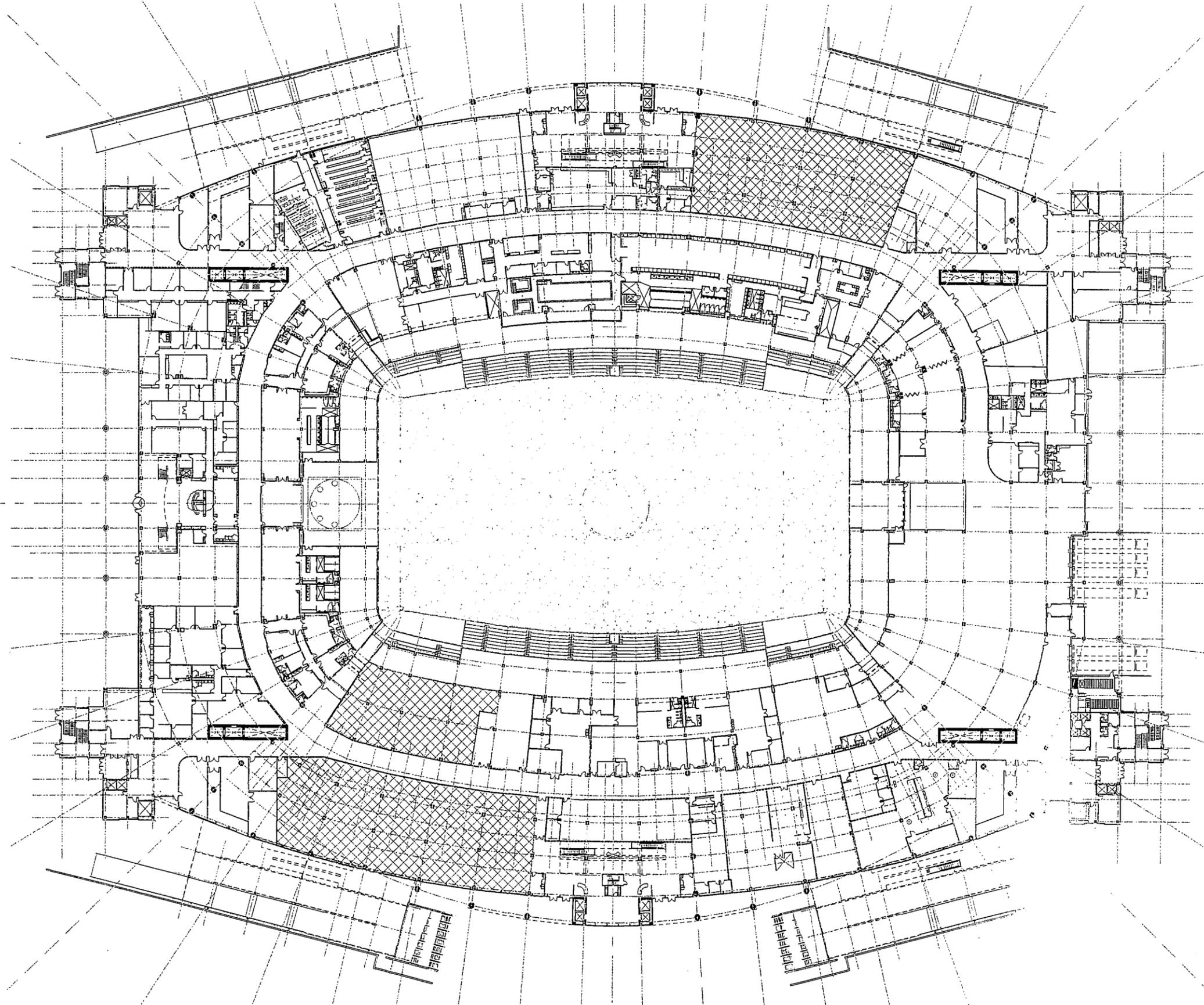
5/17/01

RODEO STADIUM
LEASE EXHIBIT
A-5

DEPICTION OF
PERFORMANCE AREA



PERFORMANCE AREA



BUILDING NORTH

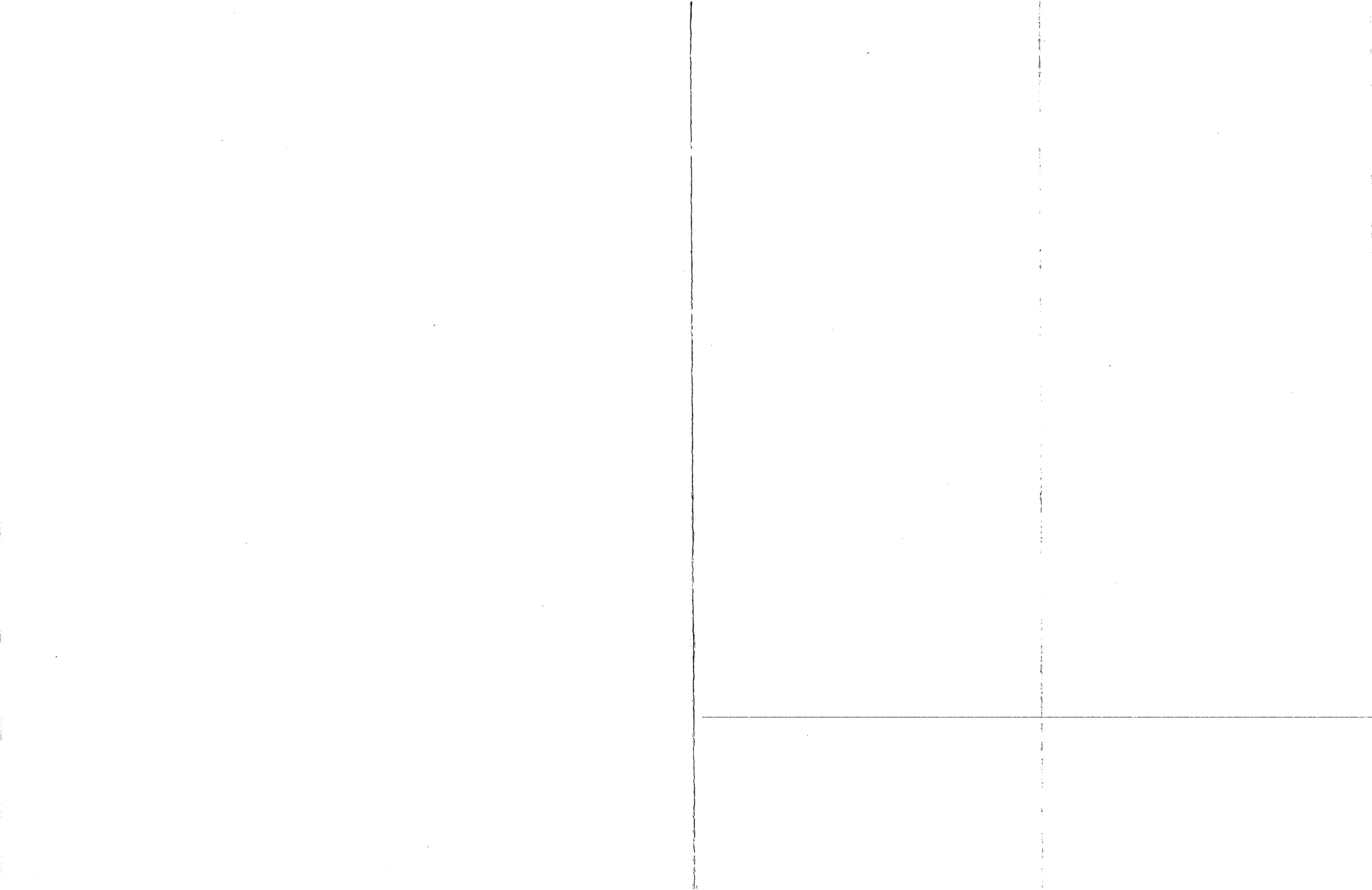


EXHIBIT A-6
TO
STADIUM LEASE

DEPICTION OF RODEO LAND

[See Attached]

RELIANT PARK

5/17/01

RODEO STADIUM
LEASE EXHIBIT
A-6

DEPICTION OF
RODEO LAND



Harris Reed Architects
Lockwood, Greene & Harwell, Inc.



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

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

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

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

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

THENCE NORTH 32 degrees 51 minutes 01 seconds EAST, 348.43 feet along the easterly line of the 2.94610 acre Ernest A. Mischke 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;

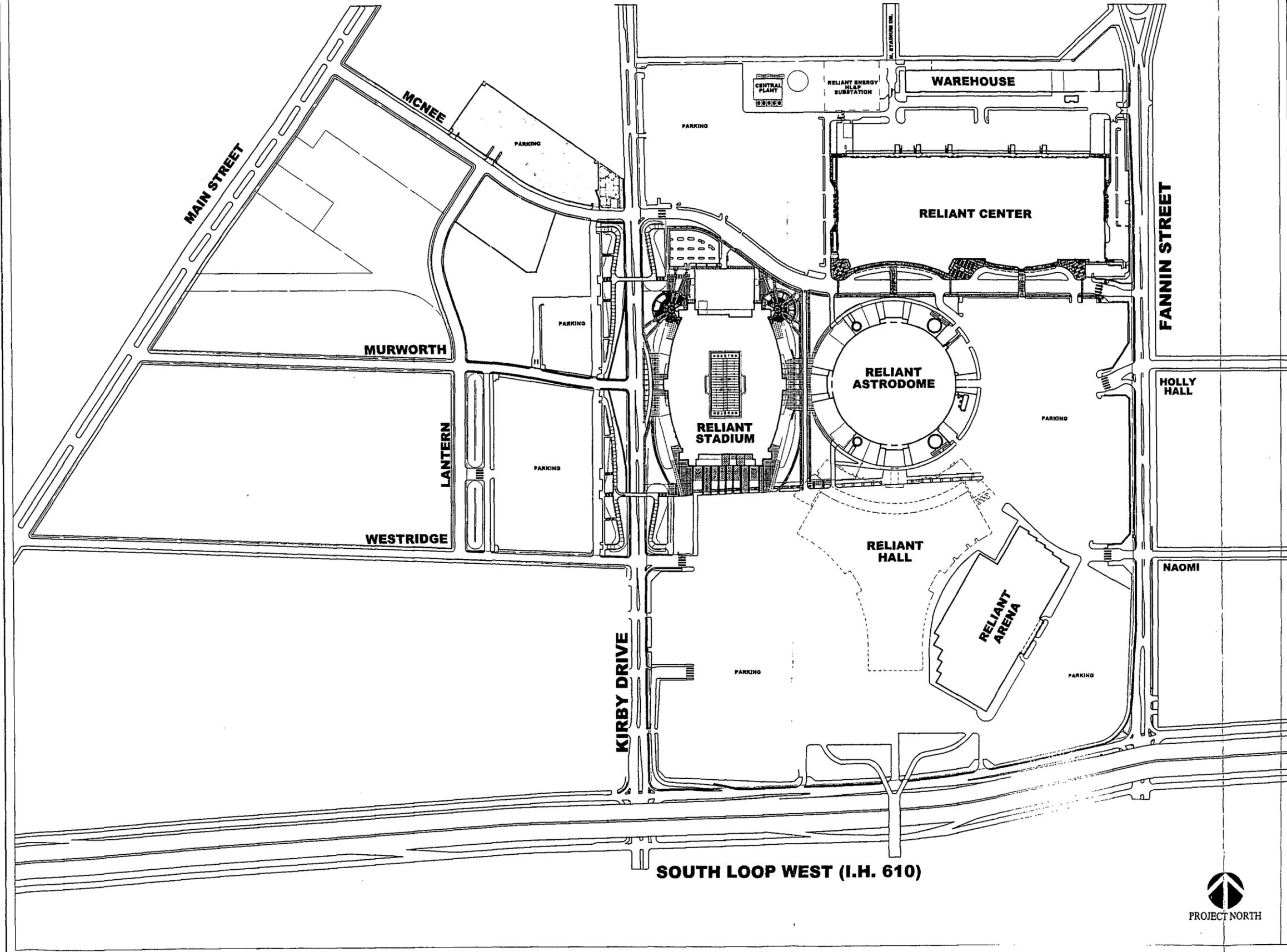
THENCE WEST 58.67 feet to an easterly interior corner of the herein described tract;

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.)

RODEO LAND



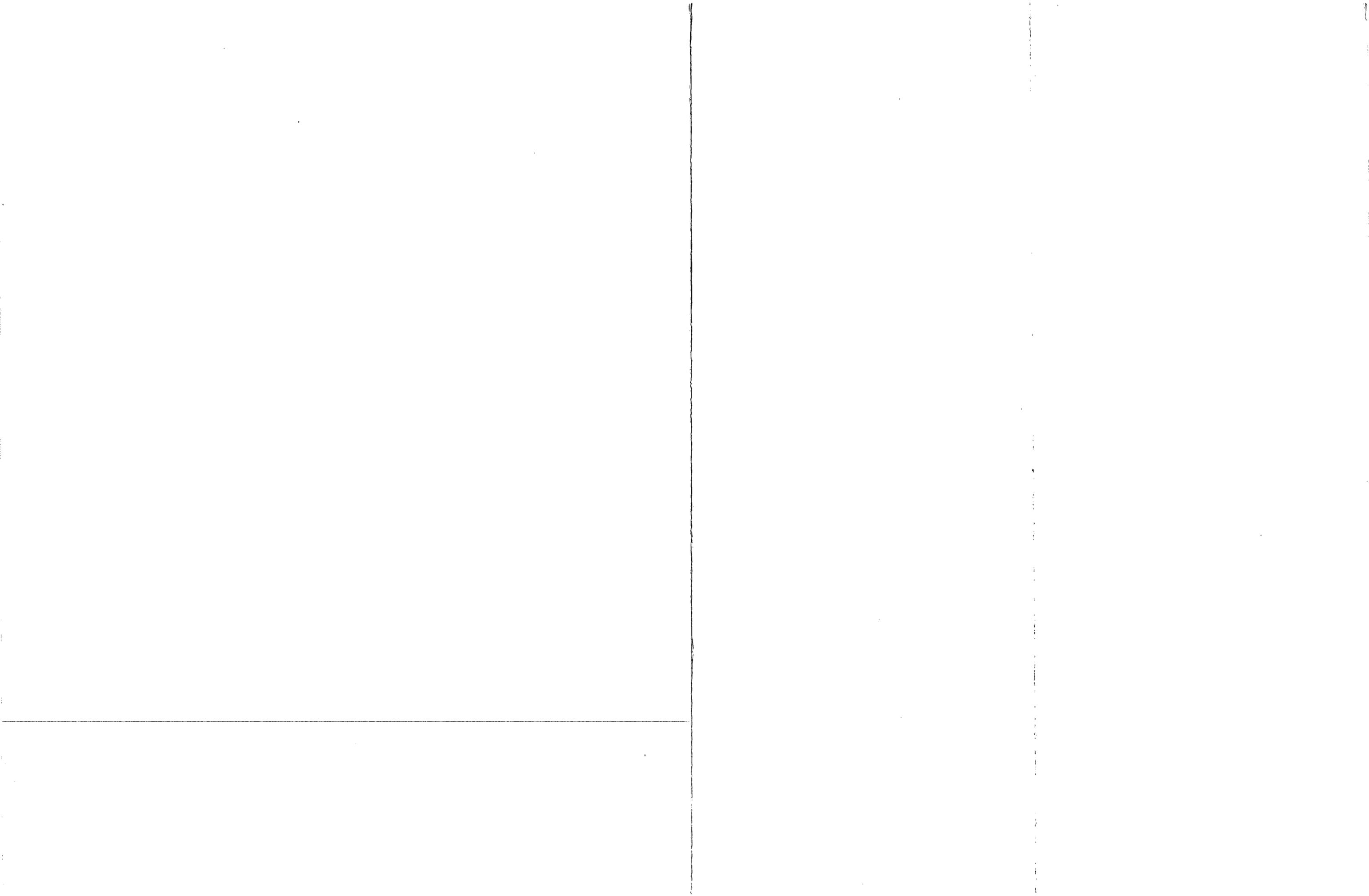


EXHIBIT A-7
TO
STADIUM LEASE

DEPICTION OF TENANT'S ADMINISTRATIVE PARKING SPACES

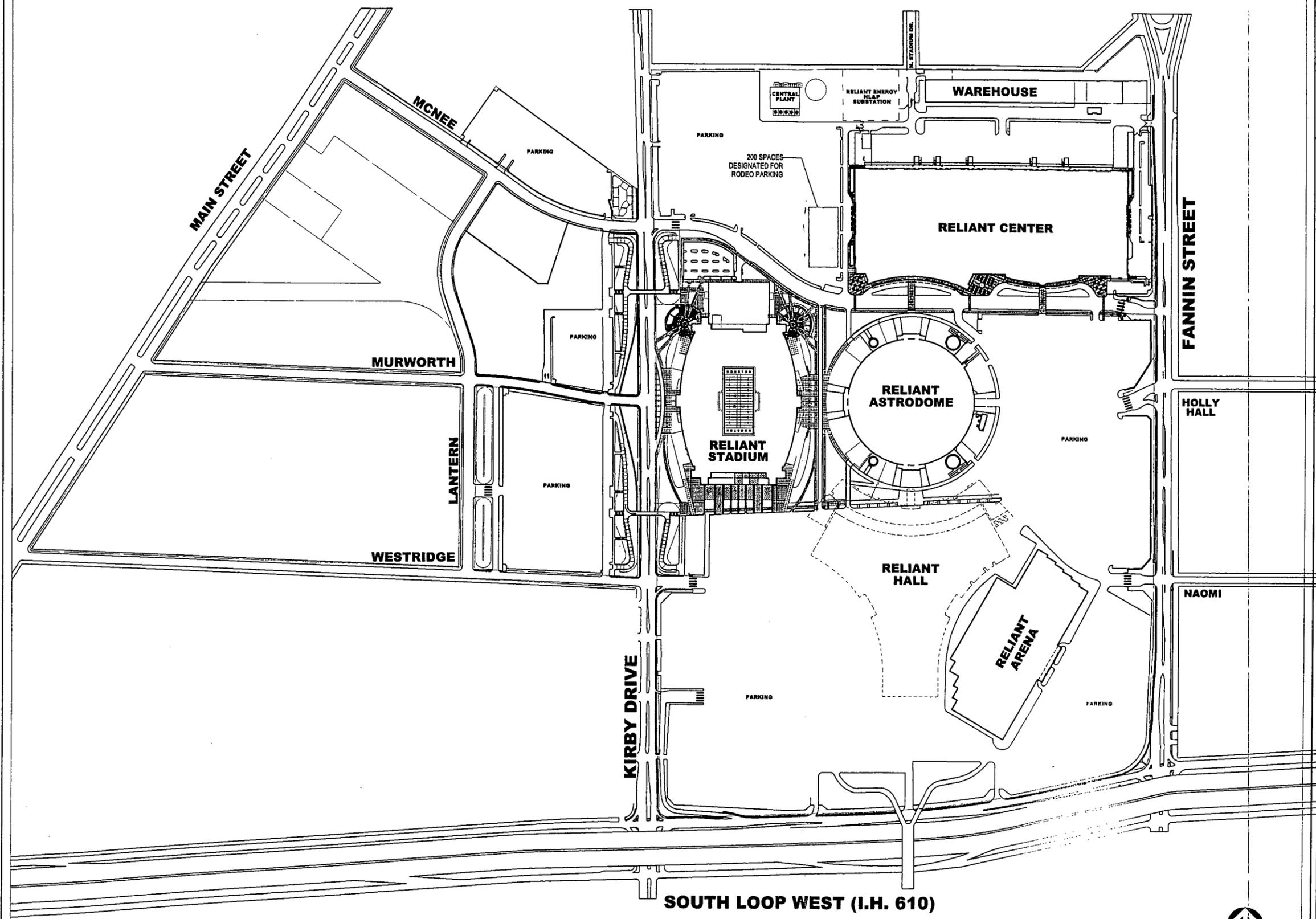
[See Attached]

RELIANT PARK

5/17/01

RODEO STADIUM
LEASE EXHIBIT
A-7

DEPICTION OF
TENANT'S
ADMINISTRATIVE
PARKING SPACES



RODEO'S ADMINISTRATIVE PARKING SPACES

SOUTH LOOP WEST (I.H. 610)



EXHIBIT A-8
TO
STADIUM LEASE

DEPICTION OF TENANT'S FACILITIES

[See Attached]

RELIANT PARK

5/17/01

RODEO STADIUM LEASE
EXHIBIT A-8

DEPICTION OF
TENANT'S FACILITIES @
SERVICE LEVEL



RODEO'S FACILITIES

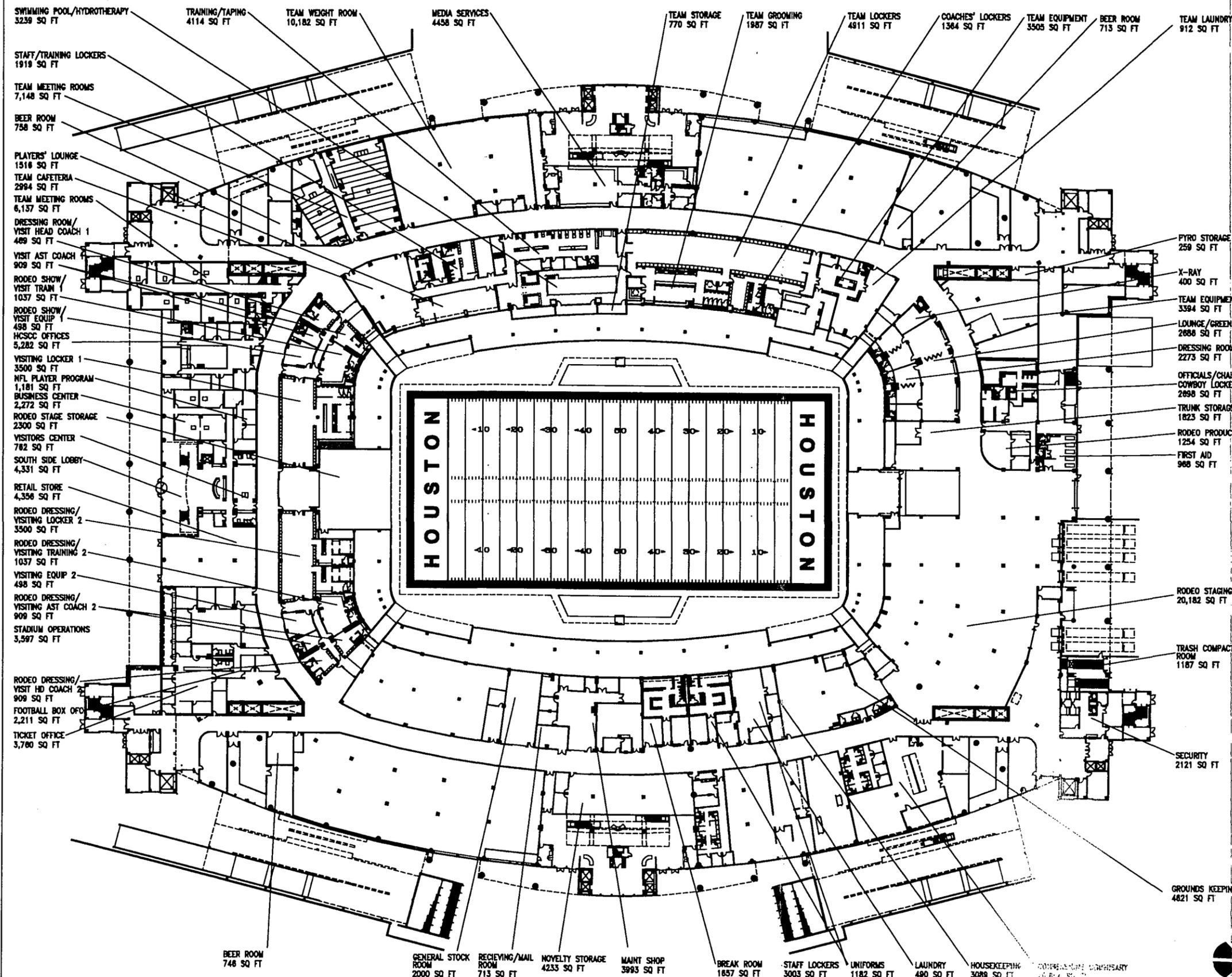


EXHIBIT A-9
TO
STADIUM LEASE

DEPICTION OF TENANT'S MEETING PARKING SPACES

[See Attached]

RELIANT PARK

5/17/01

RODEO STADIUM
LEASE EXHIBIT
A-9

DEPICTION OF
TENANT'S MEETING
PARKING SPACES

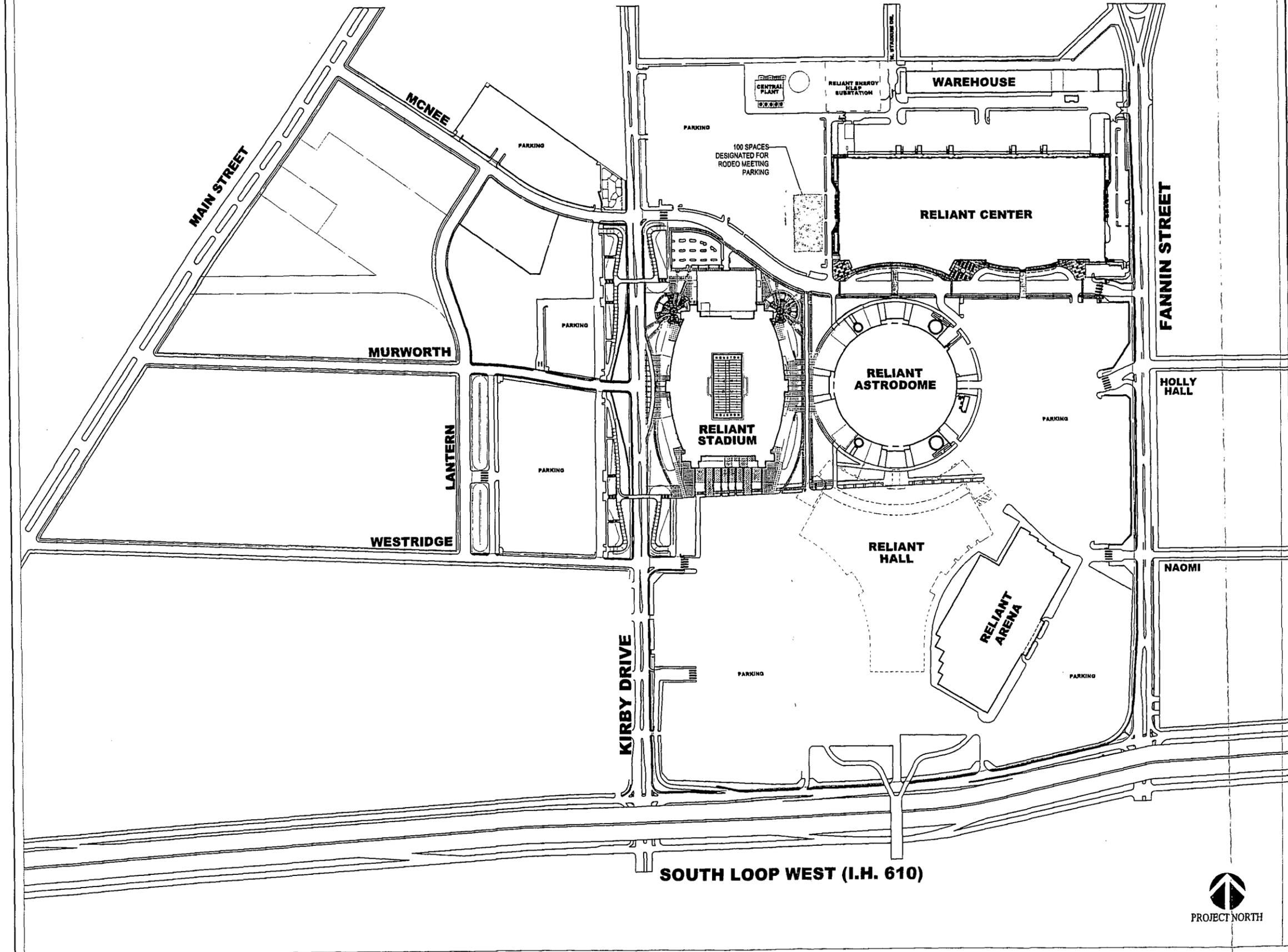
HSC

HOUSTON
STADIUM
CONSULTANTS

Norman Reed Architects
Loganwood, Archer & Hervey, Inc.



 RODEO'S MEETING PARKING SPACES



SOUTH LOOP WEST (I.H. 610)



EXHIBIT A-10
TO
STADIUM LEASE

DEPICTION OF JOINT CLUB/RODEO STORE

[See Attached]

RELIANT PARK

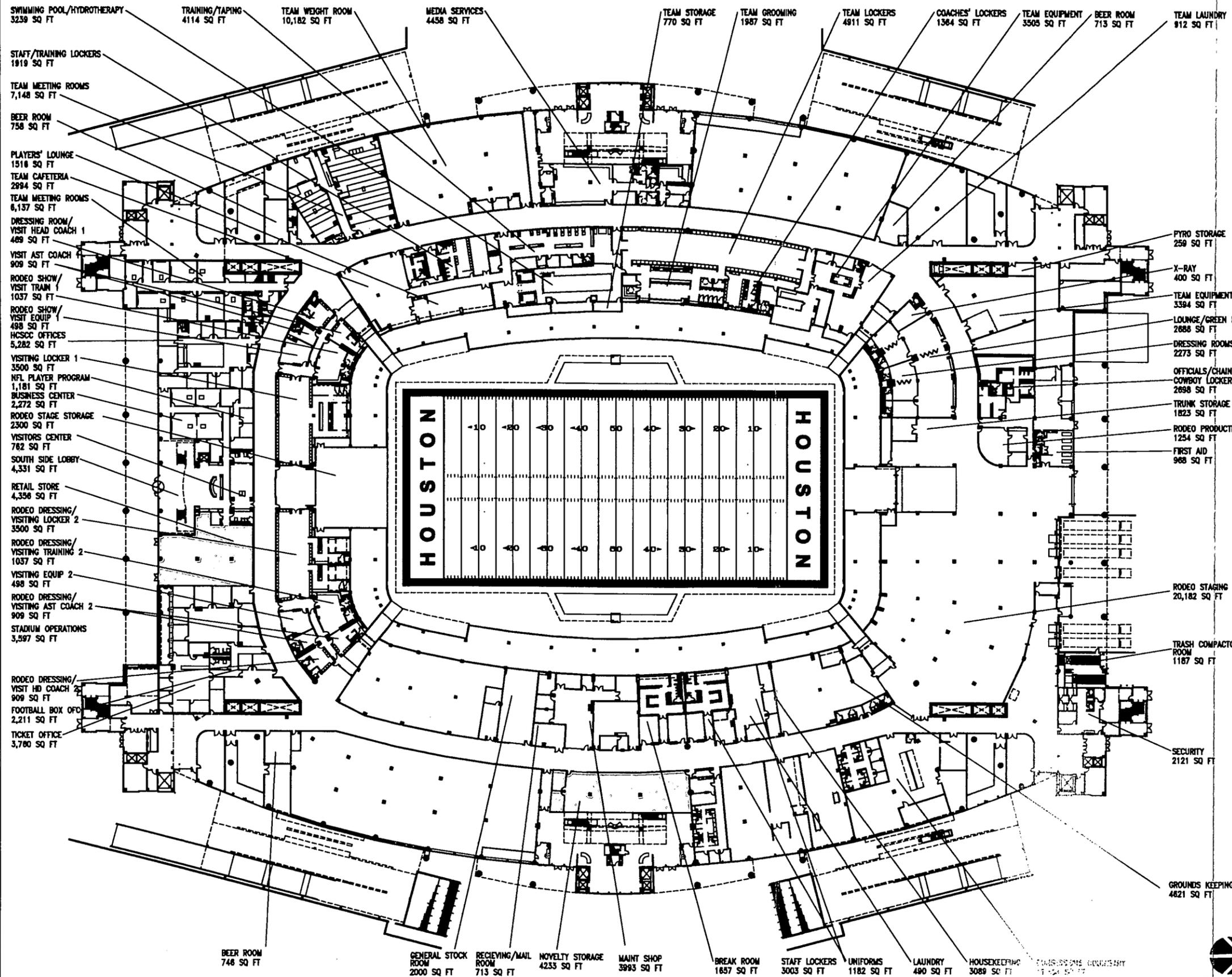
5/17/01

RODEO STADIUM LEASE
EXHIBIT A-10 (1)

DEPICTION OF
JOINT NFL CLUB/RODEO
STORE @ SERVICE LEVEL



□ NFL CLUB AND RODEO MERCHANDISE / TEAM STORE



BUILDING NORTH

RELIANT STADIUM

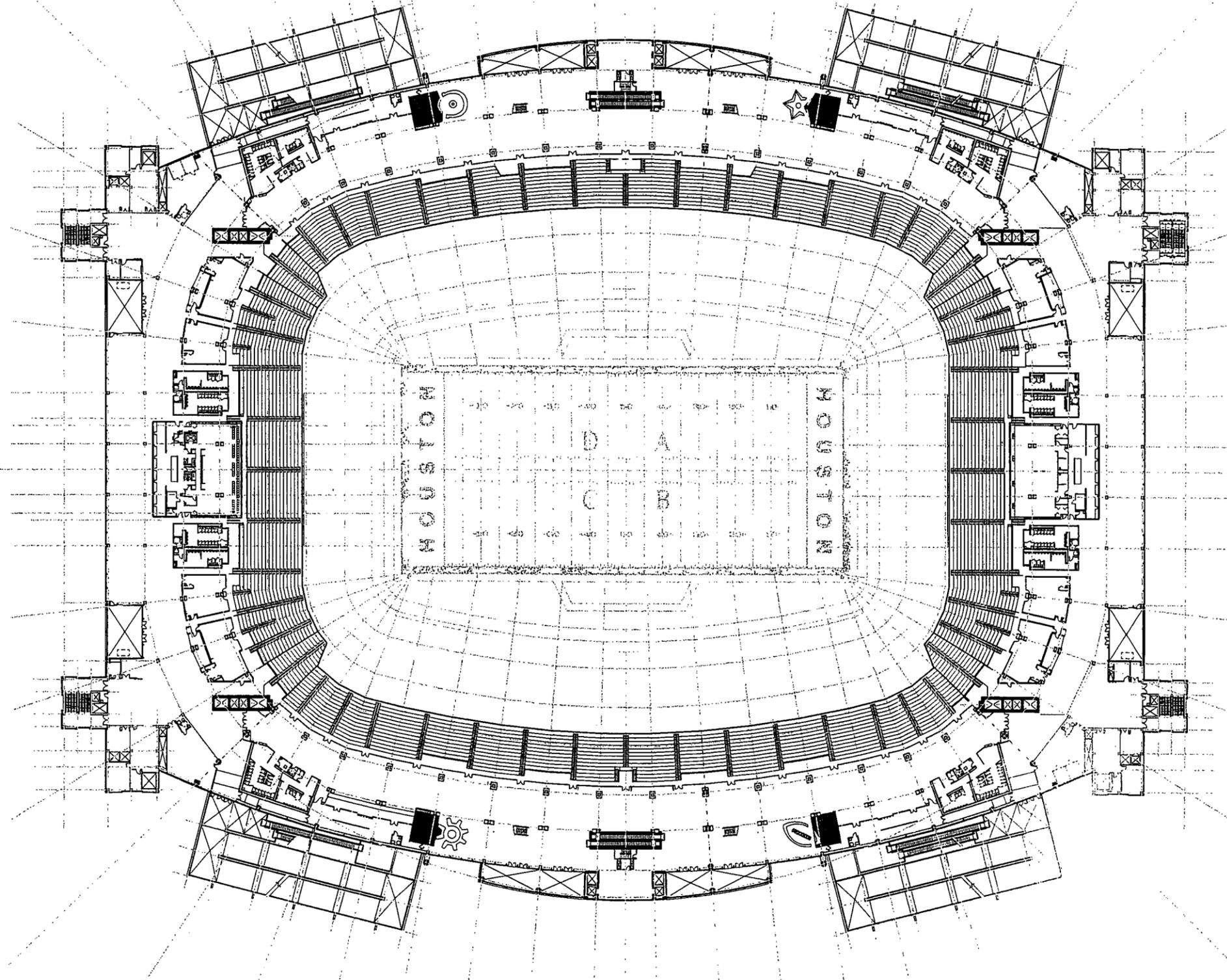
5/17/01

RODEO STADIUM LEASE
EXHIBIT A-10(2)

DEPICTION OF
JOINT NFL CLUB/RODEO
STORE @ CLUB LEVEL



■ NFL CLUB/RODEO STORE



BUILDING NORTH

EXHIBIT A-11
TO
STADIUM LEASE

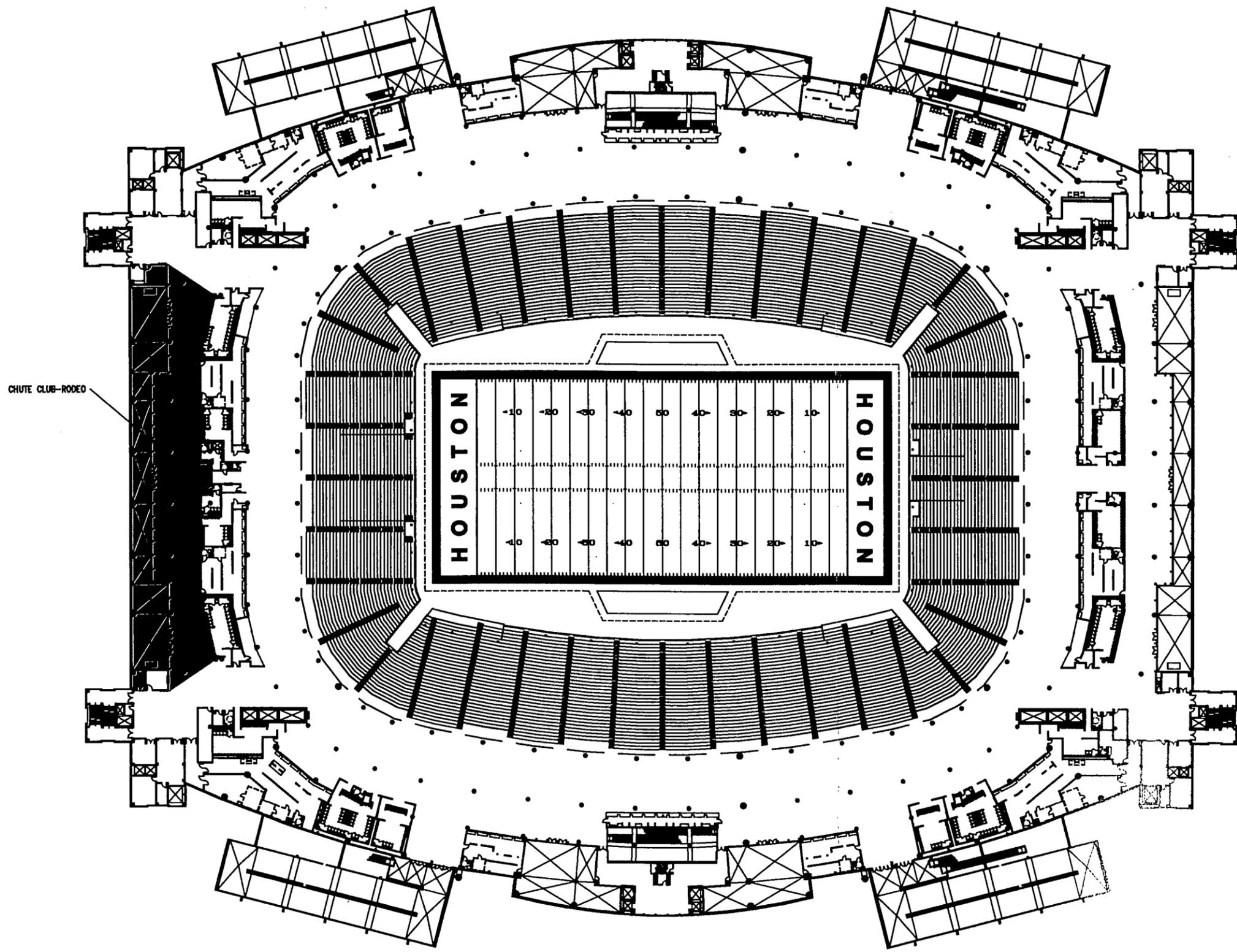
DEPICTION OF CHUTE CLUB

[See Attached]

RELIANT PARK
5/17/01
RODEO STADIUM LEASE
EXHIBIT A-11



DEPICTION OF
CHUTE CLUB SPACE
@ MAIN CONCOURSE



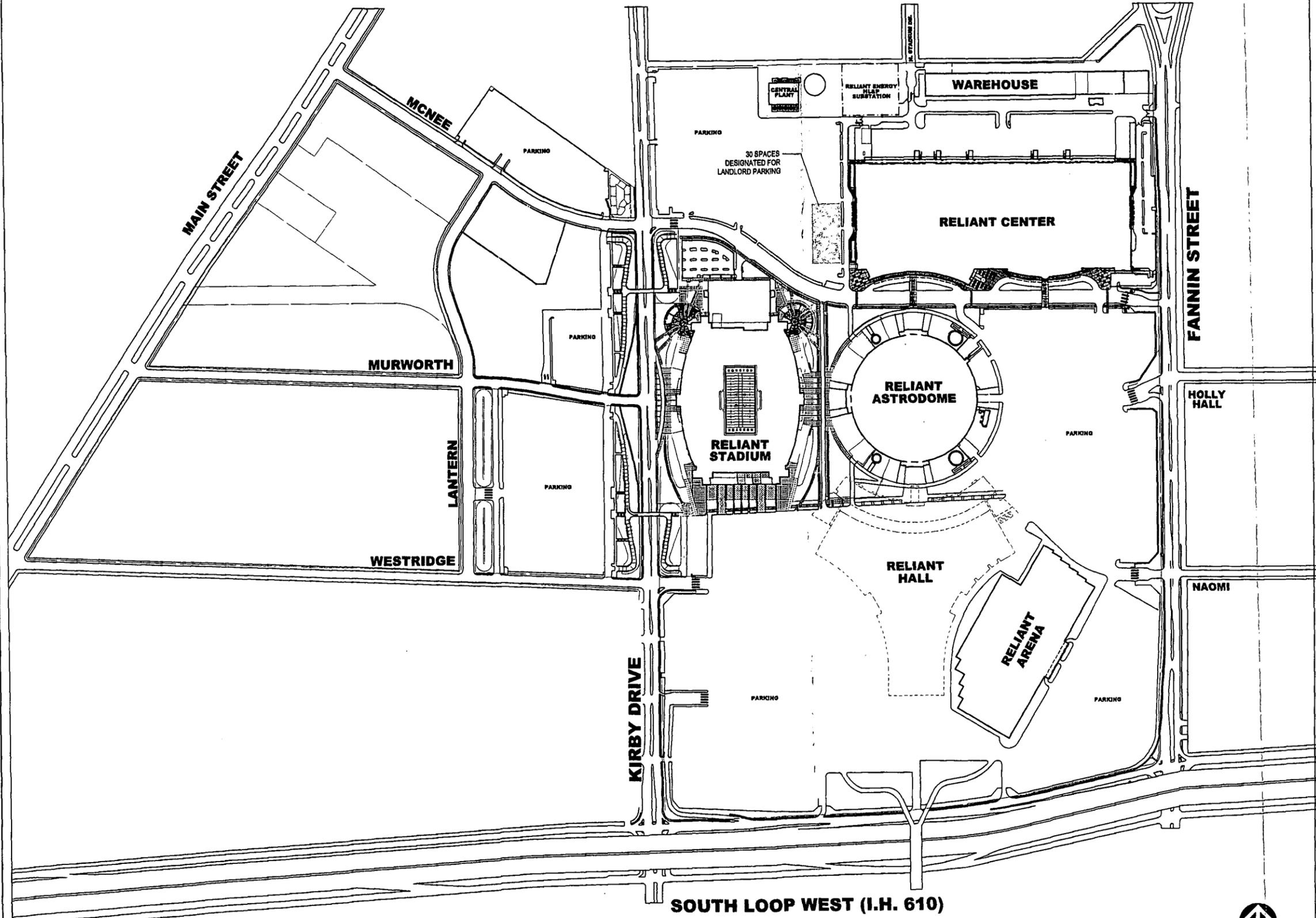
RODEO CHUTE CLUB



EXHIBIT A-12
TO
STADIUM LEASE

DEPICTION OF LANDLORD'S EXHIBITION HALL PARKING SPACES

[See Attached]



 LANDLORD'S EXHIBITION HALL PARKING SPACES

SOUTH LOOP WEST (I.H. 610)



EXHIBIT A-13
TO
STADIUM LEASE

DEPICTION OF LANDLORD'S STADIUM HALL PARKING SPACES

[See Attached]

RELIANT PARK
5/17/01
RODEO STADIUM
LEASE EXHIBIT
A-13



DEPICTION OF
LANDLORD'S
STADIUM
PARKING SPACES

 LANDLORD'S STADIUM PARKING SPACES

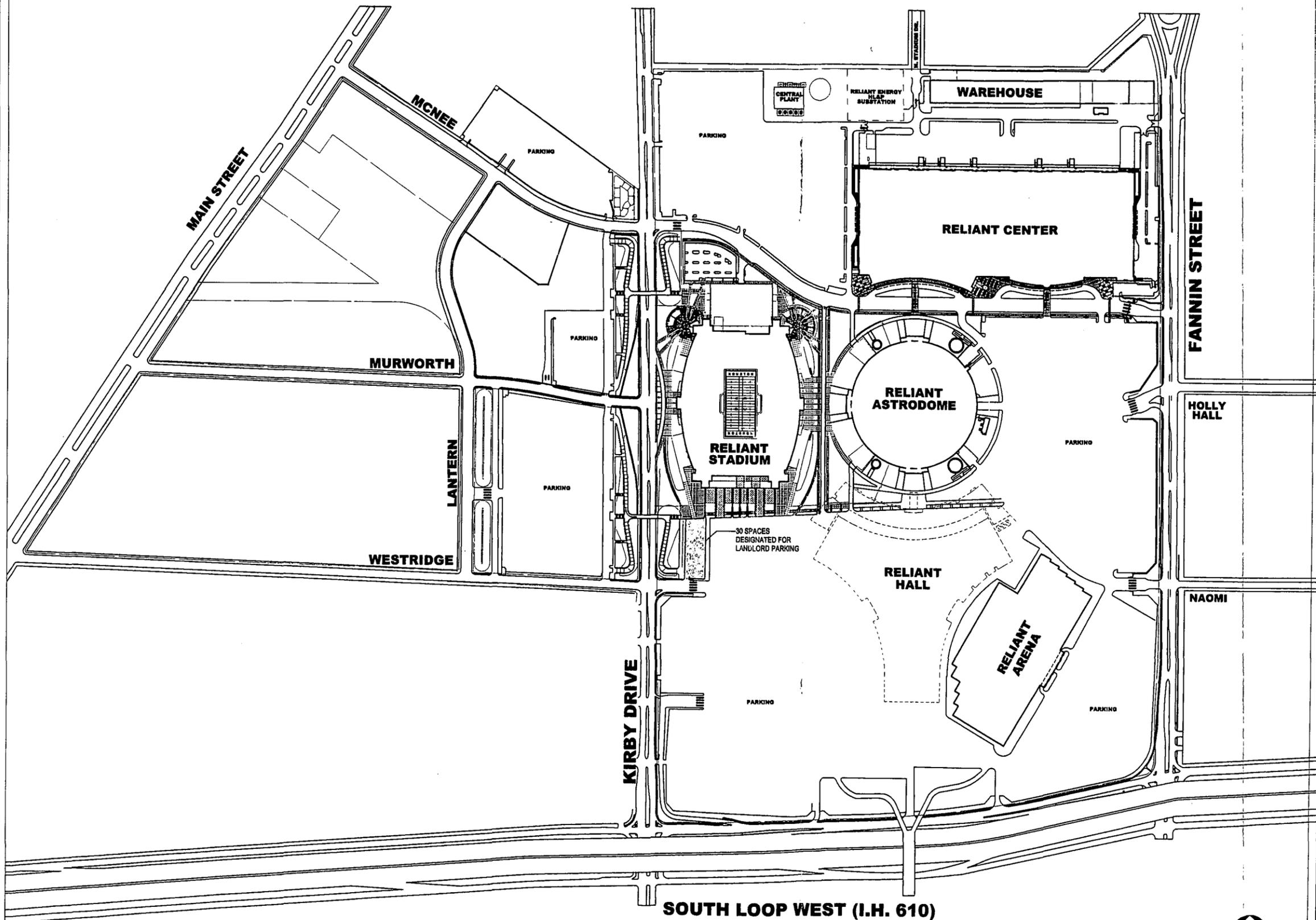


EXHIBIT A-14
TO
STADIUM LEASE

DEPICTION OF LANDLORD'S FACILITIES

[See Attached]

RELIANT PARK

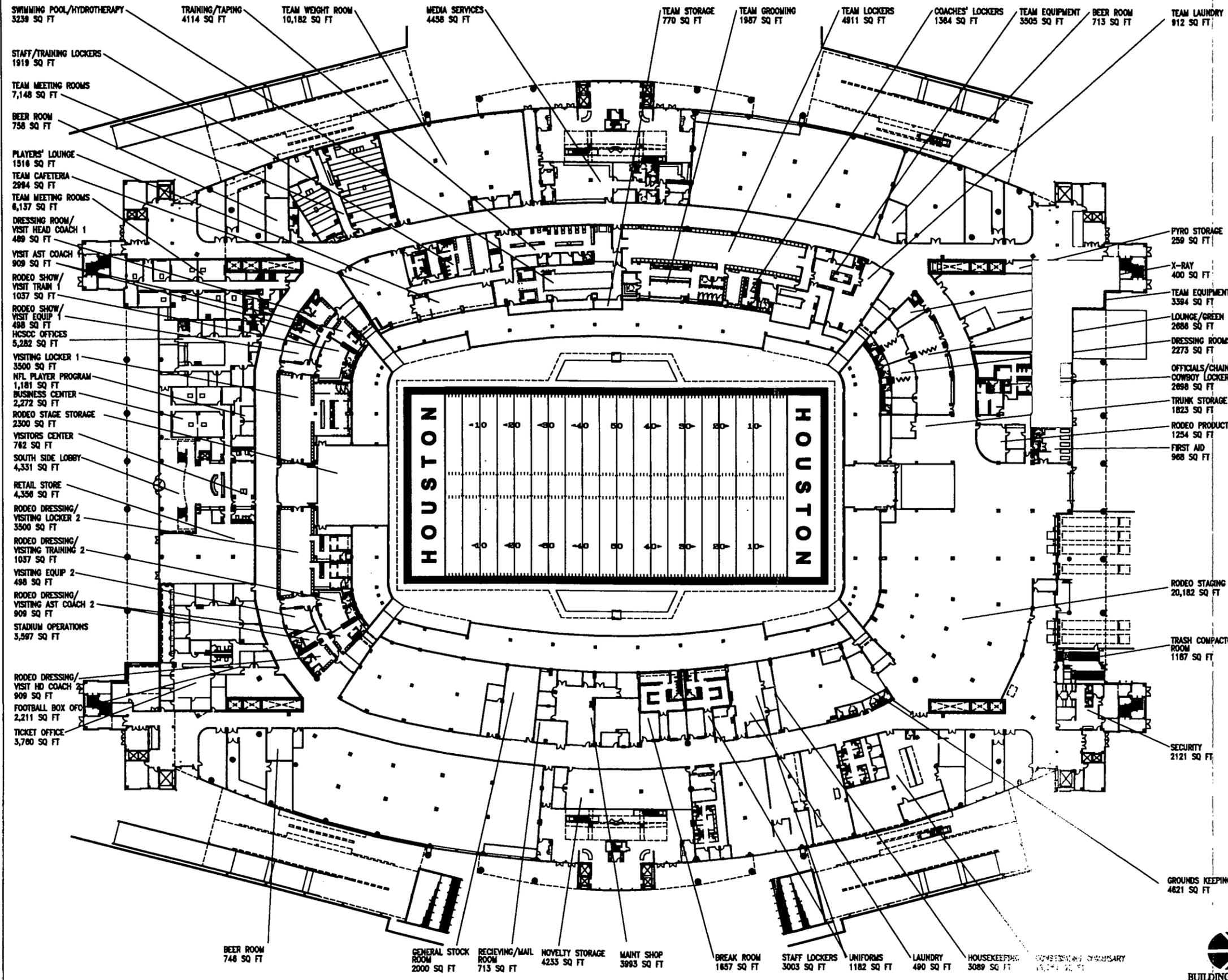
5/17/01

RODEO STADIUM LEASE
EXHIBIT A-14 (1)

DEPICTION OF
LANDLORD'S FACILITIES
@ SERVICE LEVEL



□ LANDLORD'S FACILITIES



SWIMMING POOL/HYDROTHERAPY
3238 SQ FT

TRAINING/TAPING
4114 SQ FT

TEAM WEIGHT ROOM
10,182 SQ FT

MEDIA SERVICES
4458 SQ FT

TEAM STORAGE
770 SQ FT

TEAM GROOMING
1987 SQ FT

TEAM LOCKERS
4811 SQ FT

COACHES' LOCKERS
1364 SQ FT

TEAM EQUIPMENT
3505 SQ FT

BEER ROOM
713 SQ FT

TEAM LAUNDRY
812 SQ FT

STAFF/TRAINING LOCKERS
1919 SQ FT

TEAM MEETING ROOMS
7,148 SQ FT

BEER ROOM
758 SQ FT

PLAYERS' LOUNGE
1516 SQ FT

TEAM CAFETERIA
2984 SQ FT

TEAM MEETING ROOMS
6,137 SQ FT

DRESSING ROOM/
VISIT HEAD COACH 1
489 SQ FT

VISIT AST COACH
909 SQ FT

RODEO SHOW/
VISIT TEAM 1
1037 SQ FT

RODEO SHOW/
VISIT EQUIP 1
498 SQ FT

HSCCC OFFICES
5,282 SQ FT

VISITING LOCKER 1
3500 SQ FT

NFL PLAYER PROGRAM
1,181 SQ FT

BUSINESS CENTER
2,272 SQ FT

RODEO STAGE STORAGE
2300 SQ FT

VISITORS CENTER
762 SQ FT

SOUTH SIDE LOBBY
4,331 SQ FT

RETAIL STORE
4,356 SQ FT

RODEO DRESSING/
VISITING LOCKER 2
3500 SQ FT

RODEO DRESSING/
VISITING TRAINING 2
1037 SQ FT

VISITING EQUIP 2
498 SQ FT

RODEO DRESSING/
VISITING AST COACH 2
909 SQ FT

STADIUM OPERATIONS
3,597 SQ FT

RODEO DRESSING/
VISIT HD COACH 2
909 SQ FT

FOOTBALL BOX OFFICE
2,211 SQ FT

TICKET OFFICE
3,780 SQ FT

PYRO STORAGE
258 SQ FT

X-RAY
400 SQ FT

TEAM EQUIPMENT
3394 SQ FT

LOUNGE/GREEN ROOM
2688 SQ FT

DRESSING ROOMS
2273 SQ FT

OFFICIALS/CHAIN CREW/
COWBOY LOCKERS
2698 SQ FT

TRUNK STORAGE
1823 SQ FT

RODEO PRODUCTION OFFICES
1254 SQ FT

FIRST AID
968 SQ FT

RODEO STAGING
20,182 SQ FT

TRASH COMPACTOR
ROOM
1187 SQ FT

SECURITY
2121 SQ FT

BEER ROOM
748 SQ FT

GENERAL STOCK
ROOM
2000 SQ FT

RECEIVING/MAIL
ROOM
713 SQ FT

NOVELTY STORAGE
4233 SQ FT

MAINT SHOP
3983 SQ FT

BREAK ROOM
1857 SQ FT

STAFF LOCKERS
3003 SQ FT

UNIFORMS
1182 SQ FT

LAUNDRY
490 SQ FT

HOUSEKEEPING
3089 SQ FT

CONVENTION/RECREATION
15,147 SQ FT



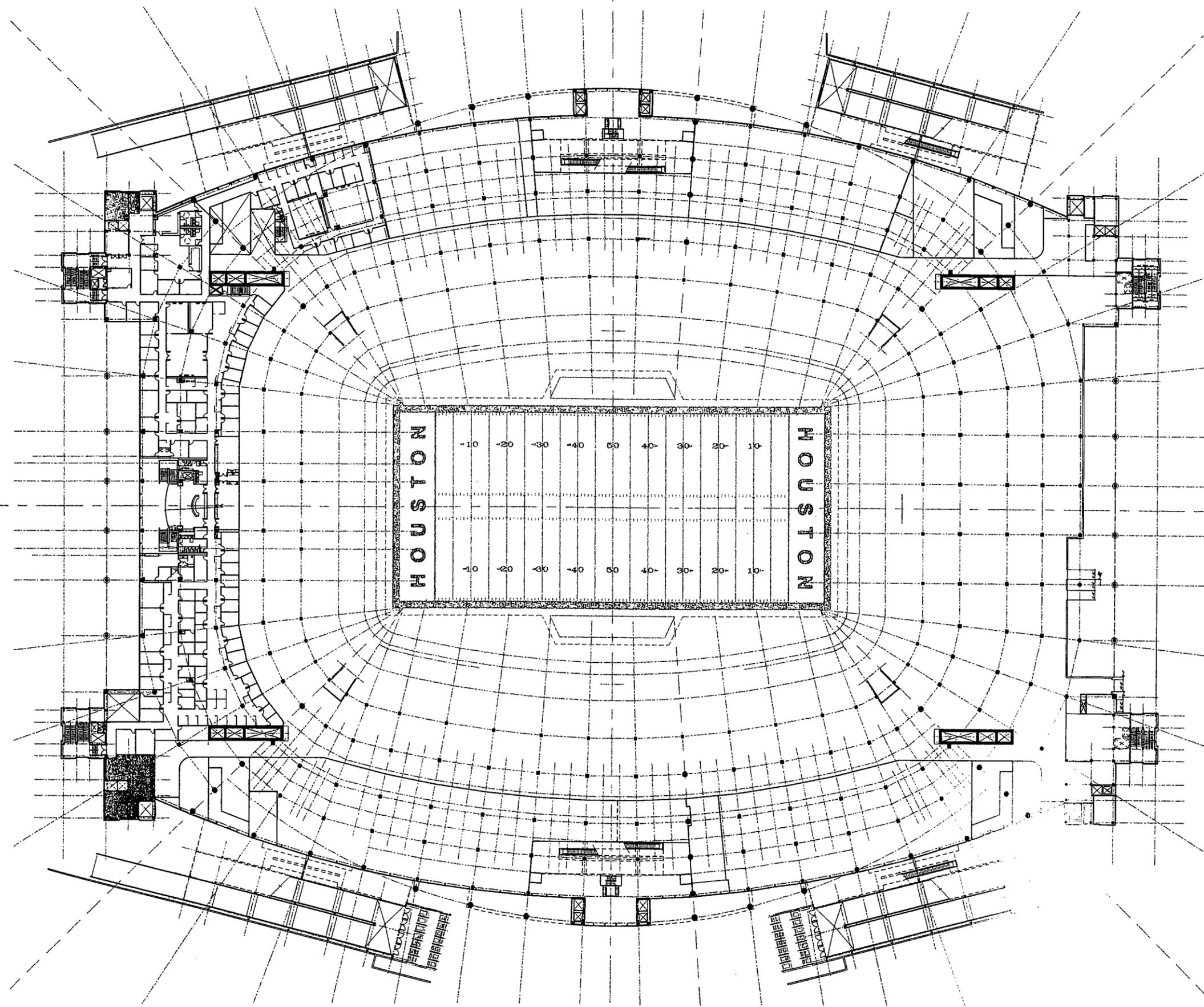
RELIANT STADIUM

5/17/01

RODEO STADIUM
LEASE EXHIBIT

A-14(2)

DEPICTION OF
LANDLORD'S FACILITIES
@ MEZZANINE LEVEL



LANDLORD'S FACILITIES



RELIANT PARK

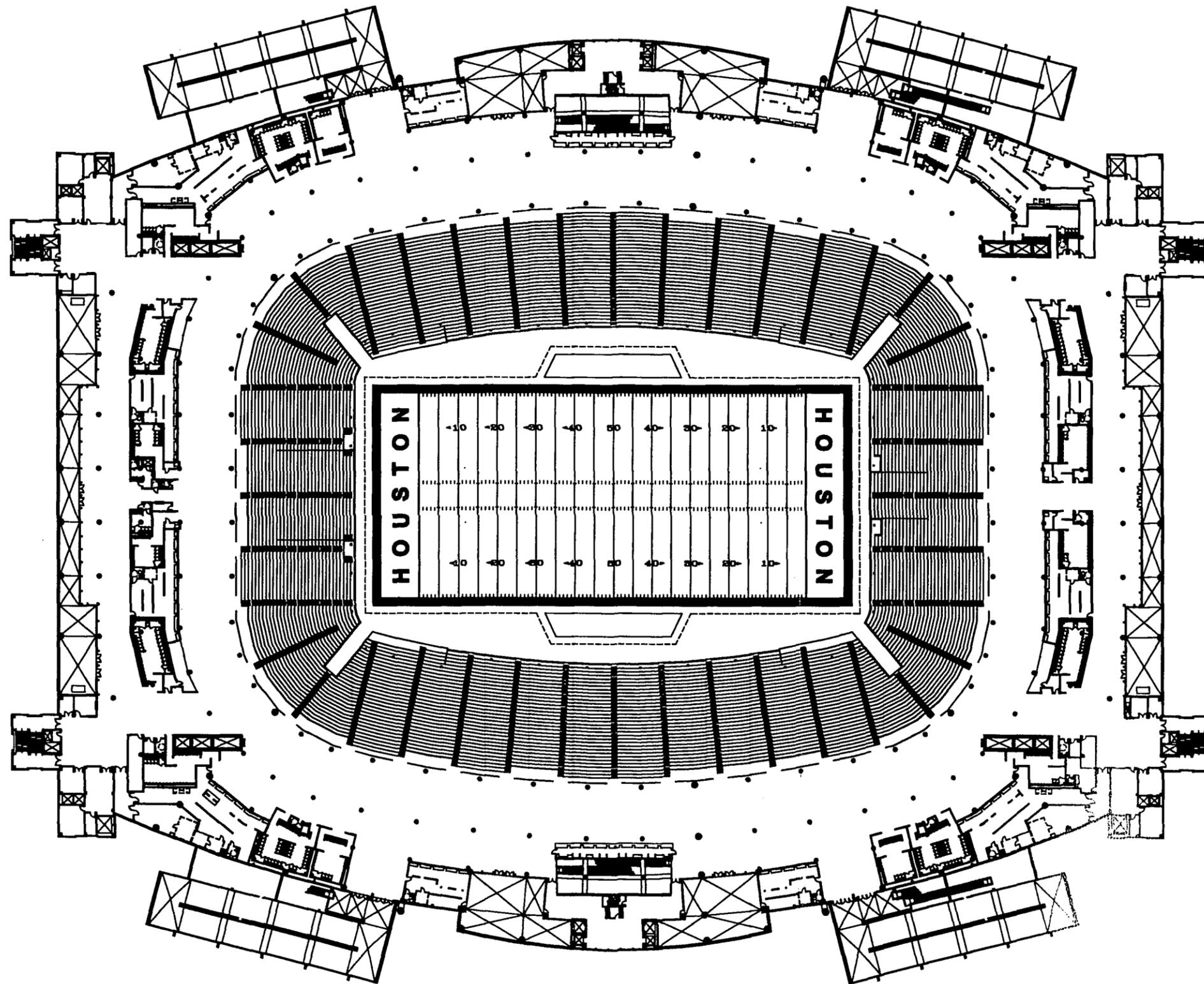
5/17/01

RODEO STADIUM LEASE
EXHIBIT A-14 (3)

DEPICTION OF
LANDLORD'S FACILITIES
@ MAIN CONCOURSE



□ LANDLORD'S FACILITIES

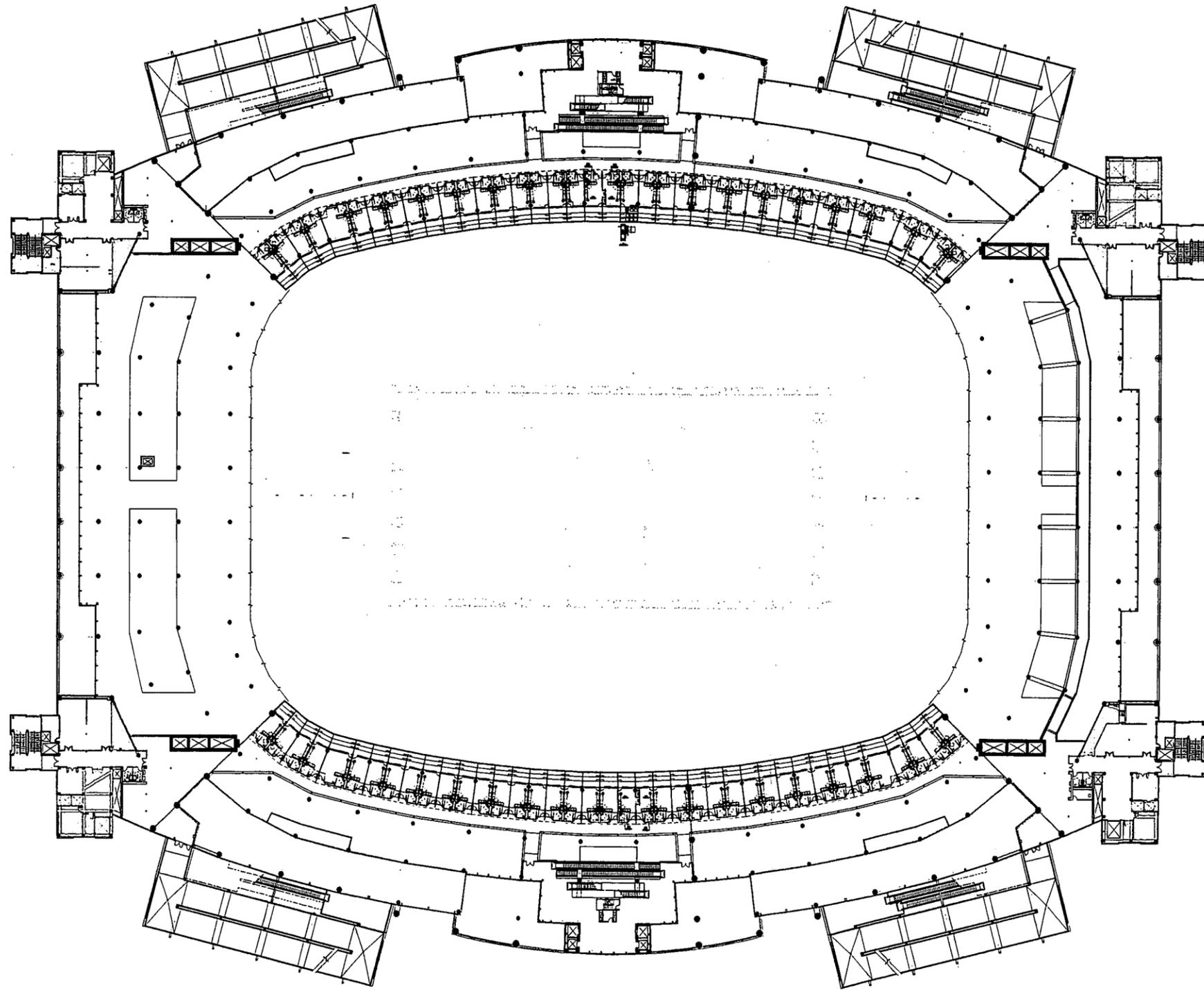


RELIANT STADIUM

5/17/01

RODEO STADIUM LEASE
EXHIBIT A-14(4)

DEPICTION OF
LANDLORD'S FACILITIES
@ LOWER SUITE LEVEL



LANDLORD'S FACILITIES

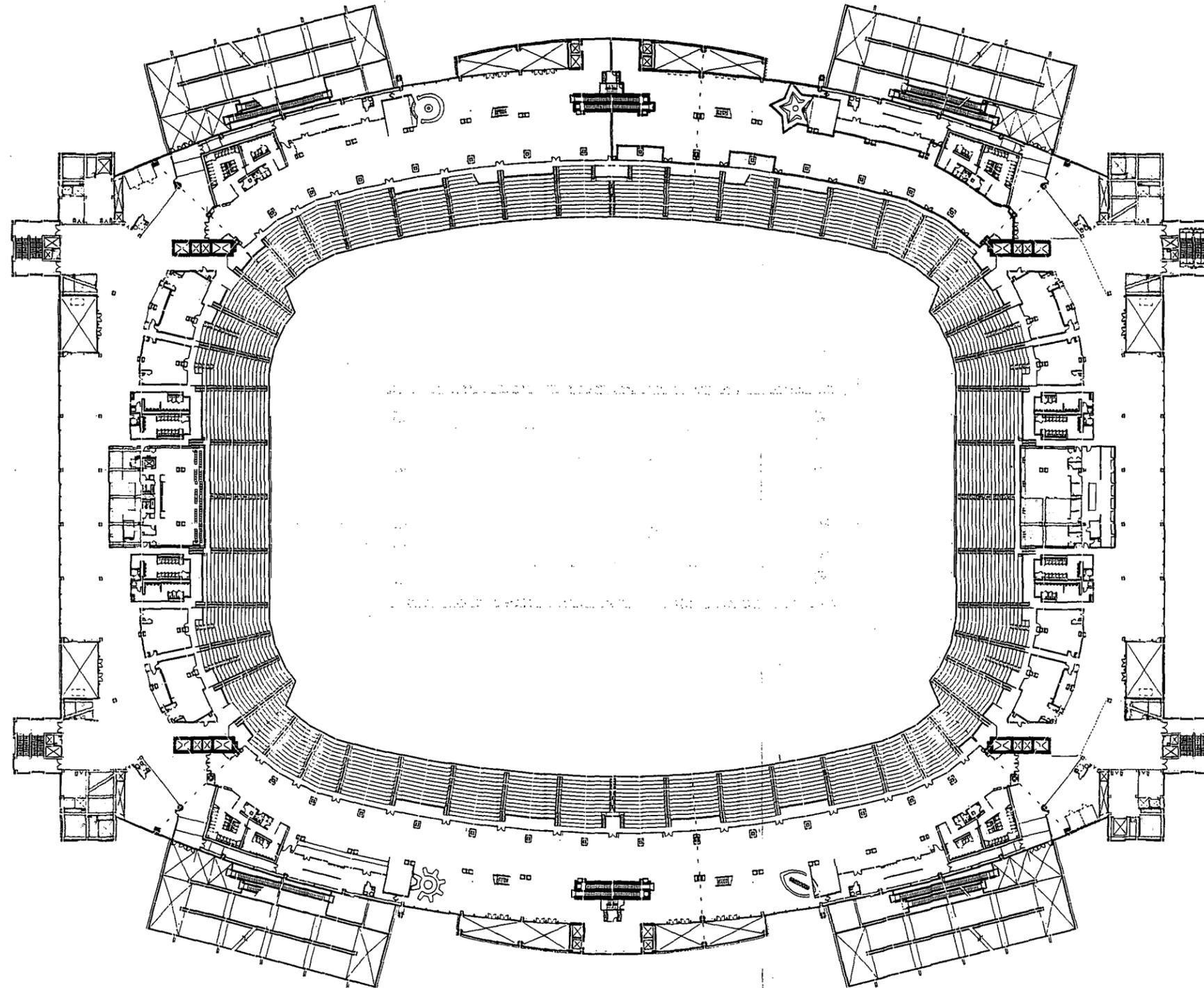


RELIANT STADIUM

5/17/01

RODEO STADIUM LEASE
EXHIBIT A-14(5)

DEPICTION OF
LANDLORD'S FACILITIES
@ CLUB LEVEL



LANDLORD'S FACILITIES

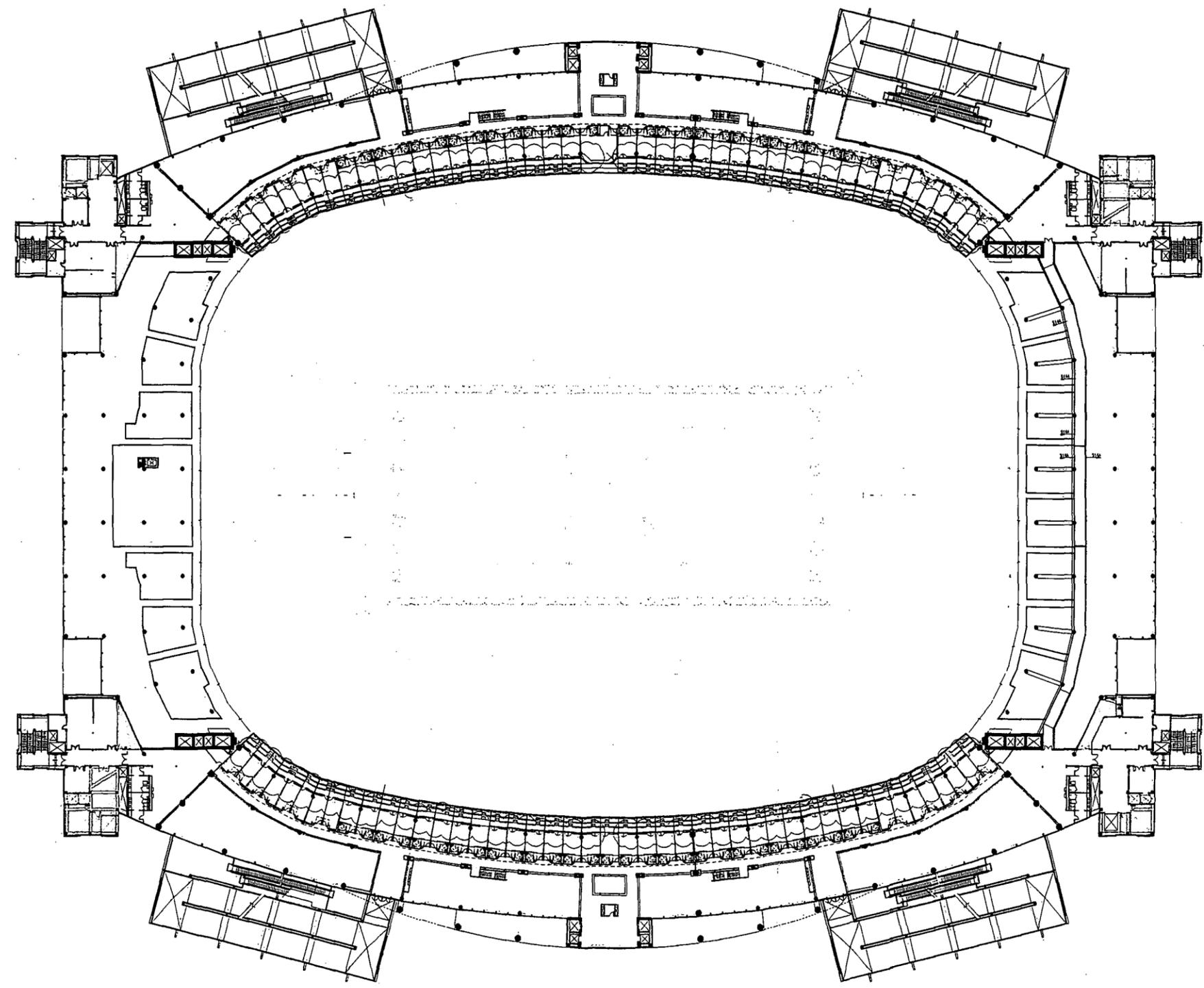


RELIANT STADIUM

5/17/01

RODEO STADIUM LEASE
EXHIBIT A-14(6)

DEPICTION OF
LANDLORD'S FACILITIES
@ UPPER SUITE LEVEL



 LANDLORD'S FACILITIES



RELIANT PARK

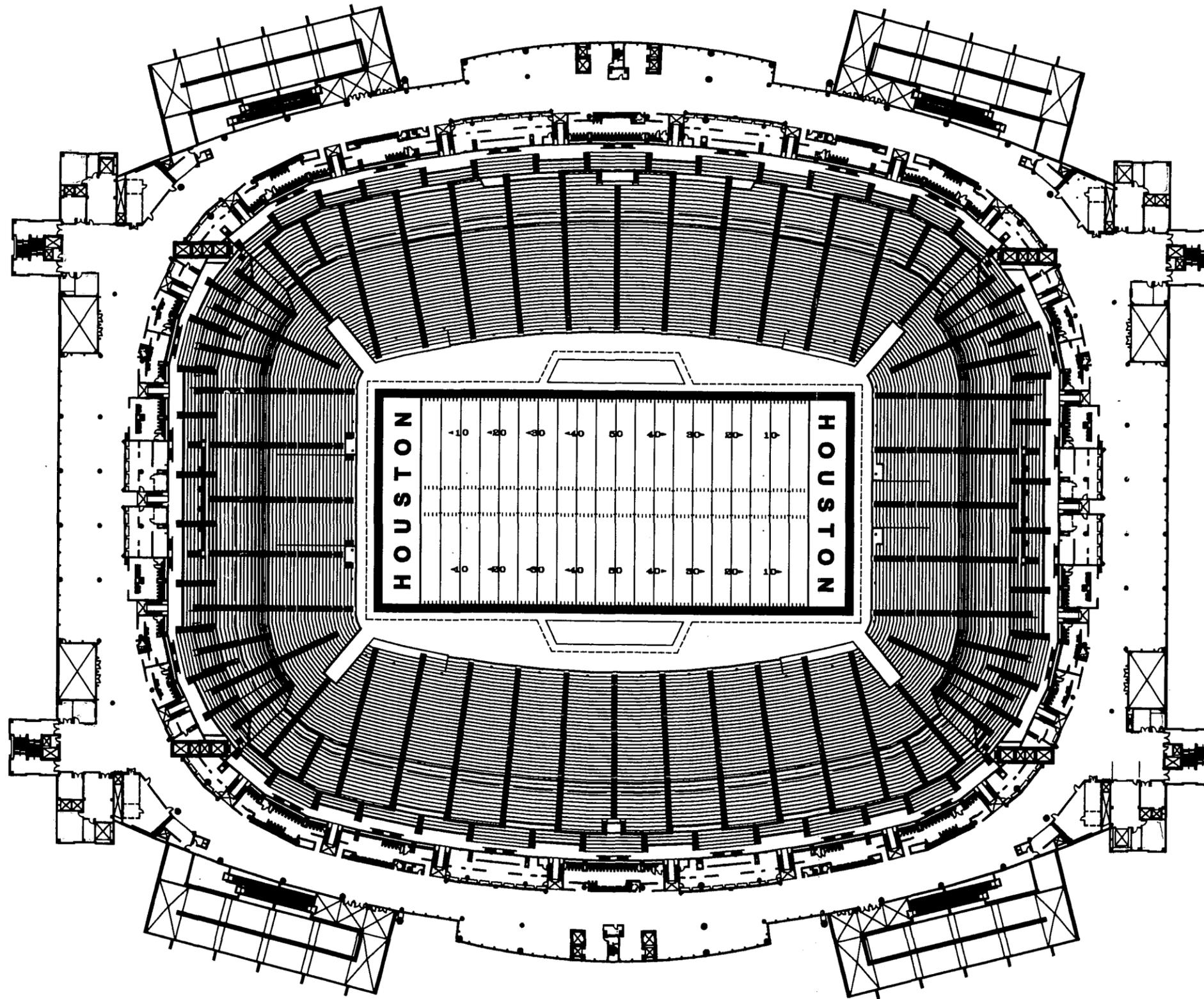
5/17/01

RODEO STADIUM LEASE
EXHIBIT A-14 (7)

DEPICTION OF
LANDLORD'S FACILITIES
@ UPPER
CONCOURSE LEVEL



 LANDLORD'S FACILITIES



RELIANT STADIUM

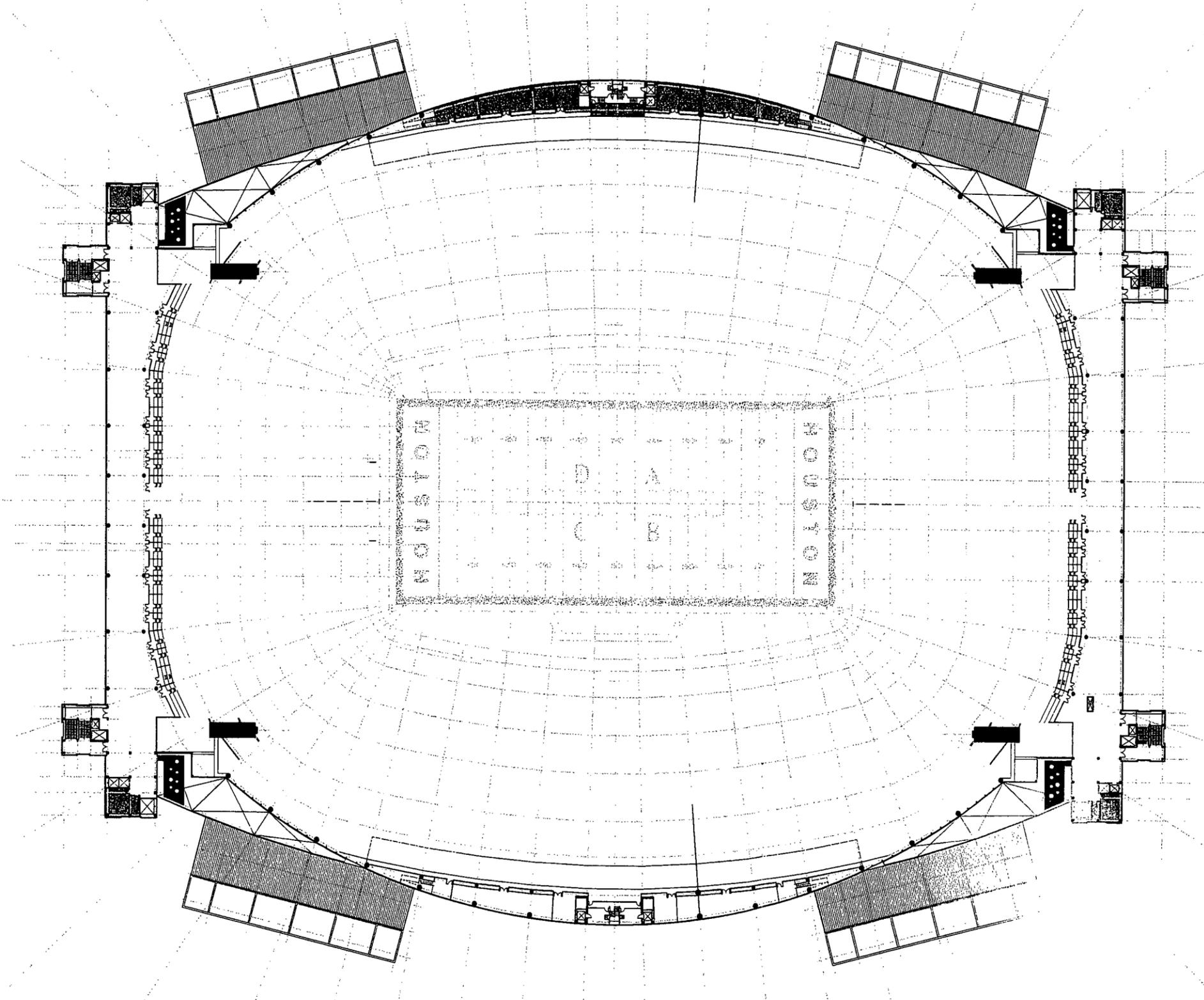
5/17/01



Herman Reed Architects
Landscape, Architecture & Interiors, Inc.

RODEO STADIUM LEASE
EXHIBIT A-14(8)

DEPICTION OF
LANDLORD'S FACILITIES
@ MECHANICAL LEVEL



 LANDLORD'S FACILITIES



RELIANT STADIUM

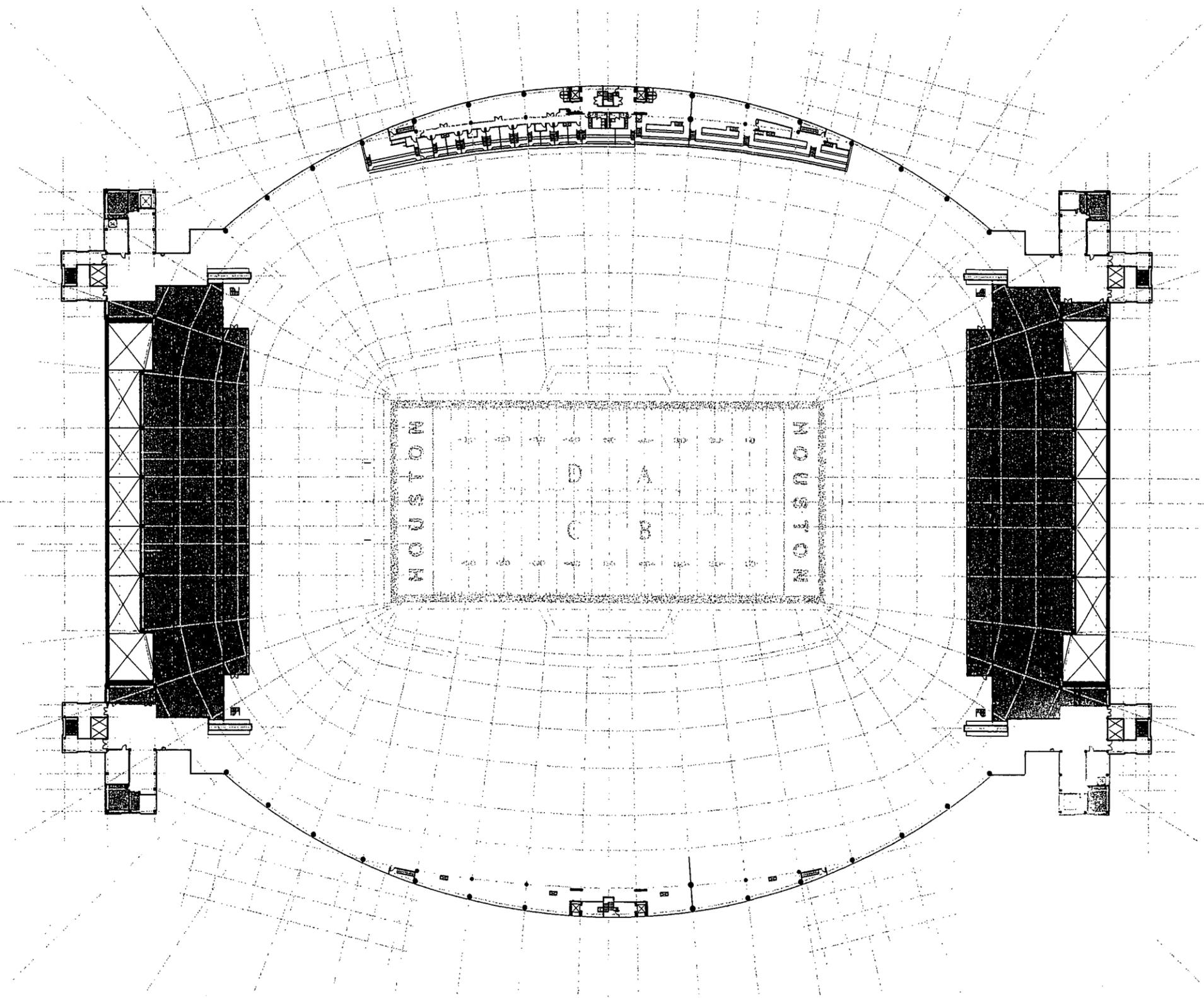
5/17/01

RODEO STADIUM LEASE
EXHIBIT A-14(9)

DEPICTION OF
LANDLORD'S FACILITIES
@ PRESS LEVEL



Herman Reed Architects
Landscape Architects & Planners, Inc.



 LANDLORD'S FACILITIES



EXHIBIT B
TO
STADIUM LEASE

PERMITTED ENCUMBRANCES

1. An unobstructed easement 10 feet wide along a portion of the north property line, the location of which is shown on Houston Lighting & Power Company Sketch No. AR-14810-H attached to and made a part of instrument granting same, and an unobstructed aerial easement 5 feet wide from a plane 20 feet above the ground upward located south of and adjoining said 10 foot wide easement, as granted to Houston Lighting & Power Company by instrument dated February 9, 1962, recorded in Volume 4660, Page 450 of the Deed Records of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
2. An unobstructed easement 10 feet wide, the location of which is shown on Houston Lighting & Power Company Sketch No. AR-14810-H attached to and made a part of instrument granting same, as granted to Houston Lighting & Power Company by instrument dated February 9, 1962, recorded in Volume 4660, Page 450 of the Deed Records of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
3. An unobstructed easement 16 feet wide and 26 feet long for a ground type substation with the right to fence same, the location of which is shown on Houston Lighting & Power Company Sketch No. AR-14810-H attached to and made a part of instrument granting same, as granted to Houston Lighting & Power Company by instrument dated February 9, 1962, recorded in Volume 4660, Page 450 of the Deed Records of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
4. An unobstructed easement 20 feet wide, the location of which is shown on Houston Lighting & Power Company Sketch No. AR-16285-H attached to and made a part of instrument granting same, and an unobstructed aerial easement from a plane 20 feet above the ground upward, the center line of which coincides with the center line of said 20 foot wide easement, a portion of said aerial easement being 50 feet wide and a portion being 75 feet wide, as shown on said Sketch, as granted to Houston Lighting & Power Company by instrument dated January 29, 1964, recorded in Volume 5433, Page 484 of the Deed Records of Harris County, Texas. Affected by Partial Release of Easement filed for record under Clerk's File No. N663464 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
5. An unobstructed easement containing 14,125 square feet for a substation site, the location of which is shown on Houston Lighting & Power Company Sketch No. AR-16285-H revised January 25, 1964, as granted to Houston Lighting & Power Company by instrument dated

January 29, 1964, recorded in Volume 5433, Page 484 of the Deed Records of Harris County, Texas. Affected by Partial Release of Easement filed for record under Clerk's File No. N663464 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]

6. Use of private roadways for ingress and egress granted to Houston Lighting & Power Company by instrument dated January 29, 1964, recorded in Volume 5433, Page 484 of the Deed Records of Harris County, Texas. Affected by Partial Release of Easement filed for record under Clerk's File No. N663464 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
7. An unobstructed easement containing 0.082 acres of land for the enlargement of existing substation site, the location of which is shown on Houston Lighting & Power Company Sketch No. A-23233 attached to and made a part of instrument granting same with right to enclose said easement with a suitable fence, also unobstructed aerial easements from a plane 20 feet above the ground upward, the locations of which are shown on said Sketch, as granted to Houston Lighting & Power Company by instrument dated October 8, 1970, recorded in Volume 8191, Page 349 of the Deed Records of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
8. An unobstructed easement containing 0.004 acres of land for the enlargement of existing substation site, the location of which is shown on Houston Lighting & Power Company Sketch No. A-23233 dated April 27, 1970, revised December 18, 1970, attached to and made a part of instrument granting same, as granted to Houston Lighting & Power Company by instrument dated March 1, 1971, recorded in Volume 8357, Page 483 of the Deed Records of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
9. An unobstructed aerial easement 20 feet wide from a plane 15 feet above the ground upward, the location of which is shown on Houston Lighting & Power Company Sketch No. 75-0028 attached to and made a part of instrument granting same, as granted to Houston Lighting & Power Company by instrument dated June 16, 1975, filed for record July 10, 1975 under Clerk's File No. E481570 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
10. An unobstructed easement for installation operation and maintenance of electrical lines and facilities, granted to Reliant Energy Houston Lighting and Power Company, a Division of Houston Industrial Inc., dated March 9, 1999, filed for record under County Clerk's File Nos. T677491, T677492 and T677490 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
11. An Aerial easement for installation operation and maintenance of electrical lines and facilities, granted to Reliant Energy Houston Lighting and Power Company, a Division of Houston Industrial Inc., dated March 9, 1999, filed for record under County Clerk's File

Nos. T677493 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]

12. Stadium Substation Access Easement dated December 23, 1991, filed for record May 11, 1992 under Clerk's File No. N663463 of the Official Public Records of Real Property of Harris County, Texas, executed by Harris County to Houston Lighting & Power Company for easement containing 0.018 acres of land described by metes and bounds in said instrument. [AS TO THE ASTRODOMAIN PROPER ONLY.]
13. Easement for sanitary sewer purposes as set out in Dedication dated May 16, 2000, filed for record under County Clerk's File No. U403233 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
14. Easement for the installation, operation and maintenance of electrical lines and facilities granted to Reliant Energy HL&P dated March 6, 2001, filed for record under County Clerk File Nos. U922275 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
15. Easement for the installation, operation, and maintenance of electrical liens and facilities granted to Reliant Energy HL&P dated March 6, 2001, filed for record under County Clerk's File Nos. U922277 of the Official Public Records of Real Property of Harris County, Texas. [AS TO THE ASTRODOMAIN PROPER ONLY.]
16. An easement 10 feet wide along the most easterly and most westerly portions of the south property line for sanitary sewer and storm sewer purposes, granted to the City of Houston as reflected by instrument dated December 30, 1977 filed for record under Clerk's File No. F456058 of the Official Public Records of Real Property of Harris County, Texas. [AS TO PORTION OF LANDLORD'S LAND BOUNDED BY KIRBY DRIVE, MURWORTH DRIVE, LANTERN POINT AND WESTRIDGE STREET ONLY.]
17. An easement 10 feet wide along the south property line for sanitary sewer purposes granted to the City of Houston as reflected by instrument dated December 30, 1977 filed for record under Clerk's File No. F 456058 of the Official Public Records of Real Property of Harris County, Texas. [AS TO TRACT FOUR AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS UNDER CLERK'S FILE NO. R028450 ONLY.]
18. An easement 15 feet wide along the east property line and portions of the north and south property lines for sanitary sewer purposes granted to the City of Houston as reflected by instrument dated January 29, 1987 filed for record under Clerk's File No. K 949831 of the Official Public Records of Real Property of Harris County, Texas. [AS TO PORTION OF LANDLORD'S LAND BOUNDED BY KIRBY DRIVE, MURWORTH DRIVE, LANTERN POINT AND WESTRIDGE STREET ONLY.]

19. An easement 15 feet wide along the west property line and along a portion of the south property lines for sanitary sewer purposes granted to the City of Houston as reflected by instrument dated January 29, 1987 filed for record under Clerk's File No. K949831 of the Official Public Records of Real Property of Harris County, Texas. Affected by Consent to Encroachment over City Easement filed for record under Clerk's File No. T660715 of the Official Public Records of Real Property of Harris County, Texas. [AS TO PORTION OF LANDLORD'S LAND BOUNDED BY KIRBY DRIVE, MURWORTH DRIVE, LANTERN POINT AND MCNEE STREET ONLY.]
20. An easement and right-of-way across the south 487.61 feet of subject property granted to St. Catherine's Montessori, Inc. by instrument dated February 2, 1989 filed for record under Clerk's File No. M 054096 of the Official Public Records of Real Property of Harris County, Texas. [AS TO TRACT FOUR DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS UNDER CLERK'S FILE NO. R028450 ONLY.]
21. Ordinance No. 62-646 of the City of Houston establishing building lines along Kirby Drive, a certified copy of said Ordinance being recorded in Volume 4731, Page 607 of the Deed Records of Harris County, Texas.
22. Building set back line located 20 feet west of and parallel to the west property line of Kirby Drive, as set forth in the instrument recorded in Volume 4607 Page 345 of the Deed Records of Harris County, Texas.
23. Sublease dated September 11, 1980 by and between Houston Sports Association, Inc. and Astrodome-Astrophall Stadium Corporation, as Landlord, and Harry M. Stevens, Inc., as Tenant (to which ARAMARK Corporation succeeded as Tenant) as evidenced by a Memorandum of Lease dated September 11, 1980, filed for record March 25, 1981 under Clerk's File No. G909293, Real Property Records of Harris County, Texas; Sublease and Concession Agreement dated March 2, 1990, by and between Houston Sports Association, Inc. (HSA) and Astrodome-Astrophall Stadium Corporation, as Landlord, and Harry M. Stevens, Inc., as Tenant (to which ARAMARK Corporation succeeded as Tenant) as evidenced by Memorandum of Lease dated March 2, 1990, filed for record March 12, 1990, under Clerk's File No. M546173, Real Property Records of Harris County, Texas.
24. Terms, provisions and conditions of that certain Parking Area Sublease dated May 16, 1975, by and between Astrodome-Astrophall Stadium Corporation, as Lessor, and Astropark, Inc., as Lessee, as evidenced by a Memorandum of Sublease dated May 16, 1975, filed for record May 24, 1975, under Clerk's File No. E 902086, Real Property Records of Harris County, Texas, as amended by First Amendment to Parking Area Sublease dated November 3, 1978, as evidenced by a Memorandum of Amendment to Sublease dated November 2, 1978, filed for record November 20, 1978, under Clerk's File No. F 862516 Real Property Records of Harris County, Texas; *provided, however*, that (i) this Permitted Encumbrance shall not affect Tenant's rights or Landlord's obligations under Section 2.5.4 of this Stadium Lease

except as provided therein and (ii) this encumbrance shall not be a Permitted Encumbrance from and after August 16, 2005 and for the remainder of the Lease Term. [AS TO THE ASTRODOMAIN PROPER ONLY.]

25. Deed Without Warranty from Houston Livestock Show and Rodeo, Inc. to Landlord dated May 17, 2001 and recorded under Harris County Clerk's File No. _____ in the Real Property Records of Harris County, Texas, and the restrictions contained therein. [AS TO THE RODEO LAND ONLY.]

26. Deed Without Warranty to be executed by Cedarcrest Property L.L.C. to Landlord to be recorded in the Real Property Records of Harris County, Texas, the form of which is shown as Exhibit "B-1" to the NFL Club Lease. [AS TO THE ADDITIONAL PARKING LAND BOUNDED BY MAIN STREET, MCNEE STREET, LANTERN POINT AND MURWORTH DRIVE AND DESCRIBED IN SUCH DEED ONLY.]

EXHIBIT C-1
TO
STADIUM LEASE

EVENT STAFFING AND ADDITIONAL STAFFING

Position*	May <u>NOT</u> be Provided By Tenant
Ushers	
Usher Supervisors	
Ticket Takers	
Ticket Taker Supervisors	
Ticket Sellers	
Ticket Seller Supervisors	
Will Call Personnel	
Will Call Supervisors	
Box Office Vault Managers	[X]
Event Staff/Peer Security/Crowd Management Attendants	
Event Staff/Peer Security/Crowd Management Attendant Supervisors	[X]
Door Guards	
Door Guard Supervisors	[X]
Police/Sheriffs/Constables/Law Enforcement Personnel (other than (i) areas on the Complex Grounds where Landlord derives revenues, including parking revenues, and (ii) 24 hour security personnel)	
Police/Sheriffs/Constables/Law Enforcement Supervisors (other than (i) areas on the Complex Grounds where Landlord derives revenues, including parking revenues, and (ii) 24 hour security personnel)	
Unarmed Uniformed Security Personnel (other than (i) areas on the Complex Grounds where Landlord derives revenues, including parking revenues, and (ii) 24 hour security personnel)	
Unarmed Uniformed Security Supervisors (other than (i) areas on the Complex Grounds where Landlord derives revenues, including parking revenues, and (ii) 24 hour security personnel)	
Unarmed Non-uniformed Security Personnel (other than (i) areas on the Complex Grounds where Landlord derives revenues, including parking revenues, and (ii) 24 hour security personnel)	
Unarmed Non-uniformed Security Supervisors (other than (i) areas on the Complex Grounds where Landlord derives revenues, including parking revenues, and (ii) 24 hour security personnel)	
Stagehand Personnel	
Stagehand Supervisors or Stewards	

Housekeeping Personnel
Housekeeping Supervisors
Post Event Housekeeping Personnel
Post Event Housekeeping Supervisors
Medical Personnel
Medical Supervisors
Electricians
Projectionists
Public Address Operators
Score Board/Video Board Operators
Spotlight Operators
Telecommunications and Video Production Personnel
Any Technical or Technical Support Supervisors
Maintenance Personnel [X]
Elevator Operators
Elevator Operator Supervisors
Elevator and Escalator Technicians [X]
Personnel Required by Governmental Rule (except Governmental Rule promulgated by County that is not of general applicability to all property owned or leased by Landlord, the County or any County Affiliate)

*None of these are paid for or reimbursed by Tenant if they are (a) Landlord Staffing as set forth on Exhibit C-2, (b) Additional Staffing for which Landlord pays in accordance with Section 6.1.2.2 of this Stadium Lease, or (c) not attributable to Tenant Events and Tenant Non-Events, and then Tenant shall pay or reimburse them only to the extent they are attributable to Tenant Events and Tenant Non-Events.

EXHIBIT C-2
TO
STADIUM LEASE

LANDLORD STAFFING

Assistant Box Office Managers
Box Office Receptionist
Box Office Managers
Customer Service Attendants
Customer Service Concierges Including Suites and Club Seats
Customer Service Supervisors
Engineering Supervisors
Engineers
Facility Marketing/Public Relations Staff
Facility Senior Management Staff
Facility Event Managers
Fire Department Personnel
Fire Department Personnel Supervisors
Groundskeepers and Playing Field Personnel
Maintenance Personnel Supervisors
Operations Supervisors
Parking Lot Cashiers
Parking Lot Housekeeping Attendants (Event and Post Event)
Parking Lot Housekeeping Supervisors (Event and Post Event)
Police/Sheriffs/Constables/Law Enforcement Personnel (including parking lot and traffic control)
Regular Facility Security/Non-Event Security
Roof Operators
Switchboard Operator
All personnel that would be regular staffing of the Leased Premises during any week (to be determined by mutual agreement between Landlord and Tenant and reviewed on an annual basis)

EXHIBIT D
TO
STADIUM LEASE

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 HLSR Stadium Lease Agreement dated _____, by and between Houston Livestock Show and Rodeo, Inc. ("**Rodeo**"), as Tenant, and Harris County Sports & Convention Corporation (the "**Corporation**"), as Landlord (the "**Stadium Lease**");
2. **The 2000 Amendment to Lease dated _____, by and between the Rodeo and the Corporation, and the Original Lease referred to therein (collectively, the "**Existing Rodeo Lease**");**
3. The Capital Repair Reserve Fund (as said term is defined in the Stadium Lease) and Insurance Fund (as said term is defined in the Stadium Lease [**and the Existing Rodeo Lease**]);
4. The Rodeo License Agreement dated _____ by and between the Rodeo, as Licensee, and the Corporation, as Licensor (the "**Rodeo License Agreement**");
5. The Project Agreement dated _____ by and among the Rodeo, Houston NFL Holdings, L.P. (the "**NFL Club**") and the Corporation (the "**Project Agreement**");
6. The Stadium Tri-Party Agreement dated _____ by and among the Rodeo the NFL Club and the Corporation (the "**Stadium Tri-Party Agreement**");
7. The HLSR Recognition, Non-Disturbance and Attornment Agreement dated _____ by and among the Corporation, the Rodeo and Harris County, Texas. (the "**Recognition Agreement**"); and
8. The Funding Agreement dated _____ by and among Harris County-Houston Sports Authority, the Corporation, the NFL Club and the Rodeo.

ACCEPTANCE AND ASSUMPTION

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

ASSIGNEE'S REPRESENTATIONS

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

- (a) Assignee is a [_____] duly formed, valid existing, and in good standing under the laws of [_____], with all necessary constituent power and authority to carry on its present business and to enter into this Assignment and Assumption Agreement and consummate the transactions herein contemplated;
- (b) Neither the execution and delivery of this Assignment and Assumption Agreement by Assignee nor the performance by the Assignee of its obligations hereunder or under the Stadium Lease, [**Existing Rodeo Lease,**] Stadium Tri-Party Agreement, Rodeo License Agreement, the Project Agreement, the Recognition Agreement or the Funding Agreement will (i) violate any statute, rule, regulation, judgment, order, decree, stipulation, injunction, charge, or other restriction of any Governmental Authority (as said term is defined in the 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.

Further, Assignor and Assignee hereby represent to the Corporation that as of the Effective Date, this Assignment and Assumption Agreement is to implement a Permitted Transfer as described in Section 15.2(a) of the Stadium Lease or a Transfer that has been approved in accordance with Section 15.1 of the Stadium Lease.

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

ASSIGNOR:

[_____]

By: _____

Name: _____

Title: _____

EXECUTED by Assignee as of the Effective Date.

ASSIGNEE:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT E
TO
STADIUM LEASE

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 17th day of May, 2001, by and between **HARRIS COUNTY SPORTS & CONVENTION CORPORATION**, a local government corporation organized under the laws of the State of Texas ("**Landlord**"), and **HOUSTON LIVESTOCK SHOW AND RODEO, INC.**, a Texas not-for-profit corporation ("**Tenant**").

RECITALS

A. Landlord and Tenant have entered into that certain HLSR Stadium Lease Agreement (the "**Stadium Lease**") dated effective as of May 17, 2001, pursuant to which Landlord leased to Tenant and Tenant leased from Landlord, among other property, the Leased Premises, including certain interests and rights in and to the land described on Exhibit "A" attached hereto and incorporated herein, on and subject to the terms and conditions of the Stadium Lease and the other Principal Project Documents.

B. Landlord and Tenant desire to execute this Memorandum to provide notice of Tenant's rights, titles and interest under the Stadium Lease and the other Principal Project Documents 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. Lease Term. Landlord has leased the Leased Premises to Tenant for a term commencing at 12:01 a.m. on the first day following the Substantial Completion Date and

acceptance of the Leased Premises by Tenant, or such later date as may be specified by Tenant in a written notice of exercise by Tenant of the Delay Option or Commencement Extension Option, and, unless (a) sooner terminated in accordance with the provisions of the Stadium Lease or (b) extended due to a Stub Period as described in Section 3.1 of the Stadium Lease, ending at 11:59 p.m. on the date that is thirty (30) years after the Commencement Date.

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.

[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:

**HARRIS COUNTY SPORTS &
CONVENTION CORPORATION**

By: _____
Name: _____
Title: _____

TENANT:

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

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on May _____, 2001 by Michael Surface, Chairman of Harris County Sports & Convention Corporation, a local government corporation organized under the laws of the State of Texas, on behalf of said corporation.

{SEAL}

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

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on May _____, 2001 by P. Michael Wells, President of Houston Livestock Show and Rodeo, Inc., a Texas not-for-profit corporation, on behalf of said corporation.

{SEAL}

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

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.