
PROJECT AGREEMENT

by and among

HARRIS COUNTY SPORTS & CONVENTION CORPORATION,
as HCSCC

HOUSTON NFL HOLDINGS, L.P.,
as Club

and

HOUSTON LIVESTOCK SHOW AND RODEO, INC.,
as Rodeo

The Harris County Stadium
Houston, Texas

TABLE OF CONTENTS

Page

ARTICLE 1	GENERAL TERMS	1
Section 1.1	Definitions and Usage.	1
ARTICLE 2	REPRESENTATIVES OF THE PARTIES	1
Section 2.1	Each Party's Representative.	1
ARTICLE 3	TERM	2
Section 3.1	Term.	2
ARTICLE 4	REPRESENTATIONS	2
Section 4.1	Representations Regarding Individual Capacity.	2
Section 4.2	Survival of Representations.....	5
ARTICLE 5	EQUIPMENT LEASES	5
Section 5.1	Rights of the Club and Rodeo Under Equipment Leases.	5
ARTICLE 6	PROJECT COSTS REIMBURSEMENT.....	5
Section 6.1	Club Pre-Development Project Cost Reimbursement.	5
Section 6.2	Rodeo Pre-Development Project Cost Reimbursement.	6
ARTICLE 7	EXCLUSIVE POSSESSION OF SITE; DEVELOPMENT WORK.....	6
Section 7.1	Exclusive Possession of Site.	6
Section 7.2	Development Work.....	6
ARTICLE 8	SCOPE OF DEVELOPMENT	6
Section 8.1	Project Improvements.....	6
Section 8.2	Completion Dates and Project Improvements Completion Schedule.	7
Section 8.3	Liquidated and Other Delay Damages Construction Agreements.....	8
Section 8.4	Hazardous Materials.	9
Section 8.5	Record Drawings and Other Documents.	9
Section 8.6	Warranty Claims.....	9
Section 8.7	Mechanic's Liens and Claims.	10
Section 8.8	Access to the Project.	10
Section 8.9	Construction Cooperation/Coordination.	12
Section 8.10	Construction Coordination with Rodeo Event.	13
Section 8.11	Apportionment of Liquidated Damages.	13
Section 8.12	Operation Prior to Agreed Grand Opening.	14
ARTICLE 9	CONCESSION BUILD OUT.....	14
ARTICLE 10	CERTAIN APPROVAL RIGHTS	14
Section 10.1	Intent of the Parties.....	14
Section 10.2	Approval of Project Submission Matters; Cooperation.....	15

TABLE OF CONTENTS (Continued)

	<u>Page</u>
Section 10.3	HCSCC's Right to Make Changes.16
Section 10.4	The Club and Rodeo's Right to Make Changes.17
Section 10.5	Payment for Certain Changes.17
Section 10.6	Further Approval with respect to VE Items and Additional Work.....18
ARTICLE 11	COST OVERRUNS19
Section 11.1	Cost Overruns.19
Section 11.2	Project Savings.19
Section 11.3	Payment of Cost Overruns.....19
ARTICLE 12	INSURANCE AND INDEMNITY MATTERS19
Section 12.1	Policies Required.19
Section 12.2	Failure of HCSCC to Maintain.....22
Section 12.3	Additional Policy Requirements.....22
Section 12.4	Indemnification.....23
ARTICLE 13	CASUALTY DAMAGE26
Section 13.1	Damage or Destruction.26
Section 13.2	Insurance Proceeds.26
ARTICLE 14	CONDEMNATION26
Section 14.1	Condemnation.....26
Section 14.2	Notice of Condemnation.....26
ARTICLE 15	DEFAULTS AND REMEDIES27
Section 15.1	Events of Default.27
Section 15.2	The Club and Rodeo's Remedies Against HCSCC.....31
Section 15.3	The Club and Rodeo's Remedies Against Each Other.....32
Section 15.4	HCSCC's Remedies.32
Section 15.5	Termination.33
Section 15.6	Cumulative Remedies.....34
Section 15.7	No Indirect Damages.34
Section 15.8	Declaratory or Injunctive Relief.34
Section 15.9	Interest on Overdue Obligations and Post-Judgment Interest.34
Section 15.10	Effect of Termination.35
Section 15.11	Consumer Rights.35
Section 15.12	No Waivers.35
ARTICLE 16	ASSIGNMENT36
Section 16.1	Assignments of the Club and Rodeo's Interest.36
Section 16.2	Release of the Club and Rodeo.....36
Section 16.3	Transfers by HCSCC.....36

TABLE OF CONTENTS
(Continued)

		<u>Page</u>
ARTICLE 17	FACILITY MORTGAGES; FEE MORTGAGES	37
Section 17.1	Facility Mortgages	37
ARTICLE 18	DISPUTE RESOLUTION.....	38
Section 18.1	Settlement By Mutual Agreement.	38
Section 18.2	Arbitration.	38
Section 18.3	Intervention; Consolidation.	38
Section 18.4	Emergency Relief.	39
ARTICLE 19	[INTENTIONALLY DELETED]	39
ARTICLE 20	GENERAL PROVISIONS	39
Section 20.1	Relationship of the Parties	39
Section 20.2	Covenants Running with the Estates in Land	39
Section 20.3	Certificates Regarding Project Documents.	40
Section 20.4	Waiver of Immunity.	40
Section 20.5	The Club and Rodeo's Contractors, Agents, and Employees.....	40
Section 20.6	Approvals and Consents; Standards for Review.	41
Section 20.7	No Implied Approval or Consent.	41
Section 20.8	Incorporation of Appendices, Schedules and Exhibits.....	41
Section 20.9	Existing Letter Agreement.	41
Section 20.10	Accounting Terms and Determinations.....	41
Section 20.11	Definitions.	41
Section 20.12	Survival.....	41
Section 20.13	Liabilities.....	42
Section 20.14	Notices.....	42
Section 20.15	Severability.....	42
Section 20.16	Entire Agreement; Amendment and Waiver.	43
Section 20.17	Table of Contents; Headings.	43
Section 20.18	Parties in Interest; Limitation on Rights of Others.....	43
Section 20.19	Method and Timing of Payment.....	44
Section 20.20	Rules as to Usage.....	44
Section 20.21	Counterparts.	45
Section 20.22	Governing Law.	45
Section 20.23	Court Proceedings.	45
Section 20.24	Time.....	46
Section 20.25	Interpretation and Reliance.....	46
Section 20.26	Attorneys' Fees.....	46
Section 20.27	Principal Project Documents.	47

APPENDICES:

APPENDIX A	Glossary of Defined Terms
APPENDIX B	Addresses for Payments and Notices/Description of Accounts
APPENDIX C	Arbitration Procedures
APPENDIX D	Insurance Plan Additional Requirements
APPENDIX E	Stadium Site
APPENDIX F	Clarifications to Project Plans

PROJECT AGREEMENT

This PROJECT AGREEMENT (this "Project Agreement") is made and entered into effective as of the 17th day of May, 2001 (the "Effective Date"), by and among HARRIS COUNTY SPORTS & CONVENTION CORPORATION, a local government corporation organized under the laws of the State of Texas ("HCSCC"), HOUSTON NFL HOLDINGS, L.P., a Delaware limited partnership (the "Club"), and HOUSTON LIVESTOCK SHOW AND RODEO, INC., a not-for-profit Texas corporation ("Rodeo"). HCSCC, the Club and Rodeo are collectively referred to herein as the "Parties" and are individually referred to herein sometimes as, a "Party."

RECITALS

A. The project known as The Harris County Stadium includes the design, development, construction and furnishing of a new multi-purpose, retractable roof, natural grass football stadium with related parking and infrastructure.

B. The Parties are executing and entering into this Project Agreement to set forth certain agreements between and among them with respect to such matters, including the terms, conditions and provisions pursuant to which HCSCC shall design, develop, construct, and furnish the Stadium and the related parking facilities and infrastructure for the lease and use thereof by the Club and Rodeo pursuant to their respective Lease Agreements.

AGREEMENTS

For and in consideration of the respective covenants and agreements as herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE 1. **GENERAL TERMS**

Section 1.1 Definitions and Usage. Unless the context otherwise requires, capitalized terms used in this Project Agreement shall have the meanings assigned to them in the Glossary of Defined Terms attached hereto as Appendix A. Rules of usage are set forth in Section 20.20.

ARTICLE 2. **REPRESENTATIVES OF THE PARTIES**

Section 2.1 Each Party's Representative. On or before thirty (30) days after the Effective Date, each Party shall designate an individual to be that Party's representative ("Representative") for purposes of taking action and providing and receiving notice hereunder. Each Party shall provide the other Parties with written notice of the identity of the individual so designated. Each Party shall have the right, from time to time, to change its Representative by giving the other Parties written notice thereof. With respect to any action, decision or determination which is to be taken or made by the Parties under this Project Agreement, each Party's Representative may take such action or make such decision or determination or shall

notify the other Parties in writing of the 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 each Party's Representative on behalf of the respective Party shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Project Agreement, in which case, actions taken by such Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by each Party's Representative shall be binding on the respective Party; provided, however, a Party's Representative shall not have any right to modify, amend or terminate this Project Agreement.

ARTICLE 3.

TERM

Section 3.1 Term. The term of this Project Agreement shall commence on the Effective Date and except as otherwise expressly provided herein shall expire on the Project Completion Date (the "Project Term"). Notwithstanding the expiration of the Project Term or the earlier termination of this Project Agreement, the obligations and rights of the Parties herein that expressly survive such termination or expiration shall survive such termination or expiration.

ARTICLE 4.

REPRESENTATIONS

Section 4.1 Representations Regarding Individual Capacity.

(a) **Power and Authority.** Each Party represents to the other Parties that the individual executing and delivering this Project Agreement on behalf of such Party has all requisite power and authority to execute and deliver the same and to bind such Party hereunder.

(b) **Club's Representations.** As an inducement to the other Parties to enter into this Project Agreement, the Club hereby represents and warrants to the other Parties, as of the Effective Date, as follows:

(i) The Club is a Delaware limited partnership, duly organized and validly existing under the laws of the State of Delaware, qualified to do business in the State of Texas, with all necessary power and authority to enter into this Project Agreement and to consummate the transactions herein contemplated.

(ii) Neither the execution and delivery of this Project Agreement by the Club nor the performance by the Club 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 the Club is subject or any provision of the limited partnership agreement of the Club 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 the Club is a party or by which the Club or its assets are bound.

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

(iv) This Project Agreement constitutes the valid and legally binding obligation of the Club, 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.

(v) To the best knowledge of the Club, there is no action, suit, claim, proceeding, or investigation pending or currently threatened against the Club that questions the validity of this Project Agreement or the transactions contemplated herein or that could individually or in the aggregate have a material adverse effect on the assets, condition, affairs, or properties of the Club, financially or otherwise.

(c) Rodeo's Representations. As an inducement to the other Parties to enter into this Project Agreement, Rodeo hereby represents and warrants to the other Parties, as of the Effective Date, as follows:

(i) Rodeo is a Texas not-for-profit corporation, duly formed, validly existing and in good standing under the laws of the State of Texas, with all necessary corporate power and authority to enter into this Project Agreement and to consummate the transactions herein contemplated.

(ii) Neither the execution and delivery of this Project Agreement by Rodeo nor the performance by Rodeo 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 Rodeo is subject or any provision of the articles of incorporation or by-laws of Rodeo 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 Rodeo is a party or by which Rodeo or its assets are bound.

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

(iv) This Project Agreement constitutes the valid and legally binding obligation of Rodeo, 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.

(v) To the best knowledge of Rodeo, there is no action, suit, claim, proceeding, or investigation pending or currently threatened against Rodeo that questions the validity of this Project Agreement or the transactions contemplated herein or that could individually or in the aggregate have a material adverse effect on the assets, condition, affairs, or properties of Rodeo, financially or otherwise.

(d) HCSCC's Representations. As an inducement to the other Parties to enter into this Project Agreement, HCSCC represents and warrants to the other Parties, as of the Effective Date, as follows:

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

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

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

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

(v) The Stadium has been and will continue to be designated by the Sports Authority as a Venue Project.

Section 4.2 Survival of Representations. The representations of each Party set forth in this Article 4 shall survive the execution of this Project Agreement and the Project Completion Date and shall not be merged into the Principal Project Documents.

ARTICLE 5.

EQUIPMENT LEASES

Section 5.1 Rights of the Club and Rodeo Under Equipment Leases. The Club and Rodeo shall have those rights, if any, with regard to the Equipment Leases as are set forth in the other Principal Project Documents. HCSCC shall not enter into any Equipment Leases for equipment included in the Design Criteria in lieu of holding title to and paying for such equipment except as provided in the Stadium Tri-Party Agreement.

ARTICLE 6.

PROJECT COSTS REIMBURSEMENT

Section 6.1 Club Pre-Development Project Cost Reimbursement. As reimbursement for amounts paid by the Club for architectural, engineering, consulting and related fees for services performed in the design of the Project prior to the Effective Date,

HCSCC shall pay the Club, so long as no Club Default has occurred and is continuing (if a Club Default is continuing as of the date such payment would otherwise be due but is subsequently cured and this Project Agreement has not been terminated due to the default of the Club, such payment shall be made to the Club upon such cure), an amount as set forth in the Funding Agreement. The Club agrees that HCSCC and the Sports Authority have no obligation to otherwise reimburse the Club for amounts paid by the Club for architectural, engineering, construction, consulting and related fees for services performed in the design of the Project (except as expressly provided herein and the Funding Agreement).

Section 6.2 Rodeo Pre-Development Project Cost Reimbursement. As reimbursement for amounts paid by Rodeo for architectural, engineering, consulting and related fees for services performed in the design of the Project prior to the Effective Date, HCSCC shall pay Rodeo, so long as no Rodeo Default has occurred and is continuing (if a Rodeo Default is continuing as of the date such payment would otherwise be due but is subsequently cured and this Project Agreement has not been terminated due to the default of Rodeo, such payment shall be made to Rodeo upon such cure), an amount as set forth in the Funding Agreement. Rodeo agrees that HCSCC and the Sports Authority have no obligation to otherwise reimburse Rodeo for amounts paid by Rodeo for architectural, engineering, construction, consulting and related fees for services performed in the design of the Project (except as expressly provided herein and the Funding Agreement).

ARTICLE 7.

EXCLUSIVE POSSESSION OF SITE; DEVELOPMENT WORK

Section 7.1 Exclusive Possession of Site. HCSCC represents and warrants that as of the date hereof HCSCC is the owner of a leasehold estate in the Astrodomain Complex pursuant to the Prime Lease and has the right to use and possession thereof as set out therein for a term as set out in the Prime Lease.

Section 7.2 Development Work. HCSCC covenants that it shall, at its cost, cause the Development Work to be completed so as to avoid any delay in the progress of the remainder of the Project Improvements Work. The cost of the Development Work is not included in the Project Budget.

ARTICLE 8.

SCOPE OF DEVELOPMENT

Section 8.1 Project Improvements. HCSCC shall, at its sole cost and expense (except as otherwise provided in this Project Agreement), perform or cause the performance of the Stadium Project Improvements Work in accordance with and subject to the terms of this Project Agreement, and HCSCC shall promptly and faithfully cause the Project Improvements Work to be performed under the Construction Agreements by each Person thereto in accordance with the terms and provisions thereof and keep and perform all of the covenants and conditions contained in the Construction Agreements to be kept and performed by HCSCC; provided, however (i) nothing in this sentence shall affect or impair the rights of the Club and Rodeo under

Section 8.2, (ii) HCSCC shall not be in breach of its obligations in this sentence if its failure to so keep and perform is caused by the failure of the Club or Rodeo (or their respective agents, contractors or Space Tenants) to perform their respective obligations under this Project Agreement, and (iii) so long as HCSCC is using good faith, diligent efforts to achieve Substantial Completion of the Project Improvements Work, HCSCC's liability related to any failure with respect to achieving the schedule of the Project, including without limitation achieving Substantial Completion of the Project Improvements Work by the Required Date for Substantial Completion or any subsequent date, will be solely as set out in Sections 8.2 and 8.3. HCSCC will not waive, excuse, condone or in any way release or discharge any Person under any Construction Agreement of or from the material obligations, covenants and agreements by such Person to be done and performed under any Construction Agreement. HCSCC will at all times continually enforce all material obligations of all Persons under the Construction Agreements and will promptly, after HCSCC learns of the same, notify the Club and Rodeo of any default by any Person under any of the Construction Agreements, and of the remedy or course of action sought by HCSCC in response to such default. With respect to the Project Improvements Work, HCSCC shall not do or permit other Persons to do any work on the Stadium Site unless HCSCC or such other Persons shall have first procured and paid for all permits, licenses and authorizations then required by all applicable Governmental Authorities or Intellectual Property Rights for the work being performed. Subject to the provisions of Section 10.6, the Parties have agreed upon the Design Criteria. All modifications to the Design Criteria are subject to the prior written approval of HCSCC, the Club and Rodeo as more particularly described in Article 10 below. The Project Plans (including detailed plans and specifications) have been developed and will continue to be developed and prepared by the Project Improvements Architect in cooperation with HCSCC, the Club and Rodeo and submitted to the Club, Rodeo and HCSCC for their approval in accordance with Article 10 below. Good faith, diligent efforts to achieve Substantial Completion of the Project Improvements Work by the Required Date for Substantial Completion will include good faith, diligent efforts to cause the construction of the Project Improvements Work to meet the milestones set forth in the Project Improvements Construction Schedule necessary to achieve Substantial Completion of the Project Improvements Work by the Required Date for Substantial Completion. To the extent any of such milestones are not met, HCSCC shall promptly develop and present to the other Parties a plan for expediting the Project Improvements Work in order to cause future such milestones to again be met to the extent necessary to achieve Substantial Completion of the Project Improvements Work by the Required Date for Substantial Completion.

Section 8.2 Completion Dates and Project Improvements Completion Schedule.

HCSCC shall cause Substantial Completion of the Project Improvements Work to occur on or before August 1, 2002, as extended because of Tenant Caused Delay or Force Majeure (such date as so extended being referred to herein as the "Required Date for Substantial Completion"). Notwithstanding anything to the contrary contained in this Project Agreement or any other Principal Project Document, in the event Substantial Completion of all of the Project Improvements Work does not occur on or before August 1, 2004, as extended by Tenant Caused Delay but not Force Majeure, the Club and Rodeo shall each have the option to terminate this Project Agreement and the other Principal Project Documents as to such Party by delivery of written notice thereof to HCSCC within 30 days after August 1, 2004, as so extended. Upon any

such termination by the Club or Rodeo, the Party terminating shall have no further rights, obligations or liabilities under this Project Agreement or the other Principal Project Documents except as otherwise set out in this Project Agreement or in the Principal Project Documents. Such termination by either the Club or Rodeo without the termination by the other shall not constitute a termination of the non-terminating Party's interests and rights under this Project Agreement or the other Principal Project Documents. Except to the extent HCSCC fails to exercise good faith, diligent efforts to achieve Substantial Completion of the Project Improvements Work by the Required Date for Substantial Completion, the Club and Rodeo's sole and exclusive remedies for such failure to achieve Substantial Completion by the Required Date for Substantial Completion shall be termination as provided in this Section 8.2 or those rights and remedies expressly set forth in Section 8.3 below. At the request of HCSCC, if the Club and Rodeo agree that Substantial Completion has been achieved, the Club and Rodeo will deliver to HCSCC written evidence of the Club and Rodeo's concurrence that Substantial Completion has been achieved. HCSCC agrees to give written notice to the Club and Rodeo of any claim of Tenant Caused Delay or Force Majeure and the reasons for such claim within a reasonable time after learning of the same. As of the Effective Date, HCSCC has no knowledge of any such claims.

Section 8.3 Liquidated and Other Delay Damages Construction Agreements.

Except to the extent that HCSCC fails to exercise good faith, diligent efforts to achieve Substantial Completion of the Project Improvements Work by the Required Date for Substantial Completion or any subsequent date, HCSCC's liability to the Club or Rodeo for failure to achieve Substantial Completion on or before the Required Date of Substantial Completion shall be limited to the damages recovered against the Project Improvements Architect and the Project Construction Contractors arising under their respective Construction Agreements (x) by the Club or Rodeo pursuant to the assignment set forth in this Section 8.3 or (y) by HCSCC so long as HCSCC shall diligently in good faith by appropriate proceedings attempt to collect the liquidated and other delay damages, if any, which are recoverable from the Project Improvements Architect and the Project Construction Contractors and, promptly upon receipt of such liquidated or other delay damages or any portion thereof (whether through offset or otherwise), shall pay such amounts to the Club and to Rodeo (as provided below), less the amount of reasonable and necessary attorneys' fees and costs incurred by HCSCC in so doing for which HCSCC has not been paid (whether through offset or otherwise) by such Project Improvements Architect or Project Construction Contractors. Further, HCSCC agrees that the Club and Rodeo are each third-party beneficiaries of the obligations of the Project Improvements Architect and the Project Construction Contractor(s), including the Prime Construction Contractor, to pay such liquidated and any other delay damages under the respective Construction Agreements. HCSCC hereby conveys, transfers, and assigns to the Club and Rodeo the nonexclusive right to enforce, jointly or severally, any and all obligations of the Project Improvements Architect and the Project Construction Contractor(s) to pay liquidated damages or other delay damages under the respective Construction Agreements. The Club and Rodeo shall have no obligation whatsoever to enforce the Architect's Contract or Project Construction Contract(s). HCSCC hereby authorizes and instructs the Project Improvements Architect and the Project Construction Contractor(s) to pay all such liquidated or other delay damages directly to the Club and Rodeo as provided below, to the same extent the same accrue during the term of this Project Agreement as

apportioned herein. To the extent any such liquidated or other delay damages payable by the Project Improvements Architect and the Project Construction Contractor(s) under the respective Construction Agreements are deducted from progress or other payments due them under such respective Construction Agreements during the term of this Project Agreement, HCSCC shall, simultaneous with their deduction from such progress or other payments, pay such deducted amounts directly to the Club and the Rodeo as provided below. All such liquidated or other delay damages shall be apportioned between the Club and Rodeo as provided in Section 8.11 below. HCSCC covenants that the provisions of this Section 8.3 and HCSCC's obligations with respect to any such liquidated damages accruing prior to the date of termination hereof (whether actually paid prior to or after such termination) shall survive any expiration or earlier termination of this Project Agreement. In the event the Club or the Rodeo terminates this Project Agreement, the Party so terminating will no longer have any right to any liquidated or other delay damages due under the Construction Agreements accruing after the termination of this Project Agreement by such Party.

Section 8.4 Hazardous Materials. Without limiting HCSCC's recourse against either the Club or the Rodeo under Section 12.4 or HCSCC's right to claim a Tenant Caused Delay, HCSCC 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 (x) any Environmental Event, whether or not caused by the Club, Rodeo or any of their respective agents, contractors, employees or Space Tenants, or (y) any Hazardous Materials at the Stadium Site, whether or not introduced to the Stadium Site at any time by the Club, Rodeo, or any of their respective agents, contractors, employees or Space Tenants (collectively, "HCSCC Remedial Work"). Subject to HCSCC's right to claim a Tenant Caused Delay, all HCSCC Remedial Work shall be completed by HCSCC in accordance with applicable Governmental Rules on or before the Club Lease Commencement Date (as to the Club), the Rodeo Lease Commencement Date (as to the Rodeo) or such earlier date as is required as part of the Development Work and so as not to delay or interfere with the Project Improvements Construction Schedule. The cost of the HCSCC Remedial Work is not included in the Project Budget.

Section 8.5 Record Drawings and Other Documents. Upon Substantial Completion of the Stadium Project Improvements Work, HCSCC shall furnish to both the Club and Rodeo (i) one (1) copy of the marked drawings that the Prime Construction Contractor delivers to HCSCC under the Prime Construction Contract, (ii) one (1) copy of the operating and maintenance data binders supplied by the Prime Construction Contractor under the Prime Construction Contract, and (iii) copies of all approvals, permits, authorizations, licenses, and certificates required by any Governmental Authority with respect to any work which by the terms of this Project Agreement HCSCC is obligated to perform or cause to be performed (including, specifically but without limitation, certificates of compliance and occupancy) and excluding those permits, approvals and certificates which HCSCC is unable to obtain due to the acts or omissions of the Club, Rodeo, or any of their respective agents, contractors or Space Tenants.

Section 8.6 Warranty Claims. The Parties hereby acknowledge and recognize that the Prime Construction Contract provides that the Club and Rodeo are intended third party

beneficiaries of the warranty provisions contained in the Prime Construction Contract and that the Club's and Rodeo's rights to pursue claims under such warranties is limited by and subject to the terms in Subparagraph 9.3.5 of the Prime Construction Contract. The Parties will cooperate with each other in prosecuting any and all warranty claims under the Prime Construction Contract (each a "Warranty Claim"). All recoveries from any such Warranty Claims received prior to the Club Lease Commencement Date and the Rodeo Lease Commencement Date shall be applied by HCSCC to the cost and expense incurred in order to repair, restore, renew or replace any part of the Stadium Project Improvements to which such Warranty Claim relates, and then to the cost of collection.

Section 8.7 Mechanic's Liens and Claims. If any lien or claim of lien, whether choate or inchoate (collectively, any "Mechanic's Lien") shall be filed against the interest of HCSCC, the Club or Rodeo in the Stadium Project Improvements, the Leased Premises or FF&E or against the Club, Rodeo or any Property of the Club or Rodeo by reason of any work, labor, services or materials supplied or claimed to have been supplied by or on behalf of HCSCC, or any of its agents or contractors, HCSCC shall (except to the extent such Mechanic's Lien is a result of the Club's or the Rodeo's failure to pay sums which it is obligated to pay under this Project Agreement, then at the cost of the Party who has not so paid), at its sole cost and expense, cause the same to be satisfied or discharged of record, or effectively prevent the enforcement or foreclosure thereof against the Leased Premises, FF&E, Stadium Project Improvements or any Property of the Club or Rodeo by injunction, payment, deposit, bond, order of court or otherwise.

If any Mechanic's Lien is filed against the Stadium Project Improvements, FF&E, the Leased Premises or HCSCC or any Property of HCSCC by reason of any work, labor, services or materials supplied or claimed to have been supplied by or on behalf of the Club or Rodeo in its prosecution of work to the Stadium Project Improvements, such party against whom the Lien is filed, at its sole cost and expense, shall cause the same to be discharged of record, or effectively prevent the enforcement or foreclosure thereof (nothing herein shall be deemed or interpreted as consent of HCSCC to the grant by the Club or Rodeo of Mechanic's Liens in or to the Leased Premises, the Stadium Project Improvements, or the FF&E).

The provisions of this Section 8.7 shall survive the expiration or termination of this Project Agreement and HCSCC, the Club and Rodeo shall each indemnify, defend and hold the others harmless from and against any and all such Mechanic's Liens (including, without limitation, all costs, expenses and liabilities, including reasonable attorneys' fees and costs, so incurred in connection with such Mechanic's Liens), for which such Party is responsible pursuant to this Section 8.7, in accordance with the indemnification provisions set forth in Section 12.4.

Section 8.8 Access to the Project. The Club, Rodeo and each of their respective agents, contractors, sublessees, licensees, and concessionaires shall have the right of access, for themselves and their authorized representatives, to the Stadium Site and the Stadium Project Improvements and all portions thereof for the following purposes, without charges or fees or the commencement of the Guaranteed Payment or other rent under the Lease Agreements, and at normal construction hours during the construction period, provided the Club and Rodeo and all

their respective agents, contractors, sublessees, licensees, and concessionaires (i) notify HCSCC Representative in advance of such proposed work and entry, (ii) do not hinder or interfere with the Project Improvements Work or the activities of HCSCC's contractors or subcontractors and coordinate such work and entry with such activities of the HCSCC's contractors and subcontractors to minimize the risk of creating Cost Overruns, (iii) pay all costs of such work (including the costs of utilities if the Prime Construction Contractor so requires) and entry, (iv) take such reasonable protective precautions or measures as HCSCC or its contractors or subcontractors may reasonably request, given the stage of the Project Improvements Work at the time of such entry and (v) comply with and be subject to the provisions of the Prime Construction Contract relating to HCSCC's rights to access including, without limitation, providing the insurance required by the Prime Construction Contract (or, if the Prime Construction Contractor does not specify the same, then by providing such insurance as HCSCC may reasonably request):

(a) Conducting inspections for purposes of determining compliance with this Project Agreement, any other Principal Project Documents if applicable, and the Construction Agreements;

(b) Construction and installation of any concession improvements (to the extent the Club and/or the Rodeo are permitted to construct and install such items under the Stadium Tri-Party Agreement), interior tenant finish work for the offices for the Club or Rodeo in the Stadium not required to be furnished by HCSCC by the Principal Project Documents (subject to the approval of HCSCC as set out in the Stadium Tri-Party Agreement) and equipping locker rooms and related facilities for the Franchise;

(c) Installation of any additional fixtures or equipment not included in the FF&E (subject to the approval of HCSCC as set out in the Stadium Tri-Party Agreement);

(d) Tours of the Leased Premises and Stadium Project Improvements sponsored by the Club or Rodeo; and

(e) The erection and maintenance of temporary billboards and signs during the construction period consistent with the Club and Rodeo's naming rights, if any, and advertising rights under their respective Lease Agreements, the License Agreements and the Stadium Tri-Party Agreement, but in no event shall any permanent signage be permitted until the day which is one hundred twenty (120) days prior to the estimated date of Substantial Completion.

HCSCC agrees to use its diligent, good faith efforts to cause Substantial Completion of the Club's Facilities on or before June 1, 2002. In connection with such diligent, good faith efforts, HCSCC shall not be obligated to incur and HCSCC shall not direct or authorize the Prime Construction Contractor to incur costs or expenses in connection with any acceleration or change in the schedule of the Project Improvement Works in order to achieve Substantial Completion by such date without the express written authorization of the Club. If HCSCC is able to cause such completion to occur, HCSCC will provide the Club access to the Club's Facilities for use thereof

by the Club, provided the Club (i) does not hinder or interfere with the Project Improvements Work or the activities of HCSCC's contractors or subcontractors, (ii) takes such reasonable protective precautions or measures as HCSCC or its contractors or subcontractors may reasonably request given the stage of Project Improvements Work at the time of such entry, (iii) complies with the provisions of the Prime Construction Contract relating to HCSCC's rights to access including, without limitation, providing any required insurance, and (iv) complies with and is subject to all of the provisions of the Club Lease other than the requirement to pay the Guaranteed Payment. Any entry, access or occupancy provided to the Club pursuant to the terms of this Section 8.8 shall not be deemed to be acceptance of the Project Improvements Work or to commence the Lease Term.

Section 8.9 Construction Cooperation/Coordination. Without in any way limiting, waiving or releasing any of the obligations of HCSCC under this Project Agreement or any Governmental Rule, HCSCC agrees that at all times during the Project Improvements Work, HCSCC will do the following:

(a) Cause the Project Improvements Work to be conducted, and require all of its contractors, subcontractors and agents to conduct the Project Improvements Work, in cooperation with the Club and Rodeo so that (i) the Club and Rodeo will be kept apprised of all aspects of the Project Improvements Work and Project Submission Matters, and (ii) the Club and Rodeo can coordinate the installation of any improvements, fixtures or equipment by the Club or Rodeo or any of their respective sublessees, licensees or concessionaires;

(b) Deliver or cause to be delivered to the Club and Rodeo a copy of all notices and correspondence (including schedule updates and monthly or other summaries provided by the parties performing under the Project Construction Contracts), including, but not limited to, any notice of default, sent or received by HCSCC under any Project Construction Contracts, Governmental Rule or Intellectual Property Right relating to the Project Improvements Work, unless directed otherwise by the Club and Rodeo or unless such notice or correspondence received by HCSCC shows that a copy was to be given to the Club and the Rodeo;

(c) Instruct the Prime Construction Contractor, the Project Improvements Architect and all other contractors and consultants engaged by HCSCC with respect to the Project Improvements Work to provide the Club and Rodeo with a duplicate copy of all notices, correspondence, reports, drawings or specifications, and other documentation delivered or received by either of them simultaneously with their delivery to HCSCC, including, but not limited to, advance notice of weekly progress meetings;

(d) Allow the Club and Rodeo and their respective representatives to attend all meetings with any Persons or Governmental Authority relating to the Project Improvements Work, including, but not limited to, weekly progress meetings and design review meetings; and

(e) Advise the Club and Rodeo with respect to any Environmental Conditions known to HCSCC and all requirements imposed by, and negotiations with, any Governmental Authority concerning any such Environmental Condition.

Section 8.10 Construction Coordination with Rodeo Event. In connection with the Project Improvements Work, for the period of time in any year from January 15 through March 5 (provided that for the calendar year 2003 or any calendar year thereafter, the Rodeo may by written notice to HCSCC by November 1 of the preceding calendar year elect to move back the starting and ending dates of such period to later dates designated by the Rodeo; provided that the total number of days in such period shall not increase), each of HCSCC and the Club shall abide by, and shall cause such Party's contractors, consultants, agents, employees, officers and directors to abide by, the following access requirements:

1. From 4:00 p.m. to 12:00 a.m. (midnight) on weekdays and 9:00 a.m. to 12:00 a.m. (midnight) on weekends, not block Kirby Drive and/or Fannin Street or use Kirby Drive and/or Fannin Street as a staging area.
2. At no time use any of the existing parking within the Astrodomain Complex, except for the area of construction for the Project shown on Schedule 3(a) to the Prime Construction Contract as of the Effective Date (the "Project Construction Area") as a staging area.
3. Only access the Project Construction Area through the two gates along Kirby Drive.

Section 8.11 Apportionment of Liquidated Damages. Except as to any liquidated damages recovered under the Prime Construction Contract, the Club and the Rodeo shall not be required to apportion any recovery of liquidated or other delay damages between them, each being entitled to such damages as they may recover from any party or parties responsible for such damages. As for any liquidated damages recovered under the Prime Construction Contract, such liquidated damages shall be payable and apportioned between the Club and the Rodeo as follows:

(a) The Club shall be entitled to the entire amount of the "per game" lump sum liquidated damages recovered under the Prime Construction Contract for damages for the loss of a scheduled NFL game as authorized under Subparagraphs 5.5 (2), (3), and (4) of the Prime Construction Contract.

(b) If the Rodeo elects its Commencement Extension Option under the Rodeo Lease, the Rodeo shall be entitled to the "daily" liquidated damages recovered under the Prime Construction Contract as authorized under Subparagraph 5.5 (1) of the Prime Construction Contract to the extent of actual, direct damages incurred by the Rodeo as a result of the Rodeo holding the 2003 rodeo in the Astrodome instead of the Stadium up to, and not exceeding, the sum of One Million Dollars. Actual, direct damages under this subparagraph are expenses or costs incurred by the Rodeo and do not include anticipated lost profits or a reduction in revenue due to holding the Rodeo in the Astrodome rather

than the Stadium. Notwithstanding but in lieu of the foregoing, in the event that the Rodeo is unable to hold one or more regularly scheduled Rodeo performances in either its current facility (the Astrodome) or the Stadium as a result of the Prime Construction Contractor's failure to achieve Substantial Completion by the date required under the Prime Construction Contract (as extended as provided therein), the Rodeo shall be entitled to the daily liquidated damages recovered under the Prime Construction Contract up to, and not exceeding, the sum of One Million Dollars, regardless of the amount of actual, direct damages incurred by the Rodeo.

(c) The Club shall be entitled to the amount of the "daily" liquidated damages, if any, recovered under the Prime Construction Contract in excess of that to which the Rodeo is entitled to recover under subparagraph (b) above.

Any "daily" liquidated damages recovered by either the Rodeo or the Club shall be placed in an interest bearing escrow account with a mutually acceptable, federally insured financial institution in Harris County, Texas, pending distribution to the Rodeo and the Club as provided herein. Any dispute between the Club and the Rodeo with regard to the apportionment of liquidated damages recovered under the Prime Construction Contract shall be resolved in accordance with the Dispute Resolution procedures in Article 18 hereof.

Section 8.12 Operation Prior to Agreed Grand Opening. HCSCC covenants and agrees that prior to a grand opening for the Project agreed to by the Parties, HCSCC will not use or permit the use of the Project for any events or open the Project to the public (other than tours of the Stadium Project Improvements) except as expressly contemplated by this Agreement, the Club Lease or the Rodeo Lease.

ARTICLE 9.

CONCESSION BUILD OUT

The Stadium Project Improvements Work shall include Concession Improvements as set out in the Design Criteria and Project Plans. Any additional concession improvements requested by any of HCSCC, the Club or Rodeo shall either (i) be the responsibility of such Party requesting the additional improvements and shall be treated as a change in the work chargeable solely to such Party pursuant to Article 10 below, but only to the extent such additional improvements are not the responsibility of another Person or Party under the Stadium Tri-Party Agreement, or (ii) be made in accordance with the terms of the Stadium Tri-Party Agreement.

ARTICLE 10.

CERTAIN APPROVAL RIGHTS

Section 10.1 Intent of the Parties. It is the intent of the Parties to keep each other fully informed as part of a collaborative process for the management of all costs covered by the Project Budget and the development of, and modifications to, all Project Submission Matters. The Parties agree that each Party will have full access to the Prime Construction Contractor, all subcontractors (pursuant to protocols, if any, agreed upon under the Construction Agreements), the Project Improvements Architect and all other consultants retained in connection with the

design, development and construction of the Stadium Project Improvements. For purposes of participating in the process of managing construction costs, developing and refining the Project Submission Matters and continuing to be involved and informed during the design and construction of the Stadium Project Improvements, all Parties will be given a reasonable opportunity to be present at all meetings and briefings with the Prime Construction Contractor, all subcontractors, the Project Improvements Architect and all the consultants engaged with regard to the design, development and construction of the Stadium Project Improvements, with the intent being that each Party is entitled to full disclosure of, and participation in, the process of managing construction costs and designing, developing and constructing the Stadium Project Improvements. HCSCC is the Party responsible for the construction of the Stadium Project Improvements and in discharging such obligation, HCSCC will direct the Project Improvements Architect, Prime Construction Contractor and other professionals in the construction and design of the Stadium Project Improvements and in doing so will recognize the rights of the Club and Rodeo set out in this Project Agreement.

Section 10.2 Approval of Project Submission Matters; Cooperation. It is neither the intent nor desire of the Parties that (a) the quality and amenities offered in the Stadium be compromised, (b) the Project Submission Matters be altered in the event of any increases in any cost or expense of the Project (whether or not included in the Project Budget), if such increase in the cost or expense of the Project is caused by any concealed conditions encountered at the Leased Premises, any default by any Project Construction Contractor, any subcontractor or the Project Improvements Architect, any occurrence of an event of Force Majeure or events or circumstances under which, on an owner fault basis (not caused by the Club or the Rodeo), any Project Construction Contractor or any subcontractor is entitled to schedule or cost relief (and such increases in the costs or expenses of the Project that are not included in the Project Budget are herein referred to as "Excluded Costs"), or (c) HCSCC incur Cost Overruns that are not Excluded Costs. The Project Submission Matters and the method and measures of achieving cost savings (the "Budget Control Mechanisms") are subject to the approval of HCSCC, the Club and the Rodeo; provided, however, that:

(a) such approval shall not to be unreasonably withheld or delayed; provided, however, that, subject to the requirements of the following clause (b), neither the Club nor Rodeo shall be obligated to approve such matter or be reasonable if the effect of the matter for which approval is requested would result in or is likely to result in (i) a materially, adverse affect on such Party's authorized use of the Project Improvements under the respective Lease Agreement, (ii) the Stadium Project Improvements' failing to conform to NFL Football Rules and Regulations, (iii) any extensions of, or inability to achieve, the schedules and deadlines contained in this Project Agreement, (iv) any material increase in reasonably anticipated levels of Maintenance or Capital Repairs for which the Club or Rodeo shall be responsible for under their respective Lease Agreement or in expenses to operate the Stadium in accordance with the respective Lease Agreements, (v) any violation of applicable Governmental Rule or (vi) any material decrease in the Club or Rodeo revenues (each of the matters listed in the preceding clauses (i) – (vi) being referred to herein as a "Designated Matter");

(b) in all instances the Stadium Project Improvements must continue to be designed, developed and constructed at a cost not to exceed the Project Budget plus any Excluded Costs; provided, however, that:

(i) on and after the date the guaranteed maximum price is initially set for the Stadium Project Improvements under the Prime Construction Contract (the "GMP Date") the Parties will no longer be obligated to cooperate to effect value engineering or other changes in the scope (including quality) of the Project in order to minimize the risk of or reduce Cost Overruns;

(ii) in the event that prior to the GMP Date Cost Overruns (other than Excluded Costs) appear reasonably likely to occur, HCSCC may prepare and submit to the appropriate Project Construction Contractor and the Club and Rodeo proposed Construction Contract Change Orders effecting value engineering so as to eliminate Cost Overruns (other than Excluded Costs), giving priority consideration to the programmatic requirements of the Club and Rodeo;

(iii) the Parties agree to cooperate, diligently and in good faith, with one another in taking actions as are reasonably necessary for HCSCC to obtain alternative or additional funding from sources other than the Parties to cover Cost Overruns or supplement the Project Budget; and

(iv) no requested or required action can cause any violation of any applicable Governmental Rule.

Any dispute among HCSCC, the Club and the Rodeo with regard to approval of the Project Submission Matters, the Budget Control Mechanisms or other matters set forth in this Section 10.2 shall be resolved in accordance with the provisions of Article 18, including, if arbitration is necessary, resolution by Fast-Track Arbitration and in all instances in accordance with the provisions of the preceding clause (b). Notwithstanding the foregoing, the Parties acknowledge that the GMP Date occurred on March 9, 2001.

Section 10.3 HCSCC's Right to Make Changes. Excluding matters related to the minimization of the risk of or reduction of Cost Overruns (including proposed value engineering) prior to the GMP Date, which shall be governed by the provisions of the preceding Section 10.2, HCSCC shall have the right to issue or make changes to the Project Submission Matters, subject to the prior written approval of the Club and Rodeo (such approval not to be reasonably withheld or delayed). Notwithstanding the foregoing, the Parties agree that the Club and Rodeo may each, in their sole and absolute discretion, withhold their approval or consent to any Project Submission Matters and any proposed issuance thereof or changes or additions to, or modifications of, any Project Submission Matters if the effect thereof would result in or is likely to result in (i) any Cost Overruns for which such Party is responsible under any provision of the Principal Project Documents (unless HCSCC makes adequate provisions for the payment thereof), or (ii) any other Designated Matter.

Section 10.4 The Club and Rodeo's Right to Make Changes. The Club and Rodeo shall each have the right to request HCSCC to issue or make changes to the Project Submission Matters, subject to the prior written approval of the Parties (such approval not to be reasonably withheld or delayed). Notwithstanding the foregoing, the Parties agree that each Party (including HCSCC) may, in its sole and absolute discretion, withhold its approval or consent to any Project Submission Matters and any proposed issuance thereof or changes or additions to, or modifications of, any Project Submission Matters if the effect thereof would result in or is likely to result in (i) any Cost Overruns for which the Party withholding approval is responsible under the provisions of Article 11 below (unless such requesting Party makes adequate provisions for the direct payment thereof or reimbursement to such Party, at such Party's election), (ii) a material increase in reasonably anticipated levels of Maintenance or Capital Repairs for which the Party withholding approval may be liable under the terms of the Lease Agreements or in expenses to the Party withholding approval to operate the Stadium in accordance with the Lease Agreements, (iii) with respect to HCSCC, a materially, adverse effect on HCSCC's authorized use of the Stadium Project Improvements, or (iv) any other Designated Matter.

Section 10.5 Payment for Certain Changes. As provided in Sections 10.3 and 10.4 above, the issuance of or changes to Project Submission Matters is subject to the prior approval of the Parties. With respect to a Tenant Requested Item, HCSCC shall solicit bids for the incremental cost for performing such Tenant Requested Item and the Party requesting such Tenant Requested Item shall then have the option of either no longer requesting such Tenant Requested Item or agreeing in writing to be liable for such Tenant Requested Item as hereinafter provided based upon the amount of the bid of the accepted bid for such Tenant Requested Item. If a requested issuance of or change to a Project Submission Matter by any Party is approved pursuant to Section 10.3 or 10.4, as applicable, (i) with respect to a Tenant Requested Item, the Party requesting the same shall be liable for all directly related costs and expenses contemplated by the bid and resulting Construction Contract Change Order approved by the Party requesting such matter and directly arising out of or related to such change as permitted under the applicable Construction Agreement (the "Tenant Requested Item Amount"), (ii) except as provided in the preceding clause (i), HCSCC shall be liable for all costs and expenses arising out of or related to such change, (iii) with respect to either a Tenant Requested Item or Additional Work requested by either the Club or Rodeo under Section 10.6, the Party requesting such matter shall at the time of approval of such change or election either (a) pay to HCSCC the Tenant Requested Item Amount or the amount of the Construction Contract Change Order for such matter, as applicable, from its own funds, or (b) provide adequate evidence of such Party's ability to pay such amount and, thereafter from its own funds reimburse HCSCC with ten (10) days of HCSCC paying any of such amount, (iv) with respect to any requested issuance of or change to a Project Submission Matter requested by HCSCC, HCSCC shall provide the other Parties with adequate evidence of such HCSCC's ability to pay the amount of such change, and (v) the Project Budget shall be increased by the amount of the costs and expenses arising out of or related to such change. Except as provided in the last sentence of this Section 10.5, the Parties acknowledge and agree that neither the Club, nor the Rodeo is responsible for any current costs or expenses under the Construction Agreements (excluding the Architect's Contract) in connection with the Design Criteria and Project Plans as such Design Criteria and Project Plans exist as of the GMP Date. Except as provided in the last sentence of this Section 10.5, the Parties acknowledge and agree

that neither the Club, nor the Rodeo is or will be responsible for any current or future costs or expenses under the Construction Agreements, which includes the Architect's Contract, in connection with the Design Criteria and Project Plans as such Design Criteria and Project Plans exist as of the GMP Date except for (a) the Tenant Requested Items for which the applicable Party is liable as provided above and (b) any construction costs and associated design costs for which the Club or the Rodeo hereinafter expressly elect to be liable for pursuant to the provisions of Section 10.6 or as provided in Section 10.4. Notwithstanding the foregoing, the parties agree that in connection with all changes requested by either the Club or the Rodeo that are currently described in or reasonably inferable from the Project Plans as such Project Plans exist as of the GMP Date (a) the Club shall pay Eleven Million Dollars (\$11,000,000) for such changes as and when reasonably requested by the Corporation, (b) the Rodeo shall pay Three Million Dollars (\$3,000,000) for such changes as and when reasonably requested by the Corporation but in no event earlier than April 2, 2002, and (c) neither the Club, nor the Rodeo shall be liable for any further costs or expenses in connection with any such changes.

Section 10.6 Further Approval with respect to VE Items and Additional Work. In addition to the Parties' other rights under this Article 10 to propose changes to the Design Criteria, the Design Criteria may be modified as follows:

(a) prior to entering into a Construction Contract Change Order to cause to be performed any VE Item or Additional Work (excluding the design work under the Architect's Contract which the Parties have agreed shall be performed), HCSCC shall first submit to the Club and the Rodeo for their review and approval the proposed Construction Contract Change Order to accomplish such matter;

(b) to the extent any such proposed Construction Contract Change Order pertains to a VE Item, each of the Club and the Rodeo shall have the right, subject to the provisions of Section 10.2, to disapprove such proposed Construction Contract Change Order; and

(c) to the extent any such proposed Construction Contract Change Order pertains to Additional Work proposed by either the Club or the Rodeo under Section 10.4, the Party or Parties (other than HCSCC) requesting such Additional Work shall have the right in their sole and absolute discretion to either agree to pay for the entire cost of such proposed Construction Contract Change Order, reach agreement with the other Parties on who shall pay for the proposed Construction Contract Change Order (provided that HCSCC's agreement will not be required to the extent that the Club and the Rodeo collectively agree to pay for 100% of the cost of the proposed Construction Contract Change Order for such Additional Work), or reject such proposed Construction Contract Change Order.

To the extent any such proposed Construction Contract Change Order is disapproved, the corresponding VE Item or Additional Work shall no longer be deemed a part of the Design Criteria and such VE Item or Additional Work shall not be performed. As the GMP Date has occurred, all Construction Contract Change Orders pertaining to Additional Work requested by either the Club or the Rodeo prior to or on the GMP Date approved by the Parties and all VE

Items approved by the Parties are included in the Project Plans as such Project Plans exist as of the GMP Date.

ARTICLE 11. COST OVERRUNS

Section 11.1 Cost Overruns. The term "Cost Overruns" as used in this Project Agreement shall mean (i) all Excluded Costs plus (ii) the amount by which the total costs and expenses required to be paid by HCSCC under the Construction Agreements for the Stadium Project Improvements Work included in the Project Budget exceeds the Project Budget; provided, that, Cost Overruns shall not include such excess costs and expenses to the extent such excess arises out of or is attributable to any cost or expense for which the Club or Rodeo are expressly liable by a provision of the Principal Project Documents or any acts or omissions of the Club, the Rodeo or any of their respective agents, contractors or Space Tenants.

Section 11.2 Project Savings. The term "Project Savings" means and refers to the amount by which the total costs and expenses required to be paid by HCSCC under the Construction Agreements for the Stadium Project Improvements Work included in the Project Budget is less than the Project Budget. HCSCC shall use any such Project Savings to fund additional Stadium Project Improvements and/or to purchase additional FF&E as approved by the Parties.

Section 11.3 Payment of Cost Overruns. No additional contribution, backcharge, payment, or charge shall be charged against, withheld from, or assessed against the Club or Rodeo for any Cost Overruns.

Section 11.4 Separate HCSCC Project Payment. Without limiting any other provision of this Agreement or the other Principal Project Documents, HCSCC acknowledges and agrees that it shall pay for Four Million and No/100 Dollars (\$4,000,000.00) of the cost of the Stadium Project Improvements Work and FF&E from funding sources other than those contemplated in the Funding Agreement as of the Effective Date.

ARTICLE 12. INSURANCE AND INDEMNITY MATTERS

Section 12.1 Policies Required.

(a) **Policies Required For Project Improvements Work.** Prior to the commencement of any Project Improvements Work and at all times during the performance of such Project Improvements Work and for so long after the completion thereof that (i) any Project Construction Contractor has not been paid in full with respect to the Project Improvements Work or (ii) any Project Construction Contractor has any repair or warranty obligations with respect to the Project Improvements Work, HCSCC shall, at its sole cost and expense, obtain, keep and maintain or cause to be obtained, kept and maintained, the insurance required to be maintained in the applicable Project

Construction Contract. HCSCC has elected to satisfy certain of the insurance provisions of the Prime Construction Contract by implementing the Harris County Stadium Owner Controlled Insurance Program, as summarized in the 8/30/00 Edition of the "Harris County Sports & Convention Corporation Harris County Stadium Owner Controlled Insurance Program OCIP Manual/Insurance Requirements" prepared by HCSCC and its consultant, Marsh USA Inc. ("OCIP"). During the Construction Period, HCSCC shall cause (i) the OCIP to be maintained, (ii) the insurance policies contemplated by the OCIP to be maintained and (iii) the Prime Construction Contractor to be enrolled in the OCIP and comply with the requirements of the OCIP applicable to the Prime Construction Contractor. HCSCC shall cause the insurance policies included in the OCIP to be endorsed to name each of the Club and Rodeo as an Additional Insured thereunder and to waive the insurers rights of recovery, by subrogation or otherwise, against each of the Club and Rodeo. Furthermore, HCSCC shall, with respect to the Development Work and the HCSCC Remedial Work, cause to be maintained insurance of types and amounts which are prudent for public entities considering the nature and extent of such work. Further, HCSCC shall cause the Project Improvements Architect to comply with the insurance provisions set forth in the Architect's Contract and shall cause the insurance policies required thereby to be endorsed to name each of the Club and Rodeo as an Additional Insured thereunder and to waive the insurers rights of recovery, by subrogation or otherwise, against each of the Club and Rodeo, to the extent possible.

(b) Landlord's Property Insurance Policy. Commencing as and when HCSCC acquires such care, control or custody over any portion of the Leased Premises and Stadium Project Improvements such that the insurance policies required under Section 12.1(a) are inadequate to protect the insurable interests therein of HCSCC, any Facility Mortgagee, the Club and Rodeo, HCSCC shall, at its sole cost and expense, obtain, keep and maintain, or cause to be obtained, kept and maintained the Landlord's Property Insurance Policy required by the Club Lease and the Rodeo Lease, respectively.

(c) Additional Policies Required During the Project Term. During the Construction Period (unless otherwise provided below), HCSCC shall, at its sole cost and expense, obtain, keep and maintain or cause to be obtained, kept and maintained, the insurance policies described below. HCSCC shall be obligated to obtain, keep and maintain such policies as are provided hereinbelow, or to cause such policies to be obtained, kept and maintained, even if a portion of such coverage is required to be provided under Section 12.1(a):

(i) Commercial General Liability Policy. A commercial general liability insurance policy ("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 (but having sub-limits, if any, that are site specific to the Leased Premises), naming HCSCC as the named insured (with the effect that HCSCC and its employees are covered) and any Facility Mortgagee and the Club and Rodeo 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 Astrodome Complex or the Stadium Project Improvements or resulting from, or in connection with, the Project Improvements Work or the use, operation or occupancy of the Astrodome Complex or the Project Improvements and containing provisions for severability of interests. The GL Policy shall be primary and non-contributory to any policies of insurance carried by the Club or the Rodeo, and shall be in such amount and such policy limits so that (i) the coverage and limits are adequate to maintain the Excess/Umbrella Policy without gaps in coverage between the GL Policy and the Excess/Umbrella Policy and (ii) the minimum policy limits set forth in the Insurance Plan Additional Requirements are satisfied. The GL Policy additionally shall comply with all other requirements applicable to it set forth in Section 12.3 and the Insurance Plan Additional Requirements.

(ii) 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 HCSCC in connection with the Project Improvements Work, the Leased Premises and the Stadium Project Improvements and employers liability insurance policy (collectively, the "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 Workers' Compensation Policy additionally shall comply with all other requirements applicable to it set forth in the Insurance Plan Additional Requirements.

(iii) Excess/Umbrella Policy. An excess or umbrella liability insurance policy ("Excess/Umbrella Policy"), written on an occurrence basis, in an amount not less than Five Million and No/100 Dollars (\$5,000,000.00) per occurrence and in the aggregate for personal injury, bodily injury and death and/or property damage liability combined, such policy to be written on an excess basis above the coverages required by this Article 12 (specifically listing such underlying policies) and following the form of such underlying policies.

(iv) Comprehensive Automobile Liability. A comprehensive automobile liability policy ("Auto Policy"), written on an occurrence basis, in an amount not less than Two Hundred Fifty Thousand (\$250,000.00) per person, Five Hundred Thousand (\$500,000.00) per occurrence, with property damage coverage in an amount not less than One Hundred Fifty Thousand (\$100,000.00) per occurrence. This policy shall be on a standard form written to cover all owned, hired and non-owned automobiles. The policy shall be endorsed to include the Club and the Rodeo as additional insureds, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards any other insurance carried by the Club and the Rodeo.

Section 12.2 Failure of HCSCC to Maintain. If at any time and for any reason HCSCC fails to provide, maintain, keep in force and effect, or deliver to the Club and Rodeo proof of, any of the insurance required under Section 12.1 and such failure continues for ten (10) days after notice thereof from the Club or Rodeo to HCSCC, the Club or Rodeo may, but shall have no obligation to, procure single interest insurance for such risks covering the Club and Rodeo (or, if no more expensive, the insurance required by this Project Agreement), and HCSCC shall, within ten (10) days following the Club's or Rodeo's demand and notice, pay and reimburse the Club and Rodeo therefor to the extent of such reasonable costs and expenses incurred by the respective party.

Section 12.3 Additional Policy Requirements.

(a) Insurers; Certificate and Other Requirements.

(i) All insurance policies required to be procured by HCSCC under Sections 12.1 and 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 Project Agreement, 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).

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

(iii) Each and every insurance policy required to be carried hereunder by or on behalf of HCSCC 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 Club and Rodeo each shall have received written notice of cancellation, non-renewal or material reduction in coverage and that the Club and Rodeo shall receive not less than ninety (90) days notice of such 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 Club and Rodeo 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 Club and Rodeo on the earliest possible date but in no event less than ten (10) days prior to the effective date of such cancellation.

(b) 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 Project Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, HCSCC shall deliver to the Club and Rodeo 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 Project Agreement, HCSCC shall provide the Club and Rodeo 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 Project Agreement, HCSCC shall provide the Club and Rodeo with a copy of each such insurance policy.

(c) Waiver of Right of Recovery. Notwithstanding the provisions of Section 12.4, to the extent permitted by law, and without affecting the insurance coverage required to be maintained hereunder, the Club, Rodeo and HCSCC each waive all rights of recovery, claim, action or cause of action against the other for any damage to Property including damage to the Project Improvements Work or any part thereof, 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 Club, Rodeo or HCSCC or (ii) would be insured against under the terms of any insurance required to be carried under this Project Agreement by the Party holding or asserting such right of recovery, claim, 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 Project Agreement. The provisions of this Section 12.3(c) are not intended to limit the claims of the Club and Rodeo or HCSCC to the face amount or coverage of the insurance policies herein provided for or to evidence the waiver by either Party of any claim for damages in excess of the face amount or coverage of any of such insurance policies. Neither the issuance of any insurance policy required under, or the minimum limits specified in, Section 12.1 with respect to HCSCC's insurance coverage shall be deemed to limit or restrict in any way HCSCC's liability arising under or out of this Project Agreement.

Section 12.4 Indemnification.

(a) The Club's Agreement to Indemnify. THE CLUB SHALL, EXCEPT AS PROVIDED IN SECTION 12.4(d) OR OTHERWISE EXPRESSLY PROVIDED IN

THE PRINCIPAL PROJECT DOCUMENTS, DEFEND, PROTECT, INDEMNIFY AND HOLD HCSCC, RODEO, 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, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES), ARISING FROM OR IN CONNECTION WITH ANY INJURY TO OR DEATH OF 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 CLUB'S USE OR OCCUPANCY OF THE LEASED PREMISES DURING THE TERM HEREOF, OR (ii) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CLUB OR THE CLUB'S CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INVITEES OR SPACE TENANTS (BUT ONLY IF SUCH SPACE TENANT IS LICENSED DIRECTLY AND SOLELY BY THE CLUB).

(b) Rodeo's Agreement to Indemnify. RODEO SHALL, EXCEPT AS PROVIDED IN SECTION 12.4(d) OR OTHERWISE EXPRESSLY PROVIDED IN THE PRINCIPAL PROJECT DOCUMENTS, DEFEND, PROTECT, INDEMNIFY AND HOLD HCSCC, THE CLUB, 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, WITHOUT LIMITATION, 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 RODEO'S USE OR OCCUPANCY OF THE LEASED PREMISES DURING THE TERM HEREOF, OR (ii) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF RODEO OR RODEO'S CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INVITEES OR SPACE TENANTS (BUT ONLY IF SUCH SPACE TENANT IS LICENSED DIRECTLY AND SOLELY BY THE RODEO).

(c) HCSCC's Agreement to Indemnify. HCSCC SHALL, EXCEPT AS PROVIDED IN SECTION 12.4(d) OR OTHERWISE EXPRESSLY PROVIDED IN THE PRINCIPAL PROJECT DOCUMENTS, DEFEND, PROTECT, INDEMNIFY AND HOLD THE CLUB, THE RODEO, 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, WITHOUT LIMITATION, 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 CONSTRUCTION OF THE STADIUM PROJECT

IMPROVEMENTS, THE DEVELOPMENT WORK OR HCSCC REMEDIAL WORK, OR (ii) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF HCSCC OR HCSCC'S CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR INVITEES.

(d) The Parties' Exclusions. An Indemnifying Party, as provided by Sections 12.4(a) through 12.4(c), shall not be liable, notwithstanding such provisions, for any liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses) arising from or in connection with:

(i) Any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful act of the Party being indemnified or their employees, officers, directors, contractors, agents, Space Tenants, or invitees;

(ii) The violation by the Party being indemnified of any of its obligation under this Project Agreement or any applicable Governmental Rules or deed restriction or insurance policy, now or hereafter in effect and applicable to such Party;

(iii) Any Hazardous Materials that are introduced to the Leased Premises by the Party being indemnified or its respective agents or contractors, but the foregoing shall not apply to any Hazardous Materials that are introduced to the Leased Premises by the indemnifying Party or its employees, officers, directors, contractors, agents or invitees; or

(iv) Any Environmental Event caused by the Party being indemnified or any of its employees, officers, directors, contractors, agents, Space Tenants, or invitees.

For purposes of this Section 12.4(d), when HCSCC is seeking indemnification, the term "Party being indemnified" or similar term shall be deemed to include the Sports Authority, the County, any County Affiliate, and any of HCSCC's other tenants excluding the Indemnifying Party.

(e) No Third Party Beneficiary. The provisions of this Article 12 are solely for the benefit of HCSCC, the Club and Rodeo and are not intended to create or grant any rights, contractual or otherwise, to any other Person.

(f) Conduct of Claims. The conduct of any claims under this Article 12 shall be made in accordance with the provisions of Section 9.7.6 of the Club Lease as if it applied to all Parties.

ARTICLE 13.

CASUALTY DAMAGE

Section 13.1 Damage or Destruction. If, at any time prior to the Club Lease Commencement Date and Rodeo Lease Commencement Date, there is any Casualty to the Stadium Project Improvements Work or any part thereof, then HCSCC shall (a) give the other Parties written notice of such Casualty within five (5) days of such Casualty and (b) use all reasonable efforts to promptly secure the area of damage or destruction to safeguard against injury to Persons or Property and, promptly thereafter, remediate any hazard and restore the Stadium Project Improvements to a safe condition whether by repair or by demolition, removal of debris and screening from public view. HCSCC shall, to the extent allowed by law, promptly commence and thereafter proceed with reasonable diligence to repair, restore, replace or rebuild the Stadium Project Improvements as nearly as practicable to a condition substantially equivalent to that existing immediately prior to such damage or destruction, in accordance with the applicable provisions of Article 8 and other applicable provisions of this Project Agreement. Such repair, restoration, replacement or rebuilding, including temporary repairs for the protection of Persons or other Property pending the completion of any such work, remediation of hazards and restoration of the Stadium Project Improvements and Development Improvements to a safe condition or any demolition and debris removal required are sometimes referred to in this Project Agreement as the "Casualty Repair Work." In no event shall HCSCC's obligations hereunder be contingent upon or limited in any way by the receipt or adequacy of the proceeds of insurance for purposes of the Casualty Repair Work.

Section 13.2 Insurance Proceeds. All insurance proceeds paid pursuant to the policies of insurance required under Article 12 for loss of or damage to the Project Improvements Work (herein sometimes referred to as the "Insurance Proceeds") shall be held by HCSCC in trust for the purposes of paying the cost of the Casualty Repair Work and shall be applied by HCSCC to such Casualty Repair Work performed in accordance with the terms of Section 13.1.

ARTICLE 14.

CONDEMNATION

Section 14.1 Condemnation. With respect to any Condemnation Action which is commenced or occurs during the term of this Agreement, the Parties shall have their respective rights and obligations as set forth the Club Lease and the Rodeo Lease, which the Parties recognize and agree shall be applicable to any Condemnation Action which commences or occurs during the term of this Agreement notwithstanding the fact that such Condemnation Action commenced or occurred prior to the Club Lease Commencement Date or the Rodeo Lease Commencement Date.

Section 14.2 Notice of Condemnation. In the event the Club and Rodeo or HCSCC shall receive notice of any proposed or pending Condemnation Action affecting the Project Improvements Work or Leased Premises, the Party receiving such notice shall promptly notify the other Parties hereto.

ARTICLE 15.
DEFAULTS AND REMEDIES

Section 15.1 Events of Default.

(a) HCSCC Default. The occurrence of any of the following shall be an "Event of Default" by HCSCC or a "HCSCC Default":

(i) The failure of HCSCC to pay any of its monetary obligations under Article 6, Article 8, Article 13 or Article 14 of this Project Agreement when due and payable under this Project Agreement if such failure continues for fifteen (15) Business Days after the Club or Rodeo gives notice to HCSCC that such amount was not paid when due;

(ii) The failure of HCSCC to keep, observe or perform any of the terms, covenants or agreements contained in Article 10 or 11 of this Project Agreement on HCSCC's part to be kept, performed or observed, if such failure is not remedied by HCSCC within twenty (20) days after notice from the Club or Rodeo of such failure;

(iii) The failure of HCSCC to provide any insurance required to be provided by it or its contractors if such failure is not remedied within five (5) days after the Club or Rodeo gives notice to HCSCC of such failure;

(iv) If any "Landlord Default" (as said term is defined and used in the Club Lease) shall have occurred under the Club Lease and remain uncured after the lapse of the applicable notice and cure period provided for under the terms of the Club Lease;

(v) If any "Landlord Default" (as said term is defined and used in the Rodeo Lease) shall have occurred under the Rodeo Lease and remain uncured after the lapse of the applicable notice and cure period provided for under the terms of the Rodeo Lease;

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

(vii) If any "Licensor Default" (as said term is defined and used in the License Agreements) occurs under either License Agreement and remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of such License Agreement;

(viii) If any default of HCSCC, as 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;

(ix) Any material representation or warranty confirmed or made in this Project Agreement by HCSCC 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 the Club or Rodeo gives notice to HCSCC of such failure;

(x) Abandonment of the Project by HCSCC (HCSCC shall be deemed to have abandoned the Project if there is any suspension of the Project Improvements Work by HCSCC for longer than ninety (90) consecutive days or one hundred twenty (120) days in any three hundred sixty-five (365) day period for any reason other than Force Majeure, events of Casualty, delays attributable to Condemnation Actions, or delays caused by the Club or Rodeo or their respective agents, contractors, or Space Tenants) or any termination, in whole or in part, of the Project Construction Contract(s) or any of the work thereunder by HCSCC without the consent of the Club and Rodeo unless pursuant to a right of termination based upon the existence of an event of default under such Project Construction Contract(s);

(xi) The failure of HCSCC to keep, observe or perform any of the material obligations, covenants or agreements contained in this Project Agreement on HCSCC's part to be kept, performed or observed (other than those referred to in clauses (i) through (xi) above) if: (i) such failure is not remedied by HCSCC within thirty (30) days after notice from the Club or Rodeo 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, HCSCC fails to commence to cure such default within thirty (30) days after notice from the Club or Rodeo of such default or 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 HCSCC is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith; provided further, however, that if such default is not cured within ninety (90) days after notice from the Club or Rodeo of such default (notwithstanding HCSCC's diligent prosecution of curative efforts), then such failure shall constitute an Event of Default by HCSCC under this Project Agreement; or

(xii) The (i) filing by HCSCC of a voluntary petition in bankruptcy; or (ii) adjudication of HCSCC as a bankrupt; or (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of HCSCC 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 HCSCC causes such proceeding to be stayed or discharged; or (iv) appointment of a receiver, trustee or other similar official of HCSCC or its Property.

(b) Club Default. The occurrence of the following shall be an “Event of Default” by the Club or an “Club Default”:

(i) The failure of the Club to pay any of its monetary obligations to HCSCC under this Project Agreement when due and payable if such failure continues for fifteen (15) Business Days after HCSCC or the Rodeo gives notice to the Club that such amount was not paid when due;

(ii) The failure of the Club to keep, observe or perform any of the terms, covenants or agreements with or owed by the Club to Rodeo under the terms of this Project Agreement, if such failure is not remedied by the Club within thirty (30) days after Rodeo gives notice to the Club of such default;

(iii) Any material representation or warranty confirmed or made in this Project Agreement to or for the benefit of a respective Party by the Club 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 HCSCC or Rodeo gives notice to the Club of such failure;

(iv) The failure by the Club to provide any insurance required to be provided by it or its contractors if such failure is not remedied within five (5) days after HCSCC or Rodeo gives the Club notice of such failure;

(v) If any “Tenant Default” (as said term is defined and used in the Club Lease) shall have occurred under the Club Lease and remain uncured after the lapse of the applicable notice and cure period provided under the terms of the Club Lease;

(vi) If any “Club Default” (as said term is defined and used in the Non-Relocation Agreement) shall have occurred under the Non-Relocation Agreement and remain uncured after the lapse of the applicable notice and cure period provided for under the terms of the Non-Relocation Agreement;

(vii) If any “Club Default” (as said term is defined and used in the Club’s License Agreement) occurs under such License Agreement and remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of such License Agreement;

(viii) If any default of the Club 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;

(ix) The failure of the Club to keep, perform or observe any of the material obligations, covenants or agreements to be performed or observed by the Club under this Project Agreement (other than those referred to in clauses (i) through (viii) above) within thirty (30) days after notice from HCSCC or the Rodeo of such failure; provided, however, that if such performance or observance cannot reasonably be accomplished within such thirty (30) day period, then no Event of Default by the Club shall occur unless the Club fails to commence such performance or observance within such thirty (30) day period and fails to diligently prosecute such performance or observance to conclusion thereafter; provided further, however, that if such performance or observance has not been accomplished within ninety (90) days after notice from HCSCC or the Rodeo to the Club of such failure (notwithstanding the Club's diligent prosecution of its curative efforts), then such failure shall constitute an Event of Default by the Club hereunder; or

(x) The (i) filing by the Club of a voluntary petition in bankruptcy; or (ii) adjudication of the Club as a bankrupt; or (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of the Club 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 the Club causes such proceeding to be stayed or discharged; or (iv) appointment of a receiver, trustee or other similar official of the Club or its Property.

(c) Rodeo Default. The occurrence of the following shall be an "Event of Default" by Rodeo or an "Rodeo Default":

(i) The failure of Rodeo to pay any of its monetary obligations to HCSCC under this Project Agreement when due and payable if such failure continues for fifteen (15) Business Days after HCSCC or the Club gives notice to Rodeo that such amount was not paid when due;

(ii) The failure of Rodeo to keep, observe or perform any of the terms, covenants or agreements with or owed by Rodeo to the Club under the terms of this Project Agreement, if such failure is not remedied by Rodeo within thirty (30) days after the Club gives notice to Rodeo of such default;

(iii) Any material representation or warranty confirmed or made in this Project Agreement to or for the benefit of a respective Party by Rodeo 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 HCSCC or the Club gives notice to Rodeo of such failure;

(iv) The failure by Rodeo to provide any insurance required to be provided by it or its contractors if such failure is not remedied within five (5) days after HCSCC or the Club gives Rodeo notice of such failure;

(v) If any "Tenant Default" (as said term is defined and used in the Rodeo Lease) shall have occurred under the Rodeo Lease and remain uncured after the lapse of the applicable notice and cure period provided under the terms of the Rodeo Lease;

(vi) If any "Rodeo Default" (as said term is defined and used in the Rodeo's License Agreement) occurs under such License Agreement and remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of such License Agreement;

(vii) If any 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;

(viii) The failure of Rodeo to keep, perform or observe any of the material obligations, covenants or agreements to be performed or observed by Rodeo under this Project Agreement (other than those referred to in clauses (i) through (vii) above) within thirty (30) days after notice from HCSCC or the Club of such failure; provided, however, that if such performance or observance cannot reasonably be accomplished within such thirty (30) day period, then no Event of Default by Rodeo shall occur unless Rodeo fails to commence such performance or observance within such thirty (30) day period and fails to diligently prosecute such performance or observance to conclusion thereafter; provided further, however, that if such performance or observance has not been accomplished within ninety (90) days after notice from HCSCC or the Club to Rodeo of such failure (notwithstanding Rodeo's diligent prosecution of its curative efforts), then such failure shall constitute an Event of Default by Rodeo hereunder; or

(ix) The (i) filing by Rodeo of a voluntary petition in bankruptcy; or (ii) adjudication of Rodeo as a bankrupt; or (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of Rodeo 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 Rodeo causes such proceeding to be stayed or discharged; or (iv) appointment of a receiver, trustee or other similar official of Rodeo or its Property.

Section 15.2 The Club and Rodeo's Remedies Against HCSCC. Upon the occurrence of any HCSCC Default, the Club and Rodeo may, at their sole discretion, jointly or severally, have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided in this Project Agreement:

(a) The Club or Rodeo may terminate this Project Agreement, their respective Lease Agreement, the Stadium Tri-Party Agreement, their respective License Agreement

and the other Principal Project Documents with respect to such Party, and the Club may terminate the Non-Relocation Agreement, as provided in Section 15.5;

(b) The Club or Rodeo may exercise any and all other remedies available to such Party at law or in equity, but subject to any limitations thereon set forth in the Project Agreement;

(c) The Club and Rodeo's rights to damages under this Project Agreement shall be limited to recovery of the respective Party's interests in or rights to the following: (i) the Predevelopment Project Cost Reimbursement amounts (if not previously paid to such Party), (ii) actual costs and expenses paid by such Party for such Party's trade fixtures and equipment installed in the Stadium, to the extent the same are not removable from the Stadium without material injury to the same or the Stadium, and all costs to remove the same, (iii) project costs paid or incurred by such Party to third parties after the Effective Date, (iv) such damages incurred by the Club or Rodeo to the extent that such damages are caused by an act or omission of a Contractor under a Construction Agreement and to the extent that such damages are recovered against such Contractor (HCSCC not being responsible therefor), and (v) reasonable attorneys' fees paid or incurred by such Party in the enforcement of this Project Agreement. The Club and Rodeo shall have the right to recover for such interests and rights (other than (iv) above) by offset against such Party's Guaranteed Payment (which right of offset shall survive the expiration of this Project Agreement); and

(d) Notwithstanding anything to the contrary contained herein (including Section 15.5 below), the Club and Rodeo's sole remedy for the failure of HCSCC to pay the sum due to such Party by HCSCC under Article 6 above as and when due shall be to bring suit by such Party against HCSCC therefor, together with interest thereon from the date due until paid or recovered at the Default Rate, and to exercise its rights under Section 20.26 below. The Club and Rodeo shall have the right to recover the same by offset against such Party's Guaranteed Payment (which right of offset shall survive the expiration of this Project Agreement).

Section 15.3 The Club and Rodeo's Remedies Against Each Other. A Default by the Club as to Rodeo under Section 15.1(b)(ii) - (iv) shall not be grounds for termination of this Project Agreement by Rodeo and a Default by Rodeo as to the Club under Section 15.1(c)(ii) - (iv) shall not be grounds for termination of this Project Agreement by the Club. Subject to such limitation and any other limitations set forth in this Project Agreement, the Club may exercise against Rodeo any and all other remedies available to such Party at law or in equity for such Default of Rodeo and Rodeo may exercise against the Club any and all other remedies available to such Party at law or in equity for such Default of the Club.

Section 15.4 HCSCC's Remedies. Upon the occurrence of any Club or Rodeo Default, HCSCC may, at its sole discretion, have the option to pursue any one or more of the following remedies against the defaulting Party or Parties without any notice or demand whatsoever, other than any notice expressly provided in this Project Agreement:

(a) HCSCC may terminate this Project Agreement, the applicable Stadium Lease, the Stadium Tri-Party Agreement, the applicable License Agreement and the other Principal Project Documents with respect to such defaulting Party, as provided in Section 15.5; and

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

Section 15.5 Termination.

(a) Upon the occurrence of a HCSCC Default, a Club Default, or a Rodeo Default, the non-defaulting Party, in addition to its other remedies at law or in equity, but subject to the limitations in Sections 15.2, 15.3 and 15.4 and the right of any Party to invoke the dispute resolution procedures of Article 18, shall have the right to give to the defaulting Party notice (a "Final Notice") of the non-defaulting Party's intention to terminate the Principal Project Documents with respect to such defaulting Party as provided in the following paragraph (b), 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. Upon expiration of such thirty (30) day period, if the Event of Default is not cured, then the Principal Project Documents shall terminate as between the non-defaulting Party invoking such remedy and such defaulting Party as provided in the following paragraph (b) without liability to the non-defaulting Party. If, however, within such thirty (30) day period the defaulting Party cures such Event of Default, then the 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 commences 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.

(b) The rights of the Club and Rodeo in and to this Project Agreement are severable and any termination under the preceding paragraph (a) as between one such Party and HCSCC shall not constitute a termination under the preceding paragraph (a) as between the other Party and HCSCC. Subject to the foregoing limitation, in the event of a termination by a terminating Party under the preceding paragraph (a), then, notwithstanding anything to the contrary set forth elsewhere in the Principal Project Documents, all obligations of the terminating Party to the defaulting Party and all rights of the defaulting Party against the terminating Party under the Principal Project Documents shall automatically terminate (except for the provisions herein and therein that expressly are to survive termination hereof or thereof), without liability to the terminating Party except as otherwise provided for in Sections 15.2 and 15.3 above. Notwithstanding anything in the Principal Project Documents to the contrary, each Party's rights to recover damages (including delay or liquidated damages) against the other Parties in connection with such other Parties' defaults which accrued prior to any termination (whether or not actually paid before such termination) shall survive any termination under this Section 15.5.

Section 15.6 Cumulative Remedies. Subject to the provisions of Section 15.7 and any express provisions of the Principal Project Documents to the contrary, each right or remedy of the Club, Rodeo and HCSCC provided for in this Project Agreement and the other Principal Project Documents shall be cumulative of and shall be in addition to every other right or remedy of the Club, Rodeo or HCSCC provided for in this Project Agreement or the other Principal Project Documents, and the exercise or the beginning of the exercise by the Club, Rodeo or HCSCC of any one or more of the rights or remedies provided for in this Project Agreement or the other Principal Project Documents shall not preclude the simultaneous or later exercise by the Club, Rodeo or HCSCC of any or all other rights or remedies provided for in this Project Agreement or any of the other Principal Project Documents or hereafter existing at law or in equity, by statute or otherwise. Each party acknowledges that it has no abatement, offset or self help rights or remedies except as expressly provided for in this Project Agreement or the other Principal Project Documents, and does hereby waive all such rights not expressly set out in this Project Agreement or the other Principal Project Documents.

Section 15.7 No Indirect Damages. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY UNDER ANY PROVISION OF THIS PROJECT AGREEMENT 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 ANOTHER PARTY ARISING OUT OF THIRD PARTY CLAIMS; PROVIDED, HOWEVER, THAT THE FOREGOING IN THIS SECTION 15.7 SHALL NOT BE CONSTRUED TO LIMIT (A) ANY PARTY'S LIABILITY FOR ACTUAL DAMAGES, (B) THE CLUB'S AND THE RODEO'S RIGHTS UNDER SECTION 8.3, AND (C) ANY PARTY'S RIGHTS TO OFFSETS AND ABATEMENTS UNDER THIS PROJECT AGREEMENT.

Section 15.8 Declaratory or Injunctive Relief. In addition to the remedies set forth in this Article 15, 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 any 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 Project Agreement 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 Project Agreement, including this Section 15.8, 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 15.9 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 or Parties shall pay to the other Party or Parties interest thereon at the Default

Rate concurrently with the payment of the amount, such interest to begin to accrue as of the date such amount was due. Any payment of such interest at the Default Rate pursuant to this Project Agreement shall not excuse or cure any default hereunder. All payments shall first be applied to the payment of accrued but unpaid interest. The amount of any judgment or arbitration award obtained by one Party against the other Party or Parties in any Action or Proceeding arising out of a default by such other Party under this Project Agreement shall bear interest thereafter until paid at the Default Rate.

Section 15.10 Effect of Termination. If the Club, Rodeo or HCSCC elects to terminate this Project Agreement as provided herein (whether such termination occurs pursuant to this Article 15 or any other provision hereof), this Project Agreement shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance hereunder by the Parties to such termination (except for the rights and obligations herein that expressly are to survive termination hereof). Except as otherwise expressly provided herein, termination of this Project Agreement shall not alter the then existing claims, if any, of either Party for breaches of this Project Agreement occurring prior to such termination and the obligations of the Parties hereto with respect thereto shall survive termination.

Section 15.11 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 ANY PARTY SINCE NO PARTY QUALIFIES AS A "CONSUMER" UNDER SECTION 17.45(4) THEREOF.

Section 15.12 No Waivers.

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

(b) No Accord and Satisfaction. Without limiting the generality of Section 15.12(a), the receipt by any Party of a payment by another Party with knowledge of a breach by the paying Party of any covenant, obligation or agreement under this Project Agreement shall not be deemed or construed to be a waiver of such breach (other than as to the payment received). The payment by any Party of a payment to another Party with knowledge of a breach by such receiving Party of any covenant, obligation or agreement under this Project Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance by any Party 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 Project Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. Each Party 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 Project Agreement.

(c) No Waiver of Termination Notice. Without limiting the effect of Section 15.12(a), the receipt by any Party of any payment paid by another Party after the termination in any manner of this Project Agreement, or after the giving by the receiving Party of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this Project Agreement, reinstate, continue or extend this Project Agreement, or destroy, or in any manner impair the efficacy of, any such notice of termination as may have been given hereunder by a Party prior to the receipt of any such payment or other consideration, unless so agreed to in writing and executed by the Party who had sent such termination notice.

ARTICLE 16.

ASSIGNMENT

Section 16.1 Assignments of the Club and Rodeo's Interest. Except as otherwise permitted by this Article 16 or unless such Transfer is a Permitted Transfer (as defined in the applicable Lease Agreement), the Club and Rodeo may not (and the Club and Rodeo each agree that they will not), voluntarily, involuntarily, by operation of law or otherwise, sell, assign or transfer their respective rights under this Project Agreement (each, a "Transfer") (i) without first obtaining the consent of the other Parties, which consent shall not be unreasonably withheld, delayed or conditioned, and (ii) only in connection and concurrent with a transfer of all of the rights and obligations of the Club or Rodeo, as appropriate, under all of the other Principal Project Documents in accordance with the terms of such other Principal Project Documents.

Section 16.2 Release of the Club and Rodeo. No Transfer shall relieve the transferring Party from any of its obligations under this Project Agreement except and to the extent such transferring Party is released under the applicable Lease Agreement in connection with such Transfer.

Section 16.3 Transfers by HCSCC. Except as otherwise permitted by this Article 16, HCSCC shall not (and HCSCC agrees that it will not) voluntarily, involuntarily, by operation of law or otherwise, sell, assign or otherwise transfer this Project Agreement or any of its rights, obligations or duties under this Project Agreement (a "HCSCC Transfer") without first obtaining the consent of the Club, the Rodeo and, during the Bond Insurance Period, the Bond Insurer, which consent may be withheld in the Club, the Rodeo and, as applicable, the Bond Insurer's sole discretion. Notwithstanding the preceding restrictions on HCSCC Transfers, the consent of the Club, the Rodeo and the Bond Insurer to the following HCSCC Transfers shall be deemed to have been obtained, provided no uncured HCSCC Default for which the Club and the Rodeo have delivered notice to HCSCC shall then exist: (a) Facility Mortgages permitted pursuant to the terms of Article 15 of the Club Lease and Article 16 of the Rodeo Lease; (b) a HCSCC

Transfer that is in connection and concurrent with (i) a HCSCC Transfer of the Lease Agreements in accordance with the terms thereof and (ii) a HCSCC Transfer of HCSCC's rights and obligations under all of the other Principal Project Documents in accordance with the terms of such other Principal Project Documents; and (c) any assignment of rights hereunder to the County or a County Affiliate that is in connection and concurrent with a transfer of all of HCSCC's rights and obligations under all of the other Principal Project Documents in accordance with the terms of such other Principal Project Documents.

ARTICLE 17.

FACILITY MORTGAGES; FEE MORTGAGES

Section 17.1 Facility Mortgages. HCSCC 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 HCSCC covering HCSCC's interest in the Leased Premises shall be expressly subject and subordinate in any and all respects to the Lease Agreements, all of the obligations of HCSCC under this Project Agreement, and all of the rights, titles, interests, and estates of the Club and Rodeo (and those claiming by, through and under the Club and Rodeo) created or arising under the Lease Agreements and (ii) any judicial or non-judicial foreclosure sales under any such Liens and any conveyances in lieu of foreclosure under any such Liens shall constitute a HCSCC Transfer that is subject to the terms and conditions of Section 16.3. Notwithstanding the foregoing, HCSCC 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, HCSCC will cause any Facility Mortgagee to enter in to a recordable non-disturbance agreement in form and substance reasonably acceptable to the Club and Rodeo containing non-disturbance provision reasonably acceptable to the Club and Rodeo protecting the Club and Rodeo's rights under the Lease Agreements, this Project Agreement 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 the Club and Rodeo under the Lease Agreements and this Project Agreement and all terms and conditions of this Project Agreement, 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, the Lease Agreements and this Project Agreement shall continue in effect and shall not be terminated and the purchaser of the Leased Premises shall become bound to the Club and Rodeo to perform all of HCSCC's obligations under this Project Agreement, the Lease Agreements and all the Principal Project Documents, 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 HCSCC Transfer that is subject to the terms and conditions of Section 16.3. The Club and Rodeo acknowledge that they have been informed that the rentals payable pursuant to the Lease Agreements may be pledged by HCSCC as more fully provided for in the Lease Agreements.

ARTICLE 18.
DISPUTE RESOLUTION

Section 18.1 Settlement By Mutual Agreement. In the event any dispute, controversy or claim between or among the Parties arises under this Project Agreement or any other Principal Project Document or any right, duty or obligation arising therefrom or the relationship of the Parties thereunder (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 Project Agreement or any Principal Project Document or an Event of Default by any Party or a Dispute or Controversy arising under Article 10, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this Section 18.1. In the event a Dispute or Controversy arises, any Party shall have the right to notify the others that it has elected to implement the procedures set forth in this Section 18.1. Within fifteen (15) days after delivery of any such notice by one Party to the others regarding a Dispute or Controversy, the Parties' Representatives 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 within fifteen (15) days after the meeting of the Parties' Representatives for such purpose, or such longer period as the Parties may mutually agree upon, then any Party may by notice to the other Parties submit the Dispute or Controversy to arbitration in accordance with the provisions of Section 18.2 and Appendix C. Upon the receipt of notice of referral to arbitration hereunder, the receiving Parties shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Article 18 and Appendix C without regard to the justiciable character or executory nature of such Dispute or Controversy.

Section 18.2 Arbitration. Each Party hereby agrees that any Dispute or Controversy which is not resolved pursuant to the provisions of Section 18.1 shall be submitted to binding arbitration hereunder and shall be resolved exclusively and finally through such binding arbitration in accordance with the Arbitration Procedures. This Article 18 and Appendix C are and hereby constitute a written agreement by the Parties to submit to arbitration any Dispute or Controversy arising after the Effective Date within the meaning of Section 171.001 of the Texas Civil Practice and Remedies Code.

Section 18.3 Intervention; Consolidation. Each Party hereby agrees that both the Club and Rodeo are likely to have a justiciable interest in a dispute, controversy or claim between or among the parties to the Architect's Contract, the Prime Construction Contract, and other material Project Construction Contracts (whether connected with or related in any way to such contract or any right, duty or obligation arising therefrom or the relationship of the parties thereunder) (each, a "Related Third Party Dispute or Controversy") that is due to the same transaction or occurrence that may give or has given rise to a Dispute or Controversy of the Parties and which has a common question of law or fact therewith. HCSCC hereby agrees, and covenants to use its best efforts to cause the Project Contractor, the Project Improvements Architect and the other parties to any material Construction Contract to also agree, that (i) the Club and Rodeo may, but shall have no obligation to, participate and/or intervene in legal or arbitration proceedings initiated by HCSCC or any other party to the Architect's Contract,

Project Construction Contract(s) or any other material Construction Contract for resolution of such Related Third Party Dispute or Controversy, and (ii) if arbitration proceedings regarding a Dispute or Controversy have been initiated hereunder, the subject matter of which is related by common questions of law or fact to any such Related Third Party Dispute or Controversy, all such legal or arbitration proceedings may, at the Club and Rodeo's option, be consolidated for resolution in accordance with Appendix C. HCSCC agrees that it shall promptly notify the Club and Rodeo of any pending Action or Proceeding between it and the Project Contractor, the Project Improvements Architect or the other parties to any material Construction Contract and include in any such notice a reasonably detailed description of the circumstances giving rise to the Related Third Party Dispute or Controversy.

Section 18.4 Emergency Relief. Notwithstanding any provision of this Project Agreement to the contrary, any Party may seek injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction in Harris County, Texas. In the event that a Dispute or Controversy requires emergency relief before the matter may be resolved under the Arbitration Procedures, notwithstanding that any court of competent jurisdiction may enter an order providing for injunctive or other form of ancillary relief, the Parties expressly agree that the Arbitration Procedures will still govern the ultimate resolution of that portion of the Dispute or Controversy not resolved pursuant to said court order.

ARTICLE 19.
[INTENTIONALLY DELETED]

ARTICLE 20.
GENERAL PROVISIONS

Section 20.1 Relationship of the Parties. The relationship of the Club, Rodeo and HCSCC under this Project Agreement and the other Principal Project Documents is that of independent parties, each acting in its own best interests, and notwithstanding anything in this Project Agreement or the other Principal Project Documents to the contrary, no partnership, joint venture or other or additional business relationship is established or intended hereby between the Club, Rodeo and HCSCC.

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

Section 20.3 Certificates Regarding Principal Project Documents. Each Party agrees, at any time and from time to time upon not less than thirty (30) days prior written notice from another Party, to execute, acknowledge and deliver to such other Party, or to any Person designated by the other Party, a statement certifying that this Project Agreement and the other Principal Project Documents are unmodified and in full force and effect (or, if there have been modifications, that this Project Agreement and the other Principal Project Documents are in full force and effect as modified and stating the modifications), and stating whether or not, to the knowledge of the Party making the statement, the other Party or Parties are in default hereunder or thereunder in keeping, observing or performing any of the terms, covenants or conditions contained in this Project Agreement and the other Principal Project Documents to be kept, observed or performed by the other Party or Parties (or whether there is a Potential Club Default, Potential Rodeo Default, or Potential HCSCC Default) and, if in default, specifying each such default of which the Party making the statement is aware, it being intended that any such statement delivered pursuant to this Section 20.3 shall be relied upon by the other Parties or any Person designated by such other Party.

Section 20.4 Waiver of Immunity. Each of the Parties unconditionally and irrevocably:

(a) Agrees that the execution, delivery and performance by it of this Project Agreement and the Principal Project Documents 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 Project Agreement or the Principal Project Documents or any transaction contemplated thereunder, no immunity (sovereign or otherwise) from such Actions or Proceedings (which shall be deemed to include, without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment execution or other enforcement) shall be claimed by or on behalf of itself or with respect to its assets;

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

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

Section 20.5 The Club and Rodeo's Contractors, Agents, and Employees. Notwithstanding any contrary provision hereof, in no event shall the phrases "the Club, its contractors or agents," "Rodeo, its contractors, agents, or employees," "the Club and Rodeo, its contractors, agents, or employees," or any derivation thereof, mean or include the Project Improvements Architect, the Project Contractor or any other Person while such Person is performing services or providing materials under the Construction Agreements.

Section 20.6 Approvals and Consents; Standards for Review.

(a) **Review and Approvals or Consent Rights.** The provisions of this Section 20.6 shall be applicable with respect to all instances in which it is provided under this Project Agreement that HCSCC, the Club or Rodeo 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 one or both of the other Parties or to the representatives of those other Parties any document, notice or determination of the Submitting Party and with respect to which another 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 Project Agreement specifically provides that the Review and Approval or Consent Rights may be exercised in the sole and absolute discretion (or a similar standard) of the Reviewing Party, in connection with exercising its Review and Approval or Consents rights under any provision of this Project 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.

Section 20.7 No Implied Approval or Consent. Whenever used in this Project Agreement, "approval," "approve," "approved," "consent" or "consented" shall not include any implied or imputed approval or consent.

Section 20.8 Incorporation of Appendices, Schedules and Exhibits. All Appendices, Schedules and Exhibits, if any, attached to this Project Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 20.9 Existing Letter Agreement. The Existing Letter Agreement is hereby merged into, and superseded in its entirety by, the Principal Project Documents.

Section 20.10 Accounting Terms and Determinations. Unless otherwise specified in the Principal Project Documents, all accounting terms used in the Principal Project Documents shall be interpreted, all determinations with respect to accounting matters thereunder shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished hereunder shall be prepared, in accordance with GAAP.

Section 20.11 Definitions. Except as otherwise expressly provided in this Project Agreement, capitalized terms used in this Project Agreement and all appendices, schedules and exhibits thereto shall have the respective meanings given in Appendix A to this Project Agreement.

Section 20.12 Survival. Except as otherwise expressly provided in this Project Agreement or in any other Principal Project Document, the representations, warranties,

covenants and agreements of the Parties contained or provided for in such instruments and the Parties' obligations under any and all thereof shall survive the execution and delivery of such instruments.

Section 20.13 Liabilities. No Party to this Project Agreement shall have any obligation or duty to the other Party or Parties hereto or any other Person with respect to the transactions contemplated thereby except the obligations or duties expressly set forth in this Project Agreement or in any other documents or agreements entered into in connection therewith (to the extent not superseded in accordance with Section 20.16 below).

Section 20.14 Notices. Unless otherwise specifically provided in this Project Agreement, all notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this Project Agreement shall be given in writing to such Party at the address set forth in Appendix B to this Project Agreement or at such other address as such Party shall designate by written notice to the other Parties to this Project Agreement and may be (i) sent by registered or certified U.S. Mail with return receipt requested, (ii) delivered personally (including delivery by private courier services) or (iii) sent by telecopy (with a copy of such notice sent by private courier service for overnight delivery or by registered or certified mail) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (i) three (3) Business Days after posting if mailed as provided, (ii) when delivered by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day or (iii) in the case of telecopy (with a copy of such notice sent by private courier service for overnight delivery or by registered or certified mail), 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 Parties five (5) days notice thereof setting forth a single address for each such Additional Addressee; provided, however, that no Party hereto shall have the right to designate more than two (2) such Additional Addressees.

(a) Bond Insurer. During the Bond Insurance Period, if any Party delivers any notice required under Article 18 of this Project Agreement, such Party shall also contemporaneously deliver a copy of such notice to the Bond Insurer at 113 King Street, Armonk, New York 10504, Attention: Insured Portfolio Management-PF, Facsimile Number (914) 765-3799. The Bond Insurer shall have the right at any time and from time to time to change such address for notice by giving all Parties at least five (5) days prior written notice of such change of address.

Section 20.15 Severability. If any term or provision of this Project Agreement, or the application thereof to any Person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Project Agreement, or the application of such term or provision to the Persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Project Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and any such

invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties to this Project Agreement hereby waive any provision of law that renders any provision thereof prohibited or unenforceable in any respect.

Section 20.16 Entire Agreement; Amendment and Waiver. Except for (a) the PSL Marketing Agreement, the PSL Escrow Agreement, the Interlocal Agreement (as such terms are defined in the Club Lease), with the Interlocal Agreement being limited to the relationship between the Sports Authority and HCSCC, and (b) the Parking Letter, each of which shall survive the execution and delivery of this Project Agreement in accordance with the terms thereof, this Project Agreement, 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 Project Agreement nor any of the terms hereof, including this Section 20.16 may be amended, supplemented, waived or modified orally, but only (i) by an instrument in writing signed by the Party against which the enforcement of amendment, supplement, waiver, or modification shall be sought, and (ii) with the written consent of Bond Insurer, if such amendment, supplement, waiver or modification is made or given during the Bond Insurance Period and (x) modifies any rights of any of the Parties to terminate this Project Agreement beyond what is expressly provided in this Project Agreement or (y) modifies any rights of Bond Insurer or any obligations to Bond Insurer expressly provided in this Project Agreement or (z) without limiting clauses (x) and (y), amends, supplements, waives or modifies Article 4, Article 12, Article 13, Article 14, Article 15, Article 16, Article 17, Article 18, Section 20.4, Section 20.15, Section 20.16, Section 20.18, Section 20.22, Appendix C or any defined terms used in or relating to such provisions. With respect to any consent required under the preceding clause (z), the Bond Insurer agrees not to unreasonably withhold its consent.

Section 20.17 Table of Contents; Headings. The table of contents, if any, and headings, if any, of the various articles, sections and other subdivisions of the Project Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 20.18 Parties in Interest; Limitation on Rights of Others. The terms of this Project Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Project Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Project Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Project Agreement. Notwithstanding the foregoing, the County shall be entitled to enforce the obligations of the Club and Rodeo, as the case may be, under this Project Agreement in the event a Default by such Party 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 Project Agreement and shall also be an express third-party beneficiary

to exercise its rights and to enforce its rights and obligations to Bond Insurer expressly provided for in this Project Agreement, including Section 20.16.

Section 20.19 Method and Timing of Payment. All amounts required to be paid by any Party to another Party or Parties or any Person under this Project Agreement 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 B to this Project Agreement or to such other addresses located in the United States as such payee may specify by notice to the other Parties. If any payment under this Project Agreement is required to be made on a day other than a Business Day, the date of payment shall be extended to the next Business Day.

Section 20.20 Rules as to Usage. The following rules shall be followed when construing words used in this Project Agreement:

(a) "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.

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

(c) Any agreement, instrument or Governmental Rule defined or referred to in this Project Agreement or in any agreement or instrument that is governed by this Section 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.

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

(e) Any term defined in this Project Agreement by reference to any agreement, instrument or Governmental Rule has such meaning whether or not such agreement, instrument or Governmental Rule is in effect.

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

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

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

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

(j) The phrase "and/or" when used in a conjunctive phrase, shall mean any one or more of the Persons specified in or the existence or occurrence of any one or more of the events, conditions or circumstances set forth in that phrase; provided, however, that, when used to describe the obligation of one or more Persons to do any act, it shall mean that the obligation is the obligation of each of the Persons but that it may be satisfied by performance by any one or more of them.

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

(l) Unless otherwise specified, all references to a specific time of day in any agreement or instrument that is governed by this Section shall be based upon Central Standard Time or Central Daylight Savings Time, as applicable on the date in question in Houston, Texas.

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

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

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

Section 20.21 Counterparts. This Project Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Project Agreement. All signatures need not be on the same counterpart.

Section 20.22 Governing Law. THIS PROJECT AGREEMENT AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (EXCLUDING PRINCIPLES OF CONFLICT OF LAWS).

Section 20.23 Court Proceedings. Subject to the agreement of the Parties contained in the Principal Project Documents regarding arbitration and other alternative procedures for dispute resolution, any suit, action or proceeding against any Party to such instrument arising out

of or relating to this Project Agreement or any other Principal Project Document, any transaction contemplated thereby or any judgment entered by any court in respect of any thereof may be brought in any federal or state court located in the City of Houston, Texas, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. To the extent that service of process by mail is permitted by applicable law, each Party irrevocably consents to the service of process in any such suit, action or proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notice provided for above. Subject to the agreement of the Parties contained in the Principal Project Documents regarding arbitration and other alternative procedures for dispute resolution, 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. Subject to the agreement of the Parties contained in the Principal Project Documents regarding arbitration and other alternative procedures for dispute resolution, each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Project Agreement or any other Principal Project Document or any transaction contemplated thereby except in a federal or state court located in the City of Houston, Texas.

Section 20.24 Time. Times set forth in this Project Agreement for the performance of obligations shall be strictly construed, time being of the essence of this Project Agreement. All provisions in this Project Agreement which specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party hereto of any action, covenant, agreement, obligation or notice thereunder shall mean and refer to days, unless otherwise expressly provided. However, in the event the date specified or computed under this Project Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by any Party hereto or for the occurrence of any event provided for herein, shall be a Saturday, Sunday or Legal Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or Legal Holiday. Furthermore, except as provided in Section 8.2 of this Project Agreement with respect to the August 1, 2004, deadline for Substantial Completion of all of the Project Improvements Work and the deadline contained in Article 6 of this Project Agreement, any deadline or obligation imposed on a Party under this Project Agreement may be adjusted as appropriate to reflect the delay in achievement thereof resulting from events of Force Majeure. Each Party agrees, however, to make all reasonable efforts to prevent and reduce to a minimum and mitigate the effects of such events.

Section 20.25 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Project Agreement or any other Principal Project Document or in the resolution of any ambiguity of any provision hereof or thereof.

Section 20.26 Attorneys' Fees. If a Party defaults in the performance of any covenants, obligations or agreements of such Party contained herein and one or both of the other Parties places the enforcement of this Project Agreement, or any part hereof, or the exercise of any other remedy herein provided for such default, in the hands of an attorney who files suit or institutes an

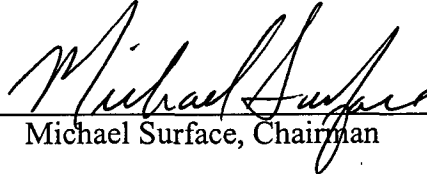
action or proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party or Parties their reasonable attorneys' fees and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing Party or Parties, the prevailing Party or Parties shall be entitled to their attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Project Agreement into any judgment on this Project Agreement.

Section 20.27 Principal Project Documents. This Project Agreement 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 Project Agreement, 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 the Parties.

[Signatures continued on following page]

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

**HARRIS COUNTY SPORTS &
CONVENTION CORPORATION**

By: 
Michael Surface, Chairman

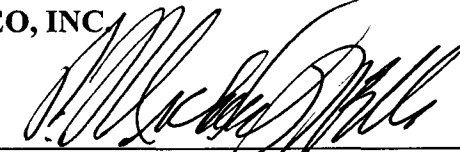
HOUSTON NFL HOLDINGS, L.P.

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

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

By: 
Robert C. McNair, President

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

By: 
P. Michael Wells, President

APPENDIX A
TO
PROJECT AGREEMENT

GLOSSARY OF DEFINED TERMS

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

“Additional Addressees” is defined in Section 20.14.

“Additional Work” means any change to the Project Plans, which if implemented would have the net effect of increasing the costs of the Project.

“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 (i) vote the lesser of (x) no less than thirty percent (30%) or (y) with respect to Tenant, such actual percentage as may be required by the NFL Football Rules and Regulations, of the securities or interests 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 or interests, by contract or otherwise, excluding in each case, any lender of such Person or any Affiliate of such lender.

“Appropriation” has the meaning given such term in the Stadium Tri-Party Agreement.

“Arbitration Procedures” means the arbitration procedures set forth in Appendix C to this Project Agreement.

“Architect’s Contract” means the services contract approved by the Club and Rodeo between HCSCC and the Project Improvements Architect for, among other things, the design of the Stadium Project Improvements, the preparation of the Project Plans, and construction administration services, as the same may be amended, supplemented, modified, renewed, extended or replaced from time to time in accordance with this Project Agreement. The Parties acknowledge that on the Effective Date, the Architect’s Contract approved by the Club and Rodeo is the Agreement dated as of June 14, 2000, between HCSCC, as Owner, and Houston Stadium Consultants, as Architect.

“Astrodomain Complex” has the meaning given such term in the Club Lease.

“Auto Policy” is defined in Section 12.1(c)(iv).

“Bond Insurance Period” has the meaning set forth in the Lease Agreements.

"Bond Insurer" has the meaning set forth in the Lease Agreements.

"Budget Control Mechanisms" is defined in Section 10.2.

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

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

"Capital Repairs" has the meaning given such term in the Lease Agreements.

"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 Repair Work" is defined in Section 13.1.

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

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

"Club" means Houston NFL Holdings, L.P., a Delaware limited partnership.

"Club Default" is defined in Section 15.1(b).

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

"Club Lease Commencement Date" means the "Commencement Date," as such term is defined in the Club Lease.

"Club's Facilities" means the "Tenant's Facilities", as such term is defined in the Club Lease.

"Comparable Facilities" has the meaning given such term in the Club Lease.

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

"Component" means any item that is incorporated into the Stadium Project Improvements, or any portion thereof, including, by way of illustration and not limitation, any

aspect of the HVAC Systems and all other ancillary systems included in the Stadium Project Improvements, the structure and all structural members, concrete, controls, instrumentation, engines and motors, dynamos, cabling, wheels, transformers, capacitors, load centers, fuses, circuit breakers, gears, bearings, valves, pipes, joints, covers, seats, electronic and mechanical parts, subcomponents, and other equipment.

"Concession Improvements" means the interior improvements, build out and equipment for concession operations as described in or reasonably inferable from the Project Plans.

"Condemnation Action" means any 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.

"Construction Agreement(s)" means any (and all) contracts, agreements, memoranda of understanding, or other instruments entered into by or on behalf of HCSCC for the design, development, construction, and furnishing of the Stadium Project Improvements and Development Improvements, including, but not limited to, the Prime Construction Contract and any other Project Construction Contracts for the Stadium Project Improvements Work, and the Architect's Contract, but excluding the Principal Project Documents.

"Construction Contract Change Orders" means any change orders or construction change directives under the Construction Agreements, any amendments or modifications to the Construction Agreements, or the setting of the GMP under any Project Construction Contract.

"Cost Overruns" is defined in Section 11.1.

"Construction Period" means the period commencing with the date which is the earlier of the commencement of any Project Improvements Work or the commencement of any Development Work and ending on the date which is the later of the date all Project Construction Contractors have been paid in full with respect to the Project Improvements Work and the Development Work and the date all Project Construction Contractors have completed any repair or warranty obligations with respect to the Project Improvements Work and Development Work.

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

"County Affiliate" has the meaning given such term in the Club Lease.

"Default 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.

"Design Criteria" means the requirements and criteria for the design and construction of the Stadium Project Improvements Work as set forth in the Facility Requirements Summary dated September 22, 1999, attached to the Architect's Agreement as Exhibit "A", together with

the Project Plans prepared by the Architect and submitted to the Parties as of the effective date of the Architect's Agreement, and, subject to the provisions of Section 10.6, as modified by the Project Plans.

"Designated Matter" is defined in Section 10.2(a).

"Development Improvements" means any improvements and facilities provided as part of the Development Work.

"Development Work" means the following described work to be performed in accordance with this Project Agreement, the Project Improvements Construction Schedule, and all applicable Governmental Rules:

(1) Such investigation and on-site surface and sub-surface examination necessary for determining the presence or existence of any Hazardous Materials, subsurface structures or improvements, and public or private utilities existing on or crossing through the Stadium Site or any portion thereof;

(2) The demolition and removal of any Existing Improvements and resulting debris located upon the Leased Premises not included under the Prime Construction Contract other than as set out in (4) below;

(3) All on-site archeological work necessary to comply with the Texas Antiquities Code and obtain all permits required from the Texas Historical Commission for all archeological work and any excavation on or in connection with the Stadium Site;

(4) The abandonment and disconnection or the relocation and removal of all public and private utility lines crossing the Leased Premises or any portion thereof required for the construction of the Stadium Project Improvements or performance of other Development Work, which as of the Effective Date encompasses approximately \$1,416,851 of the costs incurred under the Prime Construction Contract and approximately \$115,356 of the fees and reimbursables incurred under the Architect's Contract; and

(5) The issuance of all necessary exemption certificates from the Texas Comptroller of Public Accounts such that all procurements by the Project Construction Contractor(s) under the respective Project Construction Contract(s) are exempt from sales and use tax.

"Dispute or Controversy" is defined in Section 18.1.

"Effective Date" is defined in the first paragraph of this Project Agreement.

"Environmental Condition" means any Environmental Event that occurs, and any Recognized Environmental Condition that exists, prior to the time HCSCC delivers possession of

the Leased Premises to the Club and Rodeo under their respective Lease Agreements, but excluding any Environmental Event or Recognized Environmental Condition that is caused by the Club or Rodeo's, or any of their respective agents' or contractors' use or operation of the Leased Premises prior to the time HCSCC delivers possession of the Leased Premises to the Club and Rodeo under their respective Lease Agreements.

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

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

"Environmental Proceeding" means:

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

(2) Receipt of any notice from any Person of: (a) any violation or alleged violation of any Environmental Law relating to a Property or any part thereof or any activity at the time conducted on any Property, or (b) the commencement of any clean-up, abatement or control pursuant to or in accordance with any Environmental Law or any Hazardous Materials on or about any such Property or any part thereof or (c) any violation of any Governmental Rules or harm to Person or Property in each case with respect to worker safety at or in connection with such Property or any part thereof.

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

“Event of Default” is defined in Section 15.1.

“Equipment Lease” means any lease of any Component.

“Excess/Umbrella Policy” is defined in Section 12.1(c)(iii).

“Excluded Costs” is defined in Section 10.2.

“Existing Improvements” means the improvements and structures located on, within, below or above the Leased Premises as of the Effective Date.

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

“FF&E” means all furniture, fixtures, equipment, furnishings, machinery, and all other components and all other personal property to be installed pursuant to the Project Plans. FF&E does not include furniture, fixtures, equipment or other personal property owned or separately leased by the Club or the Rodeo or any of their Space Tenants, licensees or invitees that may from time to time be brought onto the Leased Premises or the improvements located thereon.

“Facility Mortgage” means a Mortgage covering and encumbering HCSCC’s rights, titles and interests in the Leased Premises (but not any 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 this Project Agreement, the Funding Agreement, the Lease Agreements and the other Principal Project Documents.

“Facility Mortgage Non-Disturbance Agreement” is defined in Section 17.1.

“Facility Mortgagee” means the Project Financing Holder who is the Mortgagee named in any Mortgage that is a Facility Mortgage, the beneficiary named in any deed of trust that is a Facility Mortgage or the holder of any lien or security interest named in any other security instrument that is a Facility Mortgage.

“Final Completion” means, when used with respect to the work to be performed under the Project Construction Contracts, “final completion” as defined in the respective Project Construction Contracts, and with respect to the balance of the Project Improvements Work or any component of the balance of the Project Improvements Work (such as the Development Work), the final completion of all aspects of such work and improvements in accordance with all

Governmental Rules and in accordance with the requirements for the same contained in this Project Agreement and any other Project Construction Contracts, including, but not limited to, the completion of the punch-list type items referred to in the definition of the term "Substantial Completion." Substantial Completion of such work and improvements is a prerequisite to Final Completion of the same.

"Final Notice" is defined in Section 15.5.

"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 Project Agreement is actually, materially, and reasonably delayed or prevented thereby: acts of God; acts of the public enemy; the confiscation or seizure by any Governmental Authority; insurrections; wars or war-like action (whether actual and pending or expected); arrests or other restraints of government (civil or military); blockades; embargoes; strikes, labor unrest, labor disputes or unavailability of labor or materials (any of which are not caused by a Party's or, in the case of HCSCC, the Complex Manager's or any HCSCC contractor's work force); lock-outs (not caused or implemented by a Party or, in the case of HCSCC, the Complex Manager or any HCSCC contractor); 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 Project Agreement; 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 HCSCC, actions of the County, Sports Authority, or HCSCC shall not be considered actions of a Governmental Authority for purposes of Force Majeure. Notwithstanding the foregoing, with respect to the obligations of HCSCC under this Project Agreement to be performed by the Project Construction Contractor(s) under the Project Construction Contract(s), the term Force Majeure, as used in this Project Agreement, shall be limited to an "Event of Force Majeure", as said term or any similar term is defined and used in the respective Project Construction Contract(s). Further, in no event shall the term Force Majeure include any economic hardship or inability to pay debts or other monetary obligations in a timely manner.

"Franchise" means the franchise for the Club issued by the NFL.

"Funding Agreement" means that certain Funding Agreement dated as of the Effective Date by and among the Club, Rodeo, HCSCC and Sports Authority, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"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.

“GL Policy” is defined in Section 12.1(c)(i).

“GMP” means the stipulated Contract Sum in a Project Construction Contract where the basis of the Project Construction Contractor’s compensation is a stipulated or lump sum and it means the Guaranteed Maximum Price in a Project Construction Contract where the basis of the Project Construction Contractor’s compensation is the cost of work plus a contractor’s fee.

“GMP Date” is defined in Section 10.2(b)(i).

“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” has the meaning given such term in the Club Lease or Rodeo Lease, as the context hereof requires.

“HCSCC” means Harris County Sports & Convention Corporation, a local government corporation organized under the laws of the State of Texas, as more particularly described in Section 4.1(d) of this Project Agreement.

“HCSCC Default” is defined in Section 15.1(a).

“HCSCC Delay” means any delay by HCSCC in achieving any of the deadlines for performance of obligations under this Project Agreement.

“HCSCC Remedial Work” is defined in Section 8.4.

“HCSCC Transfer” is defined in Section 16.3.

“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 or included within the term "Hazardous Materials," as such term is used or defined in the Project Construction Contract(s).

"Insurance Covenant" means all of the covenants and agreements of HCSCC with respect to insurance policies and coverages to be maintained by HCSCC pursuant to and in accordance with Article 12 of this Project Agreement.

"Insurance Plan Additional Requirements" means, in addition to the insurance policies and coverage requirements set forth in Article 12, the insurance policies and coverage requirements set forth in Appendix D of this Project Agreement.

"Insurance Proceeds" is defined in Section 13.2.

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

"Intellectual Property Rights" means any licenses, permits, franchises, trade secrets, intellectual property rights, trademarks, patents or copyrights with respect to the usage of any product, process, method, substance, material or technology necessary for the construction, use, operation, maintenance and enjoyment of the Stadium Project Improvements and FF&E. Notwithstanding the foregoing, the term Intellectual Property Rights shall not include any of the Intangible Property Licenses or Intangible Property Rights covered by the License Agreements, or any other intellectual property rights owned or separately licensed by the Club, the NFL team owned by the Club, the NFL, Rodeo, or their respective Affiliates.

"Landlord's Property Insurance Policy" is defined in the Club Lease.

"Lease Agreements" means the Club Lease and the Rodeo Lease.

"Leased Component" means any Component or other Property, whether on-site or off-site, that is covered by an Equipment Lease.

"Leased Premises" means, jointly, the "Leased Premises" as defined in the Club Lease and the "Leased Premises" as defined in the Rodeo Lease.

"Leasehold Estate" has the meaning given such term in the Club Lease or Rodeo Lease, as the context hereof requires.

“Lease Term” has the meaning given such term in the Club Lease or Rodeo Lease, as the context hereof requires.

“Legal Holiday” means any day, other than a Saturday or Sunday, on which the City’s or County’s administrative offices are closed for business.

“License Agreements” means collectively that certain NFL Club License Agreement dated as of the Effective Date between HCSCC and the Club and that certain HLSR License Agreement dated as of the Effective Date between HCSCC and the Rodeo, as the same may be amended, supplemented, modified, renewed or extended from time to time.

“Lien” means, with respect to any Property, any mortgage, lien, pledge, charge or security interests and with respect to the Leased Premises, the Stadium Project Improvements, the Development Improvements, the Practice Facilities and the FF&E, the term “Lien” shall also include 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.

“Maintenance” has the meaning given such term in the Lease Agreements.

“Mechanic’s Lien” is defined in Section 8.7.

“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 a Project Financing. The term “Mortgagee” shall be deemed to include the trustee and beneficiary under, and the party secured by, any such Mortgage.

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

“Non-Appropriation” has the meaning given such term in the Stadium Tri-Party Agreement.

“Non-Relocation Agreement” means the Non-Relocation Agreement by and between HCSCC and the Club, as the same may be amended, supplemented, modified, renewed or extended from time to time.

“OCIP” is defined in Section 12.1(a).

“Parking Letter” has the meaning given such term in the Lease Agreements.

"Parties" is defined in the first paragraph of this Project Agreement.

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

"Potential HCSCC Default," "Potential Club Default" and "Potential Rodeo Default" means, for each applicable Party, either (i) any then existing uncured breach by such Party which, but for the passage of time (with or without notice thereof from the other Party or Parties, if applicable), would constitute a Default by such Party under the terms of this Project Agreement or one of the other Principal Project Documents, or (ii) the then existence of any of the following: the making by HCSCC, the Club or Rodeo of any general assignment for the benefit of creditors until such assignment is rescinded; the filing by HCSCC, the Club or Rodeo, or against HCSCC, the Club or Rodeo, of a petition or proceeding to have HCSCC, the Club or Rodeo adjudged a bankrupt or of a petition or proceeding for reorganization or arrangement under any law relating to bankruptcy until the same is dismissed; the appointment of a trustee or receiver to take possession of substantially all of HCSCC's, the Club's or Rodeo's assets located at the Leased Premises or of HCSCC's, the Club's or Rodeo's interest in the Principal Project Documents, until possession is restored to HCSCC, the Club or Rodeo, respectively; or the attachment, execution or other judicial seizure of substantially all of HCSCC's, the Club's or Rodeo's assets located at the Leased Premises or of HCSCC's, the Club's or Rodeo's interest in the Principal Project Documents, until such seizure is discharged.

"Practice Facilities" has the meaning given such term in the Club Lease.

"Predevelopment Project Cost Reimbursements" means those amounts paid by the Club and Rodeo for architectural, engineering, and consulting and related fees for services performed in the design of the Project prior to the Effective Date which are reimbursable to the Club and Rodeo, respectively, pursuant to Sections 6.1 and 6.2 herein.

"Prime Construction Contract" means the contract between HCSCC and the Prime Construction Contractor which provides for the overall performance, supervision, coordination and management of the Project Improvements Work. The Parties acknowledge that on the Effective Date, the Prime Construction Contract approved by the Club and the Rodeo is that certain Standard Form of Agreement between Owner and Construction Manager where the Construction Manager is also the Contractor, dated as of March 10, 2000 between HCSCC and Manhattan/Beers, as amended by the Prime Construction Contract Amendment.

"Prime Construction Contract Amendment" means that certain Amendment No. 1 to Agreement between Owner and Construction Manager dated March 9, 2001 between Manhattan/Beers, a joint venture, and HCSCC.

"Prime Construction Contractor" means the Project Construction Contractor who contracts with HCSCC to provide for the overall performance, supervision, coordination and management of the Project Improvements Work. The Parties acknowledge that on the Effective

Date the Prime Construction Contractor approved by the Club and Rodeo is Manhattan/Beers, a joint venture of Manhattan Construction Company, an Oklahoma corporation, and Beers Construction Company, a Georgia corporation.

"Prime Lease" means the Second Amended and Restated Lease Agreement dated April 7, 1999, by and between the County, as lessor, and HCSCC, as lessee, whereby HCSCC leases the Astrodome Complex, 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 HCSCC, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the Recognition and Attornment Agreements.

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

"Project" means the design, development, construction and furnishing of the Project Improvements Work, all as required pursuant to the terms of this Project Agreement.

"Project Agreement" means this Agreement dated as of the Effective Date among HCSCC, the Club and Rodeo, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Project Budget" means the total project budget, as from time to time amended, for certain costs under the Project Construction Contracts for the Project, broken down in reasonable detail by "hard" and "soft" cost categories, including, but not limited to, separate line items for the amount payable under each of the Construction Agreements, allowances, contingencies, and pre-opening expenses. The Project Budget shall not include costs for Development Work or the HCSCC Remedial Work, financing costs, capitalized interest, certain consultant's fees, the cost for certain site improvements (including any applicable contractor's fees and general conditions for such work) and sales and use taxes.

"Project Completion Date" means the later of (i) the date of Final Completion of all of the Project Improvements Work in accordance with all of the requirements of this Project Agreement, and (ii) the Club Lease Commencement Date.

"Project Construction Contracts" means the contract or contracts between HCSCC and its construction contractors or construction managers for the performance, supervision, coordination, or management of all or any portion of the construction and furnishing of the Stadium Project Improvements, including (i) the Prime Construction Contract and (ii) if and to the extent that such work is not covered under the Prime Construction Contract, all other contracts and purchase orders relating to the construction and furnishing of the Stadium Project Improvements.

“Project Construction Contractor(s)” means any and all contractors and construction managers who contract directly with HCSCC to provide for the performance, supervision, coordination, or management of all or any portion of the Project Improvements Work.

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

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

“Project Improvements Architect” means Houston Stadium Consultants or such other design professional as may be approved by the Parties.

“Project Improvements Construction Schedule” means a schedule of critical dates, as from time to time amended, relating to the Project Improvements Work (which dates may be described or set forth as intervals of time from or after the completion or occurrence of the preceding task or event), which Project Improvements Construction Schedule shall contain, but shall not be limited to, the dates for (i) ordering and delivering of critical delivery items, such as construction components or items requiring long lead time for purchase or manufacture, or items which by their nature affect the basic structure or systems of the Stadium Project Improvements or Development Improvements, (ii) completion of the Project Plans in detail sufficient for satisfaction of all Governmental Rules (including issuance of necessary building permits), (iii) issuance of all building permits and satisfaction of all Governmental Rules prerequisite to commencement of the Project Improvements Work, (iv) commencement and completion of any of the Project Improvements Work, (v) delivery of the Leased Premises, and (vi) all material elements of pre-opening services.

“Project Improvements Work” means the Development Work and the Stadium Project Improvements Work.

“Project Plans” means individually and collectively, the concept drawings, schematic drawings, design development drawings and detailed working drawings and specifications for the Stadium Project Improvements, including Concession Improvements and FF&E, prepared by the Project Improvements Architect in the form approved by the Club, Rodeo and HCSCC as set out in this Project Agreement. The Project Plans shall include the “Final Drawings and Specifications,” as such term is used and defined in the Prime Construction Contract. As of the GMP Date, the Project Plans consist of the following (i) the drawings, specifications and other matters described in or reasonably inferable from Exhibit “A”, Exhibit “B”, Exhibit “C” and Exhibit “D” attached to the Prime Construction Contract Amendment and (ii) the items described in or reasonably inferable from Appendix F attached hereto. To the extent of any conflict between any of such exhibits or appendices, Appendix F attached hereto shall control.

“Project Savings” is defined in Section 11.2.

“Project Submission Matters” means each and all of the following and any amendments, changes, or modifications to the following, and in the case of contracts or agreements, entering into the same or the amendment, termination or cancellation thereof:

- (1) The Project Budget and the Stadium Project Improvements Budget;
- (2) The Project Improvements Construction Schedule;
- (3) The Project Plans, the Design Criteria, and design packages (to the extent HCSCC has approval or disapproval thereof);
- (4) The Prime Construction Contract, Architect’s Contract, or any of the other Construction Agreements, or the amendment, termination or cancellation thereof, including any consent, approval, modification or waiver of or to any of the foregoing by HCSCC which (i) releases any Project Improvements Architect or Project Construction Contractor from liability for any liquidated damages or other delay damages or (ii) in any way limits or adversely impacts, or could potentially limit or adversely impact, the rights of the Club or the Rodeo to receive any damages pursuant to Section 8.3;
- (5) Any Construction Contract Change Orders;
- (6) Any of the following under the Construction Agreements:
 - (a) Changes in scope or systems;
 - (b) Changes in quantity, kind, brand, manufacturer or quality of materials, finishes or equipment;
 - (c) Changes in schedule;
 - (d) To the extent HCSCC has approval thereof, the Project Contractor’s use of contingency and the payment of reimbursable expenses under the Architect’s Contract and the request for additional services under the Architect’s Contract;
 - (e) Selection of, and/or changes in, allowance items or alternatives;
 - (f) Changes in overall appearance or amenities;
 - (g) Issuance of any order for changes in the work under any Construction Agreement and (to the extent HCSCC has approval thereof) any

construction change directives, responses to requests for information, construction change authorizations, substitutions, submittals and submittal returns;

(h) Adding new or additional Project Construction Contracts;

(i) Policies of insurance and surety bonds required under the Project Construction Contracts; and

(7) The amount and use of any contingency in the Project Budget.

(8) Any (i) amendment, modification or change to the terms of any Construction Agreement (including, without limitation, the Prime Construction Contract) or sub-contractor agreement that exist as of the Effective Date to which a Project Construction Contractor (including, without limitation, the Prime Construction Contractor) is a party or (ii) any Construction Agreement or sub-contractor agreement entered into after the Effective Date to which a Project Construction Contractor (including, without limitation, the Prime Construction Contractor) is a party, to the extent that such amendment, modification or change or subsequent agreement in any way limits or adversely impacts, or could potentially limit or adversely impact, the rights of the Club or the Rodeo to receive any damages pursuant to Section 8.3 hereof.

“Project Term” is defined in Section 3.1.

“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 Substantial Completion 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 and Attornment Agreements” collectively means that certain NFL Club Recognition, Non-Disturbance and Attornment Agreement by and among HCSCC, the Club and the County and that certain HLSR Recognition, Non-Disturbance and Attornment Agreement by and among HCSCC, Rodeo and the County, as the same may be amended, supplemented, modified, renewed or extended from time to time.

“Recognized Environmental Condition” means the presence of any Hazardous Materials at, on, in or under the Leased Premises or the improvements located thereon.

“Regular Arbitration” is defined in Section 1.1 of Appendix C to this Project Agreement.

“Related Third Party Dispute or Controversy” is defined in Section 18.3.

“Representative” is defined in Section 2.1.

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

“Required Date for Substantial Completion” is defined in Section 8.2.

“Review and Approval or Consent Rights” is defined in Section 20.6(a).

“Reviewing Party” is defined in Section 20.6(a).

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

“Rodeo Default” is defined in Section 15.1(c).

“Rodeo Lease” means the HLSR Stadium Lease Agreement dated as of the Effective Date by and between Rodeo and HCSCC, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof and the terms of the Stadium Tri-Party Agreement.

“Rodeo Lease Commencement Date” means the “Commencement Date,” as such term is defined in the Rodeo Lease.

“Space Lease” has the meaning given such term in the Lease Agreements.

“Space Tenant” has the meaning given such term in the Lease Agreements.

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

“Stadium” means the approximately 69,250-seat, retractable roof, natural grass or palletized grass multi-purpose football stadium currently known as “The Harris County Stadium,” together with the FF&E, the Concession Improvements and the Club Facilities, to be constructed by HCSCC within the Astrodome Complex in Houston, Texas, in accordance with this Project Agreement and the Project Plans.

“Stadium Project Improvements” means the Stadium and all improvements appurtenant thereto or comprising a part of the same and all appurtenances and amenities relating to the same, all as described more fully in the Project Construction Contract(s), the Design Criteria, and the Project Plans (but excluding the Development Work and HCSCC Remedial Work).

“Stadium Project Improvements Budget” means the budget, as from time to time amended, for certain costs to construct the Stadium Project Improvements, including certain costs under the Prime Construction Contract (including a contingency, hard construction costs, and the Prime Construction Contractor’s fee) and certain site development costs. The Stadium Project Improvements Budget does not include Development Work, HCSCC Remedial Work, sales and use taxes, architectural and engineering fees and other consultants’ fees, such as an owner’s representative and materials testing.

“Stadium Project Improvements Work” means the design, development, construction, furnishing, and opening of the Stadium Project Improvements in accordance with this Project Agreement.

“Stadium Site” means that portion of the Astrodomain Complex shown pictorially on Appendix E and being the limits of construction for the Stadium.

“Stadium Tri-Party Agreement” means that certain Stadium Tri-Party Agreement, by and among the Club, Rodeo, and HCSCC, as the same may be amended, supplemented, modified, renewed or extended from time to time.

“Submitting Party” is defined in Section 20.6(a).

“Substantial Completion” means, when used with respect to the work described in the Prime Construction Contract, “Substantial Completion” or similar term, as defined in the Prime Construction Contract, and with respect to the balance of the Project Improvements Work or any component thereof, the substantial completion of all aspects of such work and improvements in accordance with all Governmental Rules and substantially in accordance with the requirements for the same contained in this Project Agreement such that, subject only to minor punch-list type items, (i) all such work and improvements and systems are complete and, regardless of such punch-list type items, all of improvements are ready for use and occupancy for their intended purposes and are fully operational, (ii) all permits, licenses, inspections and certifications required by Governmental Rule or Intellectual Property Rights for the use and occupancy of the Leased Premises in accordance with the Lease Agreements have been issued or successfully passed, as the case may be, and are in full force and effect (excluding liquor license permits and permits related to the Concession Improvements), and (iii) the Project Contractor shall have cleaned the Stadium Site in accordance with its obligations to do so under the Project Construction Contract. It shall also be a requirement of Substantial Completion that (i) a Responsible Officer of HCSCC shall complete and deliver to the Club and Rodeo an unqualified certificate certifying to the Club and Rodeo that Substantial Completion of the Project Improvements Work has occurred, and (ii) HCSCC and the Project Architect shall have issued to the Project Contractor written evidence of their concurrence that Substantial Completion has

occurred under the Project Construction Contract, and HCSCC shall have delivered to the Club and Rodeo a copy thereof, together with a copy of Certificate of Substantial Completion (as defined in the Project Construction Contract) signed by the Project Improvements Architect and the Project Contractor.

“Substantial Completion Date” means the date on which Substantial Completion of all of the Project Improvements Work occurs.

“Tenant Caused Delay” means any delay caused by (i) the failure of the Club or Rodeo to perform (or delay by the Club or Rodeo in performing) any of their respective obligations under this Project Agreement or the other Principal Project Documents, as applicable, (ii) the negligence or willful misconduct of the Club or Rodeo or any of their respective agents, contractors, employees or Space Tenants, or (iii) the Club, Rodeo or any of their respective agents, contractors, employees or Space Tenants causing an Environmental Event or any Hazardous Materials to be introduced to the Stadium Site.

“Tenant Requested Item” means with respect to either the Club or Rodeo a Project Submission Matter or a change in a Project Submission Matter requested by such Party under Section 10.4 after the Effective Date which results in an incremental net cost or expense to the Project.

“Tenant Requested Item Amount” is defined in Section 10.5.

“Texas General Arbitration Act” is defined in Section 1.1(b) of Appendix C to this Project Agreement.

“Transfer” is defined in Section 16.1.

“VE Item” means any change to the Project Plans agreed upon by the Parties, which if implemented would have the net effect of reducing the costs of the Project.

“Workers’ Compensation Policy” is defined in Section 12.1(c)(ii).

APPENDIX B
TO
PROJECT AGREEMENT

ADDRESSES FOR PAYMENTS AND NOTICES/
DESCRIPTION OF ACCOUNTS

A. HCSCC: HARRIS COUNTY SPORTS & CONVENTION CORPORATION

- (1) HCSCC's Account: All payments to HCSCC shall be delivered to HCSCC 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) Notices: All notices to HCSCC 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 HCSCC 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. THE CLUB: HOUSTON NFL HOLDINGS, L.P.

- (1) The Club's Account: All payments to the Club shall be delivered to the Club at the following address:

Houston NFL Holdings, L.P.
711 Louisiana, 33rd Floor
Houston, Texas 77002-2716
Attention: Chief Financial Officer

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

- (2) Notices: All notices to the Club shall be sent to:
Houston NFL Holdings, L.P.
711 Louisiana, 33rd Floor
Houston, Texas 77002-2716
Attention: Robert C. McNair
Facsimile Number: (713) 336-7778

with copies of notice to the Club being sent to:

Houston NFL Holdings, L.P.
711 Louisiana, 33rd Floor
Houston, Texas 77002-2716
Attention: Stephen W. Patterson
Facsimile Number: (713) 336-7791

and

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

C. RODEO: HOUSTON LIVESTOCK SHOW AND RODEO, INC.

- (1) Rodeo's Account: All payments to Rodeo shall be delivered to the Rodeo at the following address:

Houston Livestock Show & Rodeo, Inc.
P.O. Box 20070
Houston, Texas 77225-0070
Attention: General Manager

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

- (2) Notices: All notices to Rodeo shall be sent to:
Houston Livestock Show & Rodeo, Inc.
P.O. Box 20070
Houston, Texas 77225-0070
Attention: General Manager
Facsimile Number: (713) 794-9587

with copies of notice to the Rodeo being sent to:

Bracewell & Patterson, LLP
South Tower Pennzoil Place
711 Louisiana Street, Suite 2900
Houston, Texas 77002-2781
Attention: Thomas O. Moore
Facsimile Number: (713) 221-1212

APPENDIX C
TO
PROJECT AGREEMENT

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 such term is defined in Section 1.2 of this Appendix C), binding arbitration of Disputes or 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 other Parties 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 any request to arbitrate under this paragraph shall be delivered within ninety (90) days of the date the electing Party receives service of process in such legal proceeding. Except to the extent provided in this Appendix C, the arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association by a single arbitrator to be appointed upon the mutual agreement of the Parties within twenty (20) days of the date the written request for arbitration was delivered to the other Parties. 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 other Parties. In the event the Parties are unable to agree on a single arbitrator within the twenty (20) day period, then the arbitrator shall be appointed by the then-serving administrative judge of the civil trial division of Harris County, Texas or any successor thereto within the next ten (10) day period. The Party seeking arbitration shall make the Parties' request for appointment of an arbitrator and furnish a copy of the aforesaid description of the Dispute or Controversy to said judge. Each Party may, but shall not be required to, submit to said judge a list of up to three (3) qualified individuals as candidates for appointment as the arbitrator whose schedules permit their service as arbitrator within the time periods set forth herein. The arbitrator appointed by the judge need not be from such lists.

(b) Within thirty (30) days of the date the arbitrator is appointed, the arbitrator shall notify the Parties in writing of the date of the arbitration hearing, which hearing date shall be not less than one-hundred twenty (120) days from the date of the arbitrator's appointment. The arbitration hearing shall be held in Houston, Texas. Except as otherwise provided herein, the proceedings shall be conducted in accordance with the procedures of the Texas General Arbitration Act, TEX. CIV. PRAC. & REMEDIES CODE §§ 171.001 *et seq.* (the "Texas General Arbitration Act"). Depositions may be taken and other discovery may be made in accordance with the Texas Rules of Civil Procedure, provided that (i) depositions and other discovery shall be completed within ninety (90) days of the appointment of the arbitrator, (ii) there shall be no evidence by affidavit allowed, and (iii) each Party shall disclose a list of all documentary evidence to be used and a list of all witnesses and experts to be called by the Party in the

arbitration hearing at least twenty (20) days prior to the arbitration hearing. The arbitrator shall issue a final ruling within thirty (30) days after the arbitration hearing. Any decision of the arbitrator shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered pursuant to the foregoing, which may include an award or decree of specific performance hereunder, shall be final and binding on, and nonappealable by, the Parties and judgment thereon may be entered or enforcement thereof sought by any Party in a court of competent jurisdiction. The foregoing deadlines shall be tolled during the period that no arbitrator is serving until a replacement is appointed in accordance with this Appendix C.

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

1.2 Fast-Track Arbitration. Within sixty (60) days following the Effective Date, the Parties shall agree upon an independent third party mutually acceptable to all Parties (the “Fast-Track Arbitrator”) and an alternate third party (the “Alternate”) to decide Disputes or Controversies required by this Project Agreement to be resolved by Fast-Track Arbitration. If the Parties are unable to agree on a third party to serve as the Fast-Track Arbitrator or 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 C.

(a) Arbitration known as “Fast-Track Arbitration” shall be conducted in accordance with the following procedures. Any Party may refer a Dispute or Controversy required to be resolved by Fast-Track Arbitration by providing written notice to the Fast-Track Arbitrator and the other Parties. 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. (No Party may refer any Dispute or Controversy required by the Project Agreement to be resolved by Fast-Track Arbitration to Regular Arbitration, except in the circumstances described in the second sentence of Section 1.2 above or in Section 1.2(c) below.) If a Party gives written notice of the referral of such Dispute or Controversy to Fast Track Arbitration, the other Parties shall be bound to enter into Fast-Track Arbitration and may not utilize the procedures of Regular Arbitration. The Parties may also mutually agree to enter into Fast-Track Arbitration to resolve any other Dispute or Controversy (in addition to those listed above) 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, and the arbitrator shall diligently endeavor to resolve such 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 C), 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 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 Parties 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 to Section 1.1 of this Appendix C.

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 the construction of multi-purpose public sports and entertainment facilities by public entities for professional sports teams, concert promoters and producers of rodeo events. All arbitrators shall, upon written request by any 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 a Party, the City, the Sports Authority, the County, any County Affiliate, the NFL or any member team of the NFL, or have any material financial dependence upon a Party, the City, the Sports Authority or the County, the NFL or any member team of the NFL, 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. Factors for Arbitrator's Consideration. In determining the appropriate resolution of a Dispute or Controversy, whether in Regular Arbitration or Fast-Track Arbitration, the arbitrator may consider the following factors, if applicable, and any other relevant factors: (a) the physical capacity of the Stadium, (b) the objective of providing a high level of service and amenities to the Club and Rodeo at the Leased Premises; (c) the interest of spectators in having a modern, efficient, safe, comfortable and convenient stadium in which to view football games and rodeo events; and (d) 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 other NFL football stadia and their NFL tenants or licensees.

Section 4. Applicable Law; Limitations on Authority. The agreement to arbitrate set forth in this Appendix C 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 5. 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 6. 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 any Party from its ongoing duties and obligations under this Project Agreement 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 7. Complete Defense. The Parties agree that compliance by a Party with the provisions of this Appendix C shall be a complete defense to any suit, action or proceeding instituted in any federal or state court, or before any administrative tribunal by another Party with respect to any Dispute or Controversy which is subject to arbitration as set forth herein, other than a suit or action alleging non-compliance with a final and binding arbitration award rendered hereunder.

APPENDIX D
TO
PROJECT AGREEMENT

INSURANCE PLAN ADDITIONAL REQUIREMENTS

1. **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 of all Project Improvements Work
 - 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 the Club and Rodeo.

b. Minimum limits:

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

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

- c. Deductible or self-insured retention not to exceed: \$250,000 any one accident for bodily injury, death and property damage

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

a. Extensions of coverage:

- i. Other States endorsement
- ii. Voluntary compensation, if exposure exists
- iii. United States Longshoreman's and Harbor Worker's Act, if exposure exists
- iv. Jones Act, if exposure exists
- v. Thirty (30) day notice of cancellation, non-renewal or material change in coverage
- vi. Amendment of notice of occurrence

b. Specific waiver of subrogation in favor of the Club and Rodeo.

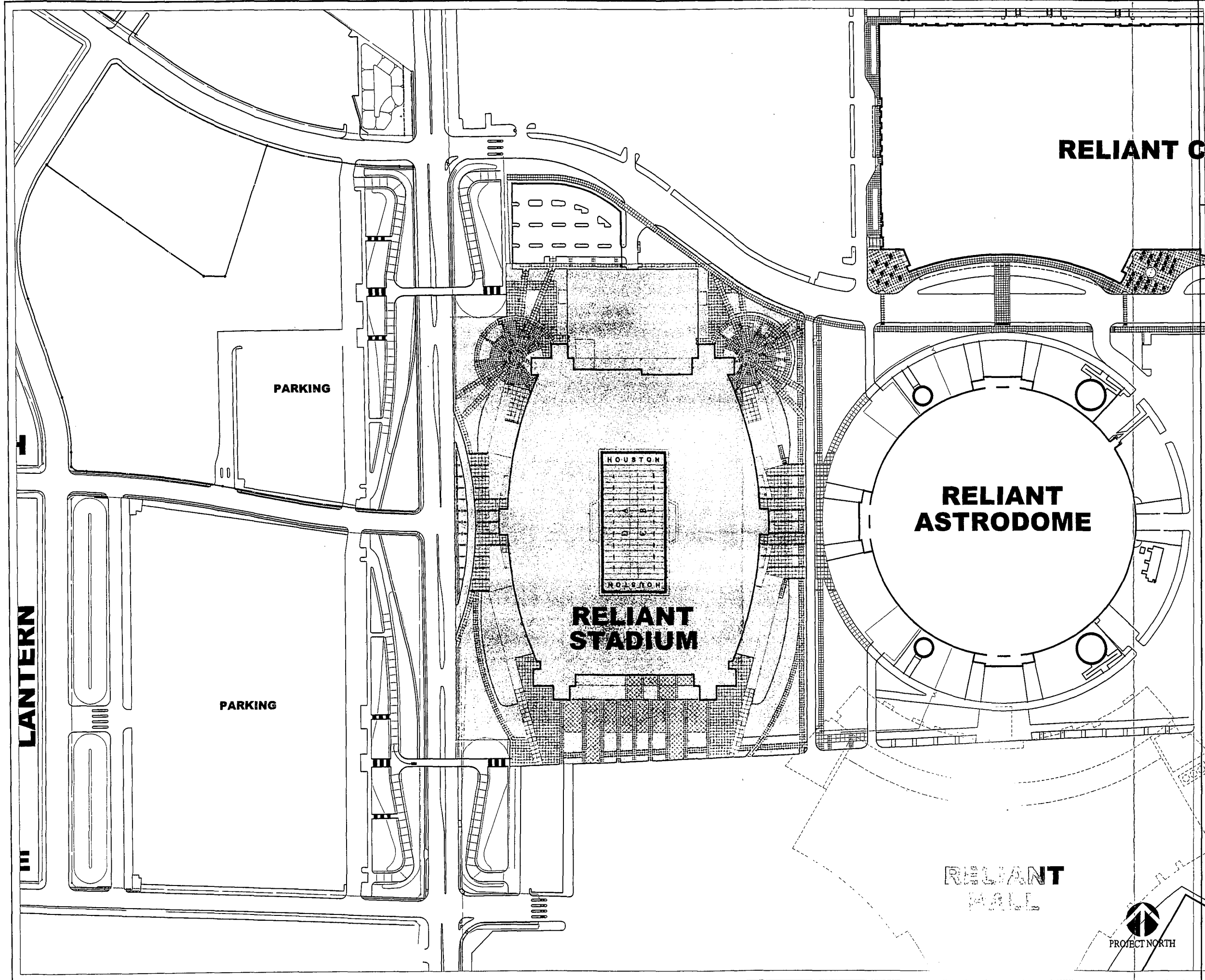
- c. Deductible or self-insured retention not to exceed: \$250,000 any one accident for bodily injury, death or property damage.

- d. Alternate Employer Endorsement in favor of the Club and Rodeo with respect to the workers compensation policy.

**APPENDIX E
TO
PROJECT AGREEMENT**

STADIUM SITE

[SEE ATTACHED]



RELIANT PARK
5/17/01
PROJECT AGREEMENT
APPENDIX 'E'
DEPICTION OF
STADIUM SITE



STADIUM SITE

LANTERN

RELIANT
HALL



**APPENDIX F
TO
PROJECT AGREEMENT**

CLARIFICATIONS TO PROJECT PLANS

- (A) To be included in the Stadium Project Improvements:
- (1) The items described on Appendix F-1
- (B) To be included in the Stadium Project Improvements subject to resolution by the Parties:
- (1) Sound baffles in smaller auditorium and visitor's center ("Finishes", Item No. 2 on Exhibit "B" to the Prime Construction Contract Amendment)
 - (2) Media Enhancements/Specialties ("Specialties" on Exhibit "B" to the Prime Construction Contract Amendment)
 - (3) East Ramp stairs
 - (4) Rotational signage
 - (5) Site wayfinding signage
 - (6) Terrazo v. Concrete flooring
 - (7) Use of savings from reduction in glass railing
 - (8) Add for decorative railing
 - (9) Buildout of Business Center
- (C) Items temporarily excluded from the Stadium Project Improvements unless otherwise agreed to by the Parties:
- (1) West side escalators (approx. \$700-800K)
 - (2) Palletized field (approx. 4.3 million)
 - (3) Site Development reduced to approx. \$3.2 million from approx. \$7.2 million
 - (4) Lapendary banners (approx. \$1 million)

(D) Items anticipated to be included in the Stadium Project Improvements pursuant to the terms of Section 10.5:

- (1) Logos on stonework on concourses
- (2) Skybox buildout
- (3) Changes to Mega & Super Suites on South Endzone
- (4) Design and upgrade costs to RCM's suite above \$250,000
- (5) HDTVs in Club Lounges

APPENDIX F-1 TO PROJECT AGREEMENT

Alt No. 9 Escalator System W. Side
Add'l Mezzanine (SW) Sq. Ft. RFP#1
Skybox Structure RFP#2
Elevators B2, C2 & D2
Skybox MEP (not included with RFP #2)
Added Rodeo Show Power per ASI #36
Added Tele / Data Outlets in ASI #36
Halo Suites Including Structural
Elevator Stops @ Halo Suites
Upper Suite Bridge including Structural
Lower Suite Bridge including Structural
CCD No. 9 changes to Exterior Glass
Additional Allowance of \$1,811,136 for Glass Handrail
South Mezzanine Structural increase in SF
Embed Package for Mezz & Future Glazing Options (392 ea)
Musco Shutters
ASI 35 & 36 Changes to Mechanical
STAD 07F Add. #3 Plumbing Changes Increased Piping Size
76 Handsinks at Concessions per ASI #36
HW to Family Toilet per ASI #36
Urethane Floor Sealer RFP #8 Concessions Req. (OMP)
Gas Vent Piping per ASI #36 Concessions Req. (OMP)
Fit Out of Kitchen/Commissary/Concessions (excluding Equipment)
Suite Revisions Budget Estimate
Maple Veneer in lieu of cherry (est 67 doors)
Suite TV Brackets / Shelving per Quality (FF&E) 300k Allowance
Alt. No. 17 – Theme Bars
Alternate No. 11 Mini-Suites
NFL Team Administrative Offices
NFL Home Team Facilities
Business Center Space Based on New Design Info (\$/sf x2) (OMP)
Visitor Center
Team Store, Club Merchandise Rooms (shell only)
Pools
Weight Room Glazing
South Lobby Enhancements (5268 sf x \$46.47/sf upgrade)
South Lobby Elevator
Rerouting HVAC in Corridors
Sec System Command Center Allowance
Sec System Team Ops
Sec System Team Ops Conduit

Sec System Ground Signal Distribution
Sec System Bowl CCTV
Sec System Bowl CCTV Conduit

A/E Fees related to the following:

VE Item G-015, Construct Thirty-Two (32) mini-suites without toilets in lieu of twenty-four (24) regular suites with toilets and construct a toilet bank in each quadrant of the stadium all on the upper suite level.
Alternate No. 1, Halo suites slab and MEP rough-in only.
Alternate No. 2, Construct upper suite level bridge.
Alternate No. 3, Construct lower level suite bridge.
Alternate No. 4, construct side line skybox structure slab and MEP rough-in only.
Alternate No. 5, Construct certain areas of exterior walls at future retail spaces of window wall and glass in lieu of EFIS.
Construction of all areas in the service level and service level mezzanine that are in excess of September 22, 1999 program as shown on ASI 36.
North Parking Lot Revisions.
Media Enhancements Design
Stadium Television System Design Changes
AD Panels and Sponsor Signage Design (Ad Panels) excluding structural design fees
AD Panels and Sponsor Signage Design (Concession Facia Signage)
AD Panels and Sponsor Signage Design (Sponsor Signage)
Concession Build-out Design
Revise Glazing in Quadrant "D"
Patch Room Configuration
Add conduit and boxes for portable POS
Analysis of multiple glass options
Lapendary banners support system revisions
Lower Suite Design Changes
VE 15-017 Grease Duct change Vent Master
VE 15-021 Delete gas cooking to concessions / Electric / Gas in Main
S. End Mezzanine Structural
SW Quad Mezzanine Structural
Telephone Relocations per ASI 34
Removable Seating for Stage Installation