
STADIUM TRI-PARTY AGREEMENT

by and among

HARRIS COUNTY SPORTS & CONVENTION CORPORATION

and

HOUSTON NFL HOLDINGS, L.P.

and

HOUSTON LIVESTOCK SHOW AND RODEO, INC.

The Harris County Stadium
Houston, Texas

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STADIUM TRI-PARTY AGREEMENT

THIS STADIUM TRI-PARTY AGREEMENT (this "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** ("Landlord"), a local government corporation organized under the laws of the State of Texas, **HOUSTON NFL HOLDINGS, L.P.** ("Team" or a "Tenant"), a Delaware limited partnership and **HOUSTON LIVESTOCK SHOW AND RODEO, INC.** ("Rodeo" or a "Tenant"), a not-for-profit Texas corporation. Team, Rodeo and Landlord collectively are sometimes referred to herein as the "Parties," and each of Team, Rodeo and Landlord individually is sometimes referred to herein as a "Party."

RECITALS

A. The Team and Landlord have of even date herewith entered into the Team Lease and the Rodeo and Landlord have of even date herewith entered into the Rodeo Lease, whereby each Tenant has respectively acquired certain leasehold interests in the Astrodomain Complex from Landlord pursuant to the Lease Agreements.

B. In connection with the Lease Agreements, the Parties desire to set forth certain of their respective additional agreements relating to the Astrodomain Complex, on, subject to and in accordance with the terms hereof and thereof.

AGREEMENTS

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

ARTICLE 1 **DEFINITIONS**

Section 1.1 Definitions and Usage. Unless the context otherwise requires, capitalized terms used in this Agreement have the meanings set forth below or otherwise assigned to them in this Agreement or, if any such term has not had a meaning assigned to it in this Agreement, such term shall have the meaning assigned to it in the Lease Agreements. Rules of Usage are set forth in Section 1.2 below.

"Acceptable Bank" means The Chase Manhattan Bank or any other domestic bank or financial institution mutually agreed to by the Landlord, Team and Rodeo.

"Actions or Proceedings" has the meaning set forth in the Lease Agreements.

"Additional Landlord Work" has the meaning set forth in Section 9.2.

"Additional Landlord Work Design Plans" means the final schematic design plans for Additional Landlord Work showing all material elements of such Additional Landlord Work.

"Additional Parking Land " has the meaning set forth in the Lease Agreements.

"Additional Team Event Days" has the meaning given to "Tenant Event Days" under the Team Lease.

"Additional Team Events" has the meaning given to "Tenant Events" under the Team Lease.

"Additional Tenant Work" has the meaning set forth in Section 9.1.

"Additional Tenant Work Design Plans" means the final schematic design plans for Additional Tenant Work of a Tenant showing all material elements of such Additional Tenant Work.

"Advertising" means, collectively, all advertising, sponsorship and promotional activity, Signage, messages and displays of every kind and nature, whether now existing or developed in the future, including, without limitation, permanent, non-permanent and transitory Signage or advertising displayed on permanent or non-permanent advertising panels or on structures, portions of the Stadium, fixtures or equipment (such as Scoreboard advertising and canopy advertising); audio or video public address advertising and message board advertising; programs; electronic insertion and other forms of virtual signage; advertising on or in schedules, admission tickets and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by concessionaires or personnel (such as ushers and ticketakers) engaged in the operation of any Event; and logos, slogans or other forms of advertising affixed to or included with such items including but not limited to: cups, hats, T-shirts; advertising of Concessions (including menu boards and point of purchase concession advertising within the Stadium or within the Concession Rights Area); advertising through Broadcast Rights, advertising through Telecommunications Rights; advertising through Domain Name Rights; and other concession, promotional or premium items, excluding Naming Rights, Branding Rights, Service Rights and Pourage Rights.

"Affiliate" shall have the meaning set forth in the Lease Agreements.

"Ambush Marketing" means any marketing and/or promotional activities or the sale of any consumable or non-consumable concessions by Persons who are either unaffiliated with or not licensed or sanctioned by any Party hereto (an "Independent Party") and which seeks to misappropriate or capitalize on the goodwill and commercial opportunities generated, from time to time, by any Party with respect to either (x) any Event at the Stadium or on the Complex Grounds Booked by such Party (including any part of the Spring Rodeo and the Rodeo Festival held elsewhere in the Astrodome Complex pursuant to the Existing Rodeo Lease) or (y) any consumable or non-consumable concessions generated from such Event (including any part of the Spring Rodeo and the Rodeo Festival) whether or not any such Independent Party markets or sells third party licensed event

or sports trademarks, logos or other intellectual property rights or uses substitute or alternate images and symbols in an attempt to sell, market or promote any items similar to any Concessions or (z) any Advertising or Signage of or from such Event or any other advertising or signage that is permitted by the Rodeo during the Spring Rodeo or Rodeo Festival pursuant to the Principal Project Documents.

"Amenities Package" means collectively, any amenities (that do not constitute Naming Rights or Signage) that a Tenant or Landlord may provide to the Naming Rights holders or beneficiary, Sponsors and/or licensees of Suites and/or holders of tickets that are separate and additional to such Person's right to view a Tenant Event, Tenant Non-Event or Landlord Event including by way of example, but not limitation, media, program advertising, hospitality and other benefits that allow such Person to be associated with the Team, the Rodeo or the Landlord, as the case may be, or have some type of official status with the Team, the Rodeo or the Landlord and which the Team, the Rodeo and/or the Landlord (as the case may be) have the right to provide under the Principal Project Documents or which are otherwise not prohibited hereunder and thereunder.

"Appropriation" means, with respect to any payment obligation or other monetary obligation of the County that may from time to time exist or arise under any of the Principal Project Documents during a fiscal year, the approval and setting aside by the County of an adequate amount of funds to satisfy the payment obligation or other monetary obligation of the Landlord or the County.

"Approved Amount" has the meaning set forth in Section 10.3 hereof.

"Arbitration Procedures" shall have the meaning set forth on Exhibit A attached hereto.

"Astrodomain Complex" has the meaning set forth in the Team Lease.

"Astrodomain Joint Marketing Terms and Conditions" has the meaning set forth in Section 5.9.

"Benefits Revenues" means any revenues derived from the sale of Amenities Packages.

"Black-out Period" means the period from December 15 through the following April 15.

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

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

"Book," "Booked" and other forms of that term, have the meaning set forth in the Lease Agreements.

"Branding Rights" means the exclusive right to designate those products and retail rights that may be sold, displayed or delivered on an exclusive or non-exclusive basis to, at or in the area in question and excludes Pourage Rights and Service Rights.

"Broadcast Rights" has the meaning set forth in the License Agreements.

"Business Center" means conference rooms and meeting rooms in the Stadium as shown in the Plans depicted on Exhibit "B" attached hereto.

"Capital Repair" or "Capital Repairs" has the meaning set forth in the Lease Agreements.

"Capital Repair Committee" has the meaning set forth in Section 10.1 hereof.

"Capital Repair Expenses" has the meaning set forth in the Lease Agreements.

"Capital Repair Reserve Account" has the meaning set forth in the Lease Agreements.

"Capital Repair Reserve Fund" has the meaning set forth in the Lease Agreements.

"Casualty Repair Work" has the meaning set forth in the Lease Agreements.

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

"Club" means the private club facilities on the Club Levels as depicted on Exhibit "C" attached hereto.

"Club Level" means the level(s) of the Stadium containing lounges, restaurants, entertainment areas and Club Seats as depicted on Exhibit "D" attached hereto, as the same may be modified by mutual agreement of the Parties.

"Club Seats" means those seats located in the Club Level(s) of the Stadium.

"Comparable Facilities" has the meaning set forth in the Lease Agreements.

"Comparable Users" shall mean and refer to (i) professional football teams franchised by the NFL; and (ii) other customary users of Comparable Facilities such as promoters of concerts, family shows, conventions and other public events customarily held in Comparable Facilities.

"Complex Grounds" has the meaning set forth in the Team Lease.

"Complex Manager" means SMG, a Pennsylvania general partnership or any successor but only to the extent that such successor (i) is approved by the Landlord for the day-to-day management and operations of the Astrodomain Complex and the Additional Parking Land and (ii) satisfies the Management Standards.

"Concession Agreement" means the agreement(s) entered into with the Concessionaire(s) to provide the Concession Operations as contemplated by Section 5.1 hereof.

"Concession Facilities" means any concession stands, vendors commissaries, carts, kiosks, condiment stands, novelty stands, portable specialty carts, food courts, and other permanent or temporary structures for Concessions or at which Concession shall be prepared, stored, served and/or offered or distributed for sale.

"Concession Operations" means the exercise and operation of all Concession Rights within the Concession Rights Area.

"Concession Revenues" means all revenues generated or derived from the sale of Concessions in the Concession Rights Area, but not (i) any revenues generated or derived from the sale of consumable or non-consumable concessions by or on behalf of the Rodeo pursuant to the Rodeo Lease or the Existing Rodeo Lease or (ii) any revenues generated or derived from the Joint Club/Rodeo Store, the Team Facilities or the Practice Facilities.

"Concession Rights" means, collectively, the right to license, sell, display, distribute, and store all Concessions within the Concession Rights Area, but excluding the right during Rodeo Tenant Events or Rodeo Tenant Non-Events to license, sell, display, and store those consumable and non-consumable concessions that the Rodeo has the right to license, sell, display, distribute or store for or during any Rodeo Tenant Events or Rodeo Tenant Non-Events within the Concession Rights Area pursuant to the terms of the Rodeo Lease or the Existing Rodeo Lease. Subject to the provisions of Section 5.1 and the rights of the Rodeo with respect to the same during Rodeo Tenant Events and Rodeo Tenant Non-Events pursuant to the Rodeo Lease and Existing Rodeo Lease, the Concession Rights shall include the right to assemble, stage, display, operate, locate and/or store Concession Facilities.

"Concession Rights Area" means, all areas within the Stadium, Highly Restricted Area and Complex Grounds (but specifically excluding the Astrodome, the Exhibition Hall, the Astroarena, the Joint Club/Rodeo Store, the Team Facilities, the Practice Facilities, the Rodeo Facilities, and any other future buildings permitted under Section 7.2 hereof and the improvements permitted pursuant to Section 7.1 hereof) in which the Team, Rodeo and Landlord and their jointly licensed Concessionaire(s) under Section 5.1 shall be permitted to assemble, stage, display, operate, locate and/or store Concession Facilities pursuant to Section 5.1. With respect to any of the foregoing areas in which the Rodeo has any Pourage Rights pursuant to the Rodeo Lease or the Existing Rodeo Lease or the right to license, sell, distribute, or store any consumable or non-consumable concessions for or during Rodeo Tenant Events or Rodeo Tenant Non-Events pursuant to the terms of the Rodeo Lease or the Existing Rodeo Lease, the Concession Rights Area under this Agreement shall exclude such areas to the extent of such rights of the Rodeo under the Rodeo Lease or the Existing Rodeo Lease. The Concession Rights Area within the Parking Facilities outside of the Highly Restricted Area located on the Complex Grounds during times when there occurs both Team Tenant Events (other than Football Home Games for which no Landlord approval shall be required) and Landlord Events (to the extent permitted by the Team Lease) shall be subject to the mutual approval of the Team and the Landlord.

"Concessionaire(s)" means any Person(s) operating the Concession Operations.

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

"Concessions Signage" means Signage that identifies Concessions.

"Conflicted Event" has the meaning set forth in Section 3.2.

"Consumable Concessions" means, in the Concession Rights Area, collectively, the sale and service of food and beverages, the sale and service of alcoholic beverages (subject to procurement of all necessary licenses and permits required by any Governmental Authority), catering and banquet sales and services (including, but not limited to, catering service with respect to any Suites), all of the foregoing related to the Events held at the Stadium.

"County" has the meaning set forth in the Lease Agreements.

"Design Criteria" has the meaning set forth in the Project Agreement.

"Dispute or Controversy" has the meaning set forth in Section 15.1.

"Domain Name Rights" has the meaning set forth in the License Agreements.

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

"Enforceable Contracts" has the meaning set forth in Section 12.1.

"Event" means either a Tenant Event or a Landlord Event.

"Event of Default" is defined in Section 14.1 hereof.

"Exclusivity Right(s)" means any exclusive right, of whatever kind or nature that any Party has a right to grant under the terms of the Principal Project Documents that is included in (i) any Pourage Rights, Branding Rights, Service Rights, Naming Rights, Signage, Concession Rights and/or Fixed Permanent Signage rights, (ii) any Fixed Rotational Signage rights sold by a Tenant for the duration of such Tenant's Six-Month Period, (iii) the rights granted to the Rodeo under the Rodeo Lease or the Existing Rodeo Lease, and (iv) the rights granted to the Team under the Team Lease. Exclusivity Rights are subject to change, from time to time, during the Term.

"Exhibition Hall" has the meaning set forth in the Lease Agreements.

"Existing Letter Agreement" has the meaning set forth in the Lease Agreements.

"Existing Rodeo Lease" means the Rodeo's existing lease of the Astrodomain Complex, as more fully described on Exhibit "E" hereto, as amended by the Rodeo Lease Amendment, as the same may be further amended, supplemented, modified, renewed or extended, from time to time,

provided however no further such amendment, supplement, modification, renewal or extension shall be effective against the Team if the terms thereof conflict with the terms of the other Principal Project Documents.

"Fast Track Arbitration" has the meaning set forth in Exhibit "A" hereof.

"Fixed Permanent Signage" means (i) all Signage, other than Fixed Rotational Signage and Temporary Signage, that is located within the Stadium or is on the Stadium building itself and which in either case is permanently affixed to the Stadium building, (ii) the Signage on the Marquee(s), and (iii) Advertising, if any, located on a web page established for the benefit of the Stadium (but not the County's, the Landlord's, Team's or Rodeo's own web pages). With respect to the Fixed Permanent Signage located within the Stadium, the placement of such Signage shall be limited to the following areas: (i) Stadium seating bowl, but only to the extent that the Signage is not normally visible to television cameras broadcasting the Event (e.g., cupholders, etc.), unless exceptions are mutually agreed upon between the Team and Rodeo and (ii) other areas within the Stadium, other than the Stadium seating bowl, such as concourses, marquees, levels (gate, area, room, activity or similar entity), Naming Rights Signage and Concessions Signage. The Fixed Permanent Signage in the Stadium seating bowl will not rotate or change during an Event.

"Fixed Rotational Signage" means the Signage in the Stadium seating bowl on the facades between the levels of the Stadium and on the Scoreboard area which is permanently affixed to the Stadium, but which has ad copy that can rotate during an Event.

"Football Home Games" has the meaning set forth in the Team Lease.

"Fulfillment Costs" means all reasonable out-of-pocket costs incurred for (i) the production and fabrication (to the extent not in the Project Budget) of Signage and Advertising, (ii) maintaining the Advertising copy installed in the Signage, and (iii) sales, including third party agency costs and commissions and commissions (of no more than fifteen percent (15%)) payable to in-house marketing staff of either the Team, the Rodeo or the Landlord in connection with satisfying all obligations to any Naming Rights holders or Sponsors in respect thereof. In no event shall Fulfillment Costs include the costs of providing any Amenities Package associated therewith.

"Funding Agreement" has the meaning set forth in the Lease Agreements.

"Game Day" has the meaning set forth in the Team Lease.

"General Seating" means all of the seats at the Stadium that are not Premium Seating.

"Halo Suites" means those Suites, if constructed, as depicted on Exhibit "F" attached hereto.

"Highly Restricted Area" means that portion of the Astrodome Complex as depicted on Exhibit "G" attached hereto which area constitutes a limited area surrounding the Stadium.

"Incidental Events" has the meaning set forth in the Lease Agreements.

"Insurance Account" has the meaning set forth in the Lease Agreements.

"Insurance Fund" has the meaning set forth in Article 11.

"Insurance Proceeds" has the meaning set forth in the Lease Agreements.

"Interest Rate" has the meaning set forth in the Lease Agreements.

"Interlocal Agreement" has the meaning set forth in the Funding Agreement.

"Joint Club/Rodeo Store" has the meaning set forth in the Team Lease.

"Joint Suites" has the meaning set forth in Section 8.1.

"Landlord Default" has the meaning set forth in the Lease Agreements.

"Landlord Event" means any event held at the Astrodomain Complex, except Tenant Events, and Tenant Non-Events, but including, without limitation, Special Events, concerts, motor sports, Recurring Events, amateur sports, World Class/National events that are not Special Events, and subject to the provisions of this Agreement and the other Principal Project Documents, professional sports and sports entertainment events.

"Landlord Event Day" means the entirety of a day on which a Landlord Event is held at the Astrodomain Complex.

"Landlord Failure" has the meaning set forth in the Lease Agreements.

"Landlord Transfer" has the meaning set forth in Section 17.3.

"Landlord's Land" has the meaning given to it in the Lease Agreements.

"Landlord's Parking Spaces" means those parking spaces as depicted on Exhibit "H" attached hereto.

"Landlord's Suite" has the meaning set forth in Section 8.9.

"Lease Agreement(s)" individually refers to either the Team Lease or the Rodeo Lease and, as the context may require, collectively refers to both the Team Lease and the Rodeo Lease.

"Legal Holiday" has the meaning set forth in the Lease Agreements.

"License Agreements" means, collectively the NFL Club License Agreement and the Rodeo License Agreement.

"Maintenance" has the meaning set forth in the Lease Agreements.

"Major Convention" means a national convention or meeting presented by a particular industry, which (i) uses the Stadium and at least seventy-five percent (75%) of the aggregate leasable exhibition space within the Exhibition Hall, (ii) is not open to the general public, and (iii) is projected to have attendance in excess of 25,000 people. Examples of a Major Convention include the Off-Shore Technology Conference, the National Homebuilder's Convention, COMDEX and the Republican or Democratic National Convention.

"Management Committee" has the meaning set forth in Section 2.1 hereof.

"Management Standards" shall mean and refer to the satisfaction of all of the following requirements with respect to any Person:

- (i) that such Person shall have nationally recognized expertise in the management and operation of public multi-purpose sports and entertainment and public assembly facilities with other Comparable Facilities;
- (ii) that such Person shall have sufficient experienced on-site personnel necessary to manage and operate the Astrodomain Complex and the Additional Parking Land including the Stadium in a First Class Condition consistent with other Comparable Facilities operated for Comparable Users; and
- (iii) that such Person has the financial ability to meet its obligations.

"Marquee(s)" means the marquee or marquees currently located on the Complex Grounds and all future marquees constructed on the Astrodomain Complex, as agreed to by the Parties.

"Material Additional Landlord Work" means Additional Landlord Work that (i) does not substantially conform in any material respect to the Design Criteria or (ii) materially alters the nature or character of the Stadium, the Leased Premises, or any material portion of the Stadium or the Leased Premises.

"Material Additional Tenant Work" means Additional Tenant Work that (i) does not substantially conform in any material respect to the Design Criteria, (ii) materially alters the nature or character of the Leased Premises or any material portion thereof, or (iii) when complete will increase, in any material respect, Landlord's Maintenance or Capital Repair obligations under either Lease Agreement.

"MBIA" means MBIA Insurance Corporation.

"Naming Rights" has the meaning set forth in the License Agreements.

"Naming Rights Agreement" has the meaning set forth in the License Agreements.

"Naming Rights License" means the joint license of the Naming Rights from the Team and the Rodeo.

"Naming Rights Licensee" means the licensee under the Naming Rights Agreement.

"Naming Rights Signage" means any Signage identifying the Naming Rights.

"Net Concession Revenues" has the meaning set forth in Section 5.5.

"NFL" has the meaning set forth in the Lease Agreements.

"NFL Club License Agreement" has the meaning set forth in the Team Lease.

"Non-Appropriation" means and shall be deemed to have occurred with respect to any payment obligation or other monetary obligation of the County (in any capacity) that may arise under any of the Principal Project Documents during any fiscal year that is undisputed or for which the County is determined to have liability, if the County fails to make an Appropriation within sufficient time to avoid a Landlord Default under a respective Lease Agreement.

"Non-Competitive Concert(s)" means, any concert that (i) does not fall within the following general music categories or does not include any performances within the following general music categories: Country, Adult Contemporary, Contemporary Hit, R&B, Urban Contemporary, Middle of The Road Rock and Roll, Light Rock or Rock Cross-Over (formerly known as Pop or Top 40), Contemporary Christian, Christian Rock, Comedy, Tejano, Latin, or was not represented in concerts or performances held by the Rodeo in the Stadium or elsewhere in the Astrodome Complex during the ten (10) year period preceding the date in question or (ii) is within any of the foregoing general music categories (other than Country, Adult Contemporary, Contemporary Hit, Tejano, Latin, Light Rock or Rock Cross-Over (formerly known as Pop or Top 40), but in the Rodeo's commercially reasonable judgment, either (x) features entertainers that at such time hold too narrowly defined or small audience appeal for the Rodeo's purposes in holding Rodeo Tenant Events or (y) who have or require presentation, production or contract requirements that are unacceptable to the Rodeo or require production costs that are unacceptable to the Rodeo. For the purposes hereof the phrase "too narrowly defined or small audience appeal" shall mean Broadway, Opera and the Symphony or shows where content or presentation values would not be reasonably acceptable to the Rodeo at such time for presentation at the Spring Rodeo.

"Non-Consumable Concessions" means the sale in or from the Concession Rights Area of souvenirs, apparel and merchandise (including, without limitation, NFL novelties and licensed items) and other non-edible items, goods, services, equipment and wares.

"Non-Programmed Space" means the areas within the Stadium used or set aside for future development for retail and non-retail uses (except the Joint Club/Rodeo Store, the Concession Rights Area and the Tenant Facilities), as depicted on Exhibit "I" attached hereto.

"Non-Relocation Agreement" has the meaning set forth in the Team Lease.

"Notice of Offer" has the meaning set forth in Section 18.22.

"Offer" has the meaning set forth in Section 18.22.

"Open Records Act" has the meaning set forth in Section 16.3.

"Opinion Request" has the meaning set forth in Section 16.3.

"Option" has the meaning set forth in Section 18.22.

"Other Buildings" means the Astrodome, Exhibition Hall and Astroarena, and other buildings on the Astrodomain Complex constructed from time to time in compliance with Section 7.2 of this Agreement.

"Owned Affiliate" has the meaning set forth in Section 5.10.

"Parking Facilities" has the meaning set forth in the Team Lease.

"Parking Letter" shall have the same meaning set forth in the Lease Agreements.

"Parking Requirements" shall mean those parking requirements imposed upon Landlord for the benefit of each Tenant as set forth in each of the Lease Agreements.

"Party Ambush Marketing" means any marketing and/or promotional activities or sale of any consumable or non-consumable concessions by any Party or any Person licensed, authorized or controlled by such Party or any Person that is an Affiliate, tenant or subtenant of such Party and which seeks to misappropriate or capitalize on the goodwill and commercial opportunities generated, from time to time, by any other Party with respect to (x) any Event at the Stadium or on the Complex Grounds Booked by any such other Party (including any part of the Spring Rodeo and the Rodeo Festival held elsewhere in the Astrodomain Complex pursuant to the Existing Rodeo Lease) or (y) any consumable or non-consumable concessions generated from any such Event (including any part of the Spring Rodeo and the Rodeo Festival held elsewhere in the Astrodomain Complex pursuant to the Existing Rodeo Lease) or (z) any Advertising or Signage of or from any such Event or related to such Event or any other advertising or signage that is permitted by the Rodeo during any part of the Spring Rodeo or Rodeo Festival held elsewhere in the Astrodomain Complex pursuant to the Existing Rodeo Lease or pursuant to the Principal Project Documents.

"Permitted Transfer" has the meaning set forth in the Lease Agreements.

"Person" means any individual or group of individuals or any entity.

"Physical Obsolescence" and "Physically Obsolete" has the meaning set forth in the Lease Agreements.

"Pourage Rights" means the exclusive right in accordance with Governmental Rules to designate on an exclusive or non-exclusive basis the provider of beverage brands to, at or in the area in question.

"Practice Facilities" has the meaning set forth in the Team Lease.

"Practice Facilities Land" has the meaning set forth in the Team Lease.

"Preferred Rodeo Dates" means collectively (i) a forty (40) day period each calendar year during the Spring Rodeo Window (the "Spring Rodeo Dates") selected by Rodeo for its Spring Rodeo in accordance with the terms of the Rodeo Lease and (ii) the eighteen (18) day period each calendar year during the Rodeo Festival Window (the "Rodeo Festival Dates") selected by Rodeo for its Rodeo Festival in accordance with the terms of the Rodeo Lease.

"Premium Seating" means the Suites and Club Seats at the Stadium and any other type of preferred location seating available at the Stadium.

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

"Private Contract Rights" has the meaning set forth in Section 16.1 hereof.

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

"Project Budget" has the meaning set forth in the Project Agreement.

"PSL Escrow Agreement" has the meaning set forth in the Funding Agreement.

"PSL Marketing Agreement" has the meaning set forth in the Funding Agreement.

"Recognition and Attornment Agreements" has the meaning set forth in the Funding Agreement.

"Recurring Events" means tractor pull events, automobile or motorcycle events and similar "dirt" events held at the Stadium and other events at the Stadium that recur from year to year or at regularly scheduled intervals.

"Regular Arbitration" has the meaning set forth in Exhibit "A" hereof.

"Requested Work" has the meaning set forth in Section 9.1 hereof.

"Required Date of Substantial Completion" has the meaning set forth in the Project Agreement.

"Restricted Land Area" has the meaning set forth in Section 5.8 hereof.

"Restricted Portions of the Roof" has the meaning set forth in the Funding Agreement.

"Rodeo Clubs" has the meaning set forth in the Rodeo Lease.

"Rodeo Facilities" means collectively the Tenant's Facilities described in the Rodeo Lease and the Existing Rodeo Lease.

"Rodeo Festival" has the meaning given to such term in the Rodeo Lease.

"Rodeo Festival Dates" has the meaning set forth in the definition of the term "Preferred Rodeo Dates."

"Rodeo Festival Window" shall have the meaning set forth in the Rodeo Lease.

"Rodeo Land" has the meaning set forth in the Lease Agreements.

"Rodeo Lease" means that certain HLSR Stadium Lease Agreement dated as of the same date as this Agreement by and between the Landlord and Rodeo, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof and hereof.

"Rodeo Lease Amendment" means that certain 2001 Amendment to Lease dated as of the same date as this Agreement by and between the Landlord and Rodeo.

"Rodeo License Agreement" has the meaning set forth in the Rodeo Lease.

"Rodeo's Parking Spaces" means the "Tenant's Parking Spaces" as such term is defined in the Rodeo Lease and the Rodeo Lease Amendment, collectively.

"Rodeo Tenant Non-Events" means, collectively, the Tenant Non-Events set forth in the Rodeo Lease and the Existing Rodeo Lease.

"Scoreboards" shall mean the Stadium scoreboards including the attendant sound systems, message boards and game clocks.

"Service Rights" means the exclusive right to designate service rights to be provided on an exclusive or non-exclusive basis to, at or in the area in question.

"Signage" shall mean all signage and any and all other media (whether now existing or developed in the future) used for Advertising or marketing purposes in the Stadium, the Highly Restricted Area and/or the Marquees, including, but not limited to, any such signage or other Advertising media located in or on the Stadium, the Scoreboard, the video boards (including "JumboTron"-type screens), Advertising signs, banners or displays, time clocks, message boards, billboards, public address announcements, and any other media (whether now existing or developed in the future) located in, on or upon the Stadium, the Highly Restricted Area and the Marquees (as restricted herein) through which a Person holding rights pursuant to an agreement with another advertises or markets or may advertise or market any products, services, events or any other items.

"Six-Month Periods" means, (i) with respect to the Team, the six month period commencing on August 1, and (ii) with respect to the Rodeo, the six month period commencing on February 1; provided however if the Super Bowl (as defined in the Team Lease) is held in the Stadium in 2004, (x) for calendar year 2004 the Six-Month Period with respect to the Rodeo shall commence on February 9 and end on August 8, 2004, (y) for calendar year 2003, the Six-Month Period with respect to the Team for such year shall commence on August 1, 2003 and end on February 8, 2004 and (z) for calendar year 2004 the Six-Month Period with respect to the Team for such year shall commence on August 9, 2004 and end on January 30, 2005.

"Sky Box Suites" means those Suites, if constructed, situated on the East side of the Stadium as depicted on Exhibit "J" attached hereto.

"Special Events" means Major Conventions, the NFL World Championship (i.e., Super Bowl), Olympics, World Cup Soccer (Championship Playoffs and Championship Game), NCAA Regional Championship Games or Tournaments and any other nationally sanctioned championship college sports regional or final game or tournament of similar national standing as the NCAA Men's Basketball "Sweet Sixteen" or "Final Four" Tournaments.

"Sponsors" means the radio, television, Signage, promotional, Advertising and other sponsors of the Landlord, the Tenants, the Landlord Events or the Tenant Events.

"Sports Authority" has the meaning set forth in the Lease Agreements.

"Spring Rodeo" has the meaning given to such term in the Rodeo Lease.

"Spring Rodeo Dates" has the meaning set forth in this definition of the term "Preferred Rodeo Dates."

"Spring Rodeo Window" shall have the meaning set forth in the Rodeo Lease.

"Stadium Contracts" has the meaning set forth in Section 18.2.

"Stadium Project Improvements Budget" has the meaning set forth in the Project Agreement.

"Stadium Users" means all other tenants and users of the Stadium, other than the Landlord and the Tenants.

"Statue" has the meaning set forth in the Rodeo Lease.

"Suites" shall have the meaning set forth in the Team Lease.

"Team Facilities" means the "Tenant's Facilities" as defined in the Team Lease.

"Team Lease" means that certain NFL Club Stadium Lease Agreement dated as of the same date as this Agreement by and between the Landlord and Team, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof and hereof.

"Team Tenant Non-Events" has the meaning given to "Tenant Non-Events" in the Team Lease.

"Team's Parking Spaces" means the "Tenant's Parking Spaces" as such term is defined in the Team Lease.

"Telecommunications Products or Services" means local and long-distance land line and wireless telephone services, yellow pages and directory services (including on-line and Internet based), network integration, inside wiring and cabling, fiber deployment, basic network infrastructure, public communications, pay telephones, calling cards (including prepaid), voice mail, Internet services, programming, transmission of voice and data, interactive communications, virtual reality or enhancements of the same, land line and wireless video and data services, cable and wireless television services, paging services, home security services and telecommunications equipment and any other similar or related products or services.

"Telecommunications Rights" means any and all of the rights to the full use and enjoyment of, and to control, provide, conduct, lease, license, grant concessions with respect to and contract for, Telecommunication Products or Services to or for the Stadium and the Highly Restricted Area, including the right to sell or license the right to provide Telecommunications Products or Services on an exclusive or nonexclusive basis.

"Temporary Advertising" means Advertising in or on the Leased Premises in connection with any Event which is to be removed or terminated at the conclusion of such Event, but not in conflict with Naming Rights, Exclusivity Rights, Branding Rights, Pourage Rights, Service Rights or

Concession Rights granted to Tenants under the Principal Project Documents, or the provisions of Section 5.8 hereof; provided, however, advertising in Event programs shall not be deemed a violation of Exclusivity Rights.

"Temporary Signage" means Signage in or on the Leased Premises in connection with any Event which is not permanently affixed and which will be removed or terminated at the conclusion of such Event, including, without limitation, video commercials and other electronic display recognition, sponsored vignettes or kiosks, temporary banners, stage Signage, chuck wagon signs, blimp signs and Signage on Event participants, but not in conflict with Naming Rights, Exclusivity Rights, Branding Rights, Pourage Rights, Service Rights or Concession Rights granted to Tenants under the Principal Project Documents, or the provisions of Section 5.8 hereof; provided, however, advertising in Event programs shall not be deemed a violation of Exclusivity Rights.

"Tenant(s)" individually refers to either the Team or Rodeo and collectively refers to both the Team and Rodeo.

"Tenant Event(s)" collectively refers, with respect to the Team, to the Tenant Events and Football Home Games described in the Team Lease and with respect to the Rodeo, to the Tenant Events described in the Rodeo Lease and the Existing Rodeo Lease, collectively (including the Spring Rodeo and Rodeo Festival).

"Tenant Event Day" means the entirety of a day on which a Tenant Event is played or held, as applicable, at the Leased Premises.

"Tenant Facilities" means the Team Facilities and the Rodeo Facilities.

"Tenant Non-Events" collectively refers to, with respect to the Team, Tenant Non-Events described in the Team Lease and, with respect to the Rodeo, Tenant Non-Events described in the Rodeo Lease and Existing Rodeo Lease.

"Tenant's Self-Help Rights" has the meaning set forth in the Lease Agreements.

"Term" means the term of this Agreement, which is co-terminous (survives as to the non-terminated or non-terminating Tenant, if any, if only one Lease terminates) with the Lease Term of each Lease Agreement.

"Topping Fee" has the meaning set forth in Section 18.22.

"Transfer" has the meaning set forth in Section 17.1.

"Walkway" has the meaning set forth in Section 4.4.

"Warranty/Other Claim" has the meaning assigned in Section 12.2.

Section 1.2 Rules as to Usage. The following rules shall be followed when construing words used in this 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, and other means of reproducing in a visible form.

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

(f) "Hereof," "herein," "hereunder" and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, Section or other subdivision thereof or attachment thereto. References in an instrument to "Article," "Section," "Subsection" or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to such agreement or instrument. All references to exhibits or appendices in any agreement or instrument that is governed by this Section 1.2 are to exhibits or appendices attached to such instrument or agreement.

(g) Pronouns, whenever used in any agreement or instrument that is governed by this Section 1.2 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) "Shall" and "will" have equal force and effect.

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

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

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

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

ARTICLE 2

MANAGEMENT ADVISORY COMMITTEE; QUALIFIED MANAGER

Section 2.1 Formation. The Landlord, Team and the Rodeo agree to the appointment of a Management Advisory Committee (hereinafter referred to as the "Management Committee") to consult with and advise the Landlord in connection with the management, operation, Maintenance, repair, alteration and development of the Stadium, Astrodomain Complex and any other portion of the Complex Grounds. The Management Committee will be comprised of five (5) members, three (3) of which will be selected by the Landlord, with the Team and the Rodeo each selecting one additional member. One of the members selected by Landlord must be the Chairman of the Board of Harris County Sports & Convention Corporation (or such person occupying an equivalent position if Harris County Sports & Convention Corporation is not the Landlord). Each party may remove and replace its member(s) and select alternates at its discretion and at any time so long as (a) the Chairman (or such other person described in the preceding sentence) always remains a member and (b) the ratio of representation among the Landlord, Team and Rodeo remains 3:1:1.

Section 2.2 Purpose. The purpose of the Management Committee is to: (a) keep the Team and the Rodeo fully informed, before any decisions are made or actions taken on issues affecting the management, Maintenance, operation, repair, alteration and development of the Stadium and Astrodomain Complex and any other portion of the Complex Grounds (collectively, the "Issues") including, without limitation, new long-term leases or agreements with potential users, tenants or service providers at the Astrodomain Complex and any other portion of the Complex Grounds, or any portions thereof, changes to the identity of the Complex Manager (including all information reasonably necessary to demonstrate that the Complex Manager satisfies the Management Standards), changes to Landlord's risk management program for the Stadium or Astrodomain Complex and any other portion of the Complex Grounds, or any portions thereof, scheduling of Events at the Stadium, Astrodomain Complex and any other portion of the Complex Grounds, changes to the location of preferred parking areas for holders of Premium Seating and other special patrons, invitees and guests of the Tenants, operating, Maintenance and capital budgets for the Stadium or the Astrodomain Complex and any other portion of the Complex Grounds, or portion

thereof, the issuance of press releases relating to topics of material interest to the Tenants and any other significant occurrence at the Astrodomain Complex and any other portion of the Complex Grounds which may affect the Team's or Rodeo's use or enjoyment of the Astrodomain Complex and any other portion of the Complex Grounds and (b) provide the Team and the Rodeo a meaningful platform from which they may voice their opinions and recommendations regarding the Issues. The foregoing is merely an expression of the Parties intent and shall not create any legal obligations on any Party for failure to act in accordance with such purposes or limit Landlord's authority to proceed with regard to the management, operation, Maintenance, repair and alteration of the Astrodomain Complex, any other portion of the Complex Grounds and the Stadium. The Landlord recognizes the need for, and encourages, recommendations from the Management Committee as to the management, operation, Maintenance, repair, alteration and development of the Astrodomain Complex, any other portion of the Complex Grounds and the Stadium and, in furtherance of obtaining fully informed recommendations, Landlord agrees that the Team and Rodeo will have full access to all information pertaining to any Issues. The Team, the Rodeo, and their respective Management Committee members will agree in writing to keep such information confidential by executing and delivering to Landlord a reasonably acceptable confidentiality agreement.

Section 2.3 Meetings and Procedures. The Management Committee shall meet not less than once per month on a date and at a time and place mutually agreeable to the members of the Management Committee. At the first meeting of the Management Committee, the Management Committee (by unanimous consent of its members) shall establish mutually acceptable regular meeting dates, notice requirements for meetings, procedures for the conduct of meetings (which may include the conduct of meetings by telephone and quorum requirements) and procedures for voting and making recommendations to the Landlord. One member of the Management Committee shall be designated to maintain minutes of all meetings.

Section 2.4 Authority. Any and all recommendations of the Management Committee to the Landlord shall not be binding on the Landlord and the Landlord will have final decision making authority with regard to matters involving the management, operation, Maintenance, repair, alteration and development of the Astrodomain Complex, any other portion of the Complex Grounds and the Stadium, subject to the terms and conditions of the Principal Project Documents. Landlord and Landlord's representatives on the Management Committee will cooperate with the Team and Rodeo and will give due consideration to the recommendations of the Team member and Rodeo member on the Management Committee. .

Section 2.5 Qualified Manager. At all times during the Term of the Lease Agreements, Landlord shall employ and maintain a Complex Manager that satisfies the Management Standards.

ARTICLE 3 **SCHEDULING**

Section 3.1 Scheduling Priorities for Tenant Events. Notwithstanding anything to the contrary contained in the Lease Agreements or any of the other Principal Project Documents, the Parties acknowledge and agree that (i) Team shall have the right to Book Team Tenant Events and Team Tenant Non-Events in accordance with the terms and conditions of the Team Lease Agreement, (ii) the Rodeo shall have the right to Book Rodeo Tenant Events and Rodeo Tenant Non-Events in accordance with the terms and conditions of the Rodeo Lease Agreement and (iii) neither Lease Agreement will be modified or amended in such a manner as to adversely affect or limit either the Team's or Rodeo's right to Book their respective Tenant Events and Tenant Non-Events in accordance with their respective Lease Agreements, as they exist on the Effective Date.

Section 3.2 Conflicted Events. To the extent that a Football Home Game is scheduled by the NFL for any reason to be held during the Spring Rodeo Dates or Rodeo Festival Dates or on a date on which a Landlord Event is Booked in accordance with the Principal Project Documents (such conflict being referred to herein as a "Conflicted Event"), Team shall not hold such Football Home Game during such time, but the Team shall have the option to Book such Football Home Game on another date permitted by the NFL that is not a Spring Rodeo Date or Rodeo Festival Date and would not result in a Conflicted Event.

Section 3.3 Postponements; Scheduling Priorities for Landlord Events. Landlord acknowledges and agrees that, notwithstanding any provision in Section 3.2 to the contrary, if any Tenant Event is not conducted on the original date it was Booked due to any of the following which prevents the applicable Tenant from using the Stadium: (i) a Landlord Default or an Event of Default by Landlord under this Agreement or (ii) a Landlord Failure which has not been remedied after the Team or the Rodeo, as the case may be, has instituted commercially reasonable steps to exercise Tenant's Self-Help Rights, to the extent practicable, then, in addition to other rights under such Tenant's Lease Agreement, for a period of ten (10) days following the non-occurrence of such Tenant Event, Landlord shall not Book any Event (not previously Booked prior to the non-occurrence of such Tenant Event), without the consent of the Tenant whose Tenant Event did not occur; provided, however, if Landlord requests approval of either the Team or the Rodeo (as the case may be) to Book any such Event, the Team or the Rodeo (as the case may be) must provide Landlord with the dates that Tenant is reasonably considering for re-Booking the Tenant Event and thereafter Landlord shall be free to Book Events on any other day. Failure of either the Rodeo or the Team to re-Book such Tenant Event pursuant to the preceding sentence shall not constitute a waiver of the Rodeo's and the Team's right to re-Book such Tenant Event in accordance with the terms of the Principal Project Documents at another time other than on any other date at which any other Event is already Booked at the Astrodome Complex. If a Football Home Game is not conducted as provided in the first sentence of this Section 3.3 and the Team desires to re-Book such Football Home Game at the Stadium, the Team shall use its good faith reasonable efforts to re-Book such Football Home Game during the Team's Six Month Period; provided, however, that if the Team is unable after using such good faith reasonable efforts to so re-Book such Football Home Game during the Team's Six Month

Period, the Rodeo in good faith shall cooperate with the Team in attempting to re-Book such Football Home Game at a time during the Rodeo's Six Month Period other than on a day Booked for a Rodeo Tenant Event or Landlord Event; provided, further that any re-Booking of any such Football Home Game during Rodeo's Six Month Period shall not materially and adversely affect or diminish the rights of the Rodeo granted in the Principal Project Documents with respect to the Rodeo's Six Month Period, including Advertising rights.

Section 3.4 Additional Team Events.

(a) With respect to the scheduling of Additional Team Events, the Landlord and the Team shall meet periodically during each Lease Year to review the Booking of Events for the Stadium and review any proposed Additional Team Events proposed to be Booked by the Team or any of its Affiliates. The Landlord and the Team shall each act in good faith and in a cooperative manner in an effort to maximize the use of and resulting revenues from the Stadium for the benefit of the Landlord on the days the Leased Premises is utilized by Landlord for its Landlord Events, and similarly, to maximize the use of and resulting revenues from the Stadium for the benefit of Team on the days the Leased Premises is utilized for the Additional Team Events. The Landlord and Team shall, in reviewing the Event Bookings, attempt to create a fair and equitable opportunity for both the Landlord, with respect to its Landlord Events, and the Team, with respect to their respective Additional Team Events. The Landlord and the Team shall take into account any Events of a seasonal or other regular recurring nature (including extra event days Booked by the Rodeo) that are reasonably expected to be recurring events at the Stadium, such that those days, to the extent that the Event will be expected to recur from year to year, or at regularly scheduled intervals, shall not be available to the Team for Additional Team Events.

(b) The Parties agree that the Team or an Affiliate thereof may utilize the Stadium for any lawful Tenant Event permitted under the Team Lease so long as (i) such Tenant Event is not prohibited in the Team Lease or under Section 3.5 of this Agreement and (ii) is not a Recurring Event.

Section 3.5 Non-Competitive Concerts. During the Black-out Period neither the Landlord nor the Team shall license, sponsor or Book any major concert event in the Stadium or any where else in the Astrodome Complex except for Non-Competitive Concerts approved by the Rodeo which approval shall not be unreasonably withheld. Except as set forth in the immediately preceding sentence and subject to the terms of this Agreement and the other Principal Project Documents, nothing herein shall restrict a Party from Booking any other Events at the Astrodome Complex. Any Dispute between the Parties with respect to Non-Competitive Concerts shall be subject to Fast-Track Arbitration.

Section 3.6 Business Center. Subject to the terms of the Project Agreement, the Landlord and the Team have agreed to construct a Business Center within the Stadium. The cost of the build-out of the Business Center shall be shared equally between the Landlord and the Team. Each of the Landlord, Rodeo, and the Team shall have the right to schedule use of the Business Center on

a first-come, first-served basis; provided, however, the Business Center may not be used by Landlord, Rodeo or the Team during the time period on any day when the Stadium has actually been opened to admit patrons for a Booked Event; provided, however, if the Business Center is already in use for a business meeting prior to such time the Party utilizing the Business Center shall have a reasonable period of time to conclude such meeting. The Parties shall reasonably cooperate with each other in order to schedule each Party's use of the Business Center. The Team's use of the Business Center shall be limited to Team related events, and the Team's business operations, including, without limitation, events with Team sponsors and suiteholders. In no event shall either the Rodeo or the Team sublicense the right to utilize the Business Center to any third Person. All revenues derived from the Landlord's use of the Business Center shall belong to Landlord. All revenues derived from the Team's use of the Business Center shall belong to the Team. The Team shall reimburse Landlord for all reasonable and actual operating costs (without mark-up) incurred by the Landlord in connection with the Team's use of the Business Center. In connection with the Rodeo's use of the Business Center, the Rodeo shall pay to the Landlord, a reasonable charge for such use, including, the reasonable and actual cost of opening and operating the Business Center (without mark-up) at times used by the Rodeo, such charge based upon a preferred rate similarly charged by Landlord to other preferred users (other than the Team, for which there shall be no user fee charged).

Section 3.7 Astrodome. In the event that the Required Date of Substantial Completion has not occurred by August 1, 2002, the Landlord, subject to the provisions of the Principal Project Documents, shall make the Astrodome, in lieu of the Stadium, available for Football Home Games Booked to occur after such date on the same basis as agreed to in the Principal Project Documents with regard to the Stadium (subject, however, to the next sentence of this Section and to any existing pourage, branding, service, or concession contracts then in effect) but at no cost (and without the imposition of any Parking Tax or Admissions Tax) to the Team or any other Person other than reimbursement of reasonable staffing and utility expenses directly caused by such use of the Astrodome for any such Football Home Game. Landlord shall use its reasonable efforts to drape over and cover up any material signage or visible advertising during any such Football Home Game. The same rights granted to the Team with respect to the use of the Astrodome as herein set forth shall similarly apply with respect to the use of the Astrodome under the circumstances provided in the Non-Relocation Agreement pursuant to which the Team may also use such facility for certain Football Home Games as therein provided.

Section 3.8 Joint Club/Rodeo Store. The Team and the Rodeo will jointly occupy and operate the Joint Club/Rodeo Store. The relative rights and obligations of the Team and Rodeo as between the Team and the Rodeo, concerning their joint occupancy and operation of the Joint Club/Rodeo Store, including an equitable allocation of operating, staffing and utility costs are subject to the further mutual agreement of the Team and the Rodeo. Landlord hereby grants to the Team and the Rodeo the exclusive joint right to sell Non-Consumable Concessions from the Joint Club/Rodeo Store.

ARTICLE 4

PARKING/ACCESS

Section 4.1 Parking/Access on Event Days. Each Party acknowledges and agrees that while its Events are held at the Astrodome Complex, each of the other Parties (and its respective employees, contractors, guests, invitees, owners and corporate representatives) shall have continued use and enjoyment of and access to (a) in the case of the Team, the Team's Facilities, the Joint Club/Rodeo Store, the Team's Parking Spaces and the Practice Facilities, (b) in the case of the Rodeo, the Rodeo Facilities, the Joint Club/Rodeo Store, and the Rodeo's Parking Spaces (but subject to the provisions of Section 4.3) and (c) in the case of Landlord, (x) its corporate offices and its Complex Manager's offices and (y) such other areas of the Astrodome Complex as are reasonable and necessary for Landlord and the Complex Manager to fulfill their respective obligations as operator of the Astrodome Complex and (z) the Landlord's Parking Spaces, and such other parking spaces as are provided for in the other Principal Project Documents. During such periods as are reasonably necessary for those Booked Landlord Events that not only constitute extra-ordinary, non-reoccurring Events in the Astrodome Complex but also reasonably require relocation of the Team's Parking Spaces and the Rodeo's Parking Spaces, Landlord shall have the right to temporarily relocate (but not reduce) the Team's Parking Spaces and the Rodeo's Parking Spaces to other parking areas at the Complex Grounds, subject to the prior approval of the Rodeo and the Team, respectively, not to be unreasonably withheld. During Rodeo Tenant Events, the Rodeo shall have the right to temporarily relocate (but not reduce) the Team's Parking Spaces to other parking areas within the Complex Grounds available to the Rodeo under the terms of the Rodeo Lease, but subject to the following terms and conditions:

(a) The portion of the Team's Parking Spaces designated as the A Spaces on Exhibit "O" attached hereto may not be relocated during Rodeo Tenant Events; and

(b) The portion of the Team's Parking Spaces designated as B Spaces on Exhibit "O" attached hereto may be relocated so long as the relocated spaces are within a reasonable walking distance of their original location at a new location reasonably approved by the Team, but the fact that such place of relocation is west of Kirby Drive shall not in and of itself be a basis for such relocated spaces being disapproved or considered not within a reasonable walking distance of their original location.

Except as set forth above in this Section 4.1, neither the Team's Parking Spaces nor the Rodeo's Parking Spaces shall be relocated during any Event.

Section 4.2 Parking in General. The Tenants shall have the number of spaces allotted to each Tenant in their respective Lease Agreements, the location of which will be specified in their respective Lease Agreements and/or, in the case of the Rodeo, the Existing Rodeo Lease, or otherwise agreed to by all Parties (negotiating in good faith).

Section 4.3 Rodeo and Landlord Parking On Game Days. On Game Days the Rodeo's Parking Spaces (other than "Tenant's Warehouse Parking Spaces" as defined in the Rodeo Lease)

shall be limited to two hundred (200) spaces total, as designated by the Rodeo within the Rodeo's Parking Spaces, the provisions of the Rodeo Lease to the contrary notwithstanding; provided, however, if such Game Day is a weekday that is not a Legal Holiday, such limitation shall not take effect until 5:00 p.m. of such Game Day. The Landlord and the Rodeo shall have the right to use any and all office space and meeting rooms (as opposed to exhibition space) in the Exhibition Hall on any Game Day without the Team's approval, provided that parking for such use by (a) Landlord is located only in the Landlord's Parking Spaces and (b) the Rodeo is located only in the Rodeo's Parking Spaces as limited for such Game Days pursuant to this Section 4.3.

Section 4.4 Use of the Walkway. Exhibit "K" attached hereto depicts the approximate location of a walkway (the "Walkway") providing an additional access route from certain parking areas of the Complex Grounds to and from the Astrodomain Complex. The Walkway is located on a portion of the Practice Facilities Land. The Team hereby grants an irrevocable license (so long as the Principal Project Documents remain in force and effect) to the Landlord and the Rodeo for use of the Walkway for such purposes by patrons attending an Event; provided, however: (i) in no event shall the Team have any liability of any kind to Landlord, the Rodeo, or any patrons thereof in connection with their use of the Walkway unless caused by the negligent acts or omissions or the wilful misconduct of the Team and (ii) the Team reserves the right to deny Landlord, the Rodeo and their patrons access to the Walkway, at times deemed reasonable and necessary by the Team in connection with any Team activities occurring on, in or at the Practice Facilities.

ARTICLE 5

CONCESSIONS; AMBUSH MARKETING

Section 5.1 Concession Rights. The Parties shall have the exclusive joint right and responsibility, subject to the terms of Sections 5.2 and 5.3 below and the rights of the Rodeo with respect to consumable or non-consumable concessions and Pourage Rights held by the Rodeo pursuant to the Rodeo Lease and the Existing Rodeo Lease, to license all Concession Rights for, and effect the Concession Operations within, the Stadium and Complex Grounds. Landlord will not allow any Person (other than the Rodeo pursuant to its rights under the Rodeo Lease or Existing Rodeo Lease during the Rodeo's Tenant Events and Rodeo's Tenant Non-Events) to, nor will Landlord or any Tenant (other than the Rodeo pursuant to its rights under the Rodeo Lease or Existing Rodeo Lease during the Rodeo's Tenant Events and Rodeo's Tenant Non-Events) license or sell any consumable or non-consumable concessions in the Stadium and Complex Grounds, except as provided herein or as may be mutually agreed to by the Parties, provided, however, the foregoing shall not prevent the Landlord from licensing or selling any consumable or non-consumable concessions within other buildings located on the Complex Grounds during any Landlord Events so long as the operation thereof does not constitute Ambush Marketing or Party Ambush Marketing nor shall the foregoing prevent the Rodeo pursuant to its rights under the Rodeo Lease or Existing Rodeo Lease from licensing or selling any consumable or non-consumable concessions on the Complex Grounds during the Rodeo's Tenant Events and Rodeo's Tenant Non-Events. The area within the Complex Grounds and outside of the Stadium and the Highly Restricted Area covered in this Section 5.1 with respect to Concession Rights during times where there occurs both Team Tenant Events (other than Football Home Games for which no Landlord

approval shall be required) and Landlord Events (to the extent permitted by the Team Lease) shall be subject to the mutual approval of the Team and the Landlord. The Parties shall have the exclusive joint right and responsibility to (i) solicit, select and contract with one or more Concessionaires who shall operate and be responsible for all Concession Operations within the Concession Rights Area at all times during the Term of this Agreement; and (ii) negotiate and enter into agreements with Concessionaires with regard to the Concessions Rights and administer any such Concession Agreements, and (iii) determine the location of all Concession Facilities within the Concession Rights Area (other than temporary and portable facilities which may be located by the Party who is holding the Event in accordance with the terms of the applicable Concession Agreement). No party may take the lead in selecting any Concessionaire or negotiating any such Concessions Agreement without first obtaining the consent of all Parties. All Parties shall be actively involved in selecting any Concessionaire or in such process and negotiations on an ongoing basis so that they may be fully informed of the current status and material details thereof. Each Party shall be entitled (i) to participate in the determination of the criteria for, and selection of, all Concessionaires and (ii) attend, and participate in, all meetings and negotiations with any prospective Concessionaire. The Parties each reserve the right to (i) reasonably approve the final agreement granting any Concession Rights to any Concessionaire and (ii) approve the identity of all Concessionaires. The Concessionaires selected by the Parties shall be used exclusively for the Concession Operations in the Concession Rights Area at all Tenant Events, Tenant Non-Events and Landlord Events. The Parties shall comply with all provisions of any Concession Agreement then approved by the Parties, including, but not limited to, any exclusivities or priorities granted to Concessionaire(s). The Parties and the Concessionaires shall at all times comply with all Governmental Rules and shall procure any and all permits or licenses required by any Governmental Authority relating to the Concession Rights and Concession Operations. At all times during the term of this Agreement, a representative of the Concessionaire shall be made available to the Parties as part of the Concession Operations in order to handle any problems which may arise with regard thereto. The Landlord shall honor all Branding Rights, Pourage Rights, Service Rights and Exclusivity Rights in its operation of the Complex Grounds.

Section 5.2 Branding Rights. Team and Rodeo shall jointly retain on an exclusive basis and Landlord hereby grants to the Team and Rodeo on a joint and exclusive basis, all Branding Rights to the Stadium and Highly Restricted Area on a year round basis and to the Complex Grounds during Tenant Events; provided, however, that such Branding Rights (i) shall not be structured by Team or Rodeo so as to negatively impact in any material respect the operating costs of the Stadium, the Landlord's ability to meet its maintenance and operating standards under the Principal Project Documents or the quality of services provided in the Stadium, (ii) shall be subject to the terms and conditions set forth in Section 6.9 and (iii) shall not include any Branding Rights granted to the Rodeo under the Rodeo Lease or the Existing Rodeo Lease. The holder(s) of such Branding Rights shall be permitted to display its product and retail rights identification, including without limitation, its trademark, tradename and logos associated therewith, in all areas of the Stadium and the Complex Grounds where such product(s) or retail right(s) is (are) sold, delivered or provided without any such identification constituting Advertising; provided, however, nothing herein shall prevent the Team and the Rodeo from jointly entering into a combination Branding and Advertising agreement. A Branding Rights holder shall, at the joint election of the Team and the Rodeo be permitted to identify

itself as the "official provider" at or to the Stadium of the applicable product, or retail right. The area within the Complex Grounds and outside of the Stadium and the Highly Restricted Area covered in this Section 5.2 with respect to Branding Rights during times where there occurs both Team Tenant Events (other than Football Home Games for which no Landlord approval shall be required) and Landlord Events (to the extent permitted by the Team Lease) shall be subject to the mutual approval of the Team and the Landlord.

Section 5.3 Pourage Rights. Team and Rodeo shall jointly retain on an exclusive basis, and Landlord hereby grants to the Team and Rodeo on a joint and exclusive basis, all Pourage Rights to the Stadium and the Highly Restricted Area on a year round basis and to the Complex Grounds during Tenant Events; provided, however, that such Pourage Rights (i) shall not be structured by Team or Rodeo so as to negatively impact in any material respect the operating costs of the Stadium, the Landlord's ability to meet its maintenance and operating standards under the Principal Project Documents or the quality of services provided in the Stadium, (ii) shall be subject to the terms and conditions set forth in Section 6.9 and (iii) shall not include any Pourage Rights granted to the Rodeo under the Rodeo Lease or the Existing Rodeo Lease. The holder of such Pourage Rights shall be permitted to display its product identification, including without limitation, its trade name, trademarks and logos associated therewith on, upon and within all Concession Rights Areas where such product is sold or dispensed, including without limitation, on name brands, dispensing equipment, drink containers, cups and beverage trays, napkins and similar items utilized to dispense such products without such display constituting Advertising; provided, however, nothing herein shall prevent the Team and the Rodeo from jointly entering into a combination Pourage and Advertising agreement. The Pourage Rights holders shall, at the joint election of the Team and the Rodeo be permitted to identify itself as the "official provider" to the Concession Rights Areas of such products. The area within the Complex Grounds and outside of the Stadium and the Highly Restricted Area covered in this Section 5.3 with respect to Pourage Rights during times where there occurs both Team Tenant Events (other than Football Home Games for which no Landlord approval shall be required) and Landlord Events (to the extent permitted by the Team Lease) shall be subject to the mutual approval of the Team and the Landlord.

Section 5.4 Service Rights. The Team and the Rodeo shall jointly retain on an exclusive basis, and Landlord hereby grants to the Team and Rodeo on a joint and exclusive basis, all Service Rights to the Stadium and the Highly Restricted Area on a year round basis and to the Complex Grounds during Tenant Events; provided, however, that such Service Rights (i) shall not be structured by Team or Rodeo so as to negatively impact in any material respect the operating costs of the Stadium, the Landlord's ability to meet its maintenance and operating standards under the Principal Project Documents or the quality of services provided in the Stadium, (ii) shall be subject to the terms and conditions set forth in Section 6.9 and (iii) shall not include any Service Rights granted to the Rodeo under the Rodeo Lease or the Existing Rodeo Lease. The holder of such Service Rights shall be permitted to display its service identification, including without limitation, its trade name, trademarks and logos associated therewith, in all areas of the Stadium without such display constituting Advertising; provided, however, nothing herein shall prevent the Team and the Rodeo from jointly entering into a combination Service and Advertising agreement. The Service Rights holders shall, at the joint election of the Team and the Rodeo be permitted to identify itself

as the "official provider" to the Stadium of such services. The rights of the Tenants with respect to Service Rights are subject to such limitations as are contained in the Astrodomain Joint Marketing Terms and Conditions. The Parties agree that with respect to the operational portion of any contract with a service provider for services included within Service Rights, such services shall be segregated into a separate contract to be entered into between Landlord and the service provider. The foregoing shall be limited to services necessary for Landlord to fulfill its obligations under the Lease Agreements. The area within the Complex Grounds and outside of the Stadium and the Highly Restricted Area covered in this Section 5.4 with respect to Service Rights during times where there occurs both Team Tenant Events (other than Football Home Games for which no Landlord approval shall be required) and Landlord Events (to the extent permitted by the Team Lease) shall be subject to the mutual approval of the Team and the Landlord.

Section 5.5 Concession Revenues. The Parties will be entitled to receive all Concession Revenues generated from the Concession Rights in the Concession Rights Area, less applicable Impositions, expenses, fees, and commissions payable to the Concessionaires (the "Net Concession Revenues") as follows: (i) Team shall receive one hundred percent (100%) of all Net Concession Revenues generated from its Tenant Events and Tenant Non-Events, provided that if the Team sells Consumable Concessions at any Incidental Event (other than Suite licensee's use of their Suites and Tenant's use of the Business Center), then fifty percent (50%) of any Net Concession Revenues derived by the Team from the sale of Consumable Concessions, after first deducting any event costs incurred by the Team, including those costs paid to Landlord, in connection with conducting such Incidental Event, shall be paid to Landlord; (ii) Rodeo shall receive such portion of the net concession revenues generated from the sale of consumable or non-consumable concessions during the Rodeo's Tenant Events and Rodeo Tenant Non-Events as it is entitled to receive pursuant to the terms of the Rodeo Lease and Existing Rodeo Lease; (iii) Landlord shall receive one hundred percent (100%) of all Net Concession Revenues generated from its Landlord Events; and (iv) Net Concession Revenues derived from certain uses of the Suites shall be subject to the provisions of Section 8 hereof. Anything to the contrary notwithstanding, the Team shall receive one hundred percent (100%) of all Net Concession Revenues generated from its Tenant Events, and the Team Facilities. The Rodeo and the Team shall share among themselves one hundred percent (100%) of the net concession revenues generated from the Joint Club/Rodeo Store on such basis as the Team and the Rodeo shall mutually agree. All revenues derived from the Practice Facilities shall belong to the Team.

Section 5.6 Special Rodeo Rights. The Parties acknowledge and agree that with respect to the Rodeo's Tenant Events, all Concession Agreements shall (i) exclude and give the Rodeo control of and all revenue from all entertainer merchandise and Rodeo named and logo merchandise sold at the Rodeo's Tenant Events, provided, however, that (x) the Rodeo will allow the Joint Club/Rodeo Store to sell such merchandise on terms acceptable to Rodeo and the Team and (y) the Rodeo shall have the right to use and control of one-half of all merchandise novelty booths and stands (including kiosks and push carts) equally disbursed throughout the Stadium during the Rodeo's Tenant Events for purposes of selling such merchandise, and (ii) grant Rodeo and Landlord the exclusive right to set the quality, menu and prices for food items sold at the Rodeo Clubs, the Club (the Club Level excluding the north and south portions of this level of the Stadium) and Suite

areas of the Stadium during the Rodeo's Tenant Events. Any disagreement between the Rodeo and Landlord with respect to the quality, menu and prices for such food items shall be resolved pursuant to Article 15 below.

Section 5.7 Up-front Concession Payments. The Parties acknowledge and agree that any up-front or one-time concession payments made by any Concessionaire for the Concession Rights will be applied as follows: (i) first, to pay for the costs of concession improvements in excess of those contained in the Stadium Project Improvements Budget, and (ii) second, any remaining amounts shall be applied as directed by the Team and the Landlord jointly. Landlord and Team agree that any costs for concession improvements, in excess of up-front payments of Concessionaire and the Stadium Project Improvements Budget, shall be divided between Team and Landlord in equal amounts.

Section 5.8 Ambush Marketing; Party Ambush Marketing.

(a) Each Party shall, to the extent within their reasonable control, use their good faith reasonable efforts to prohibit Ambush Marketing during the respective Events of the other Parties.

(b) Landlord itself or through the Complex Manager, and each Tenant in its use or occupancy of the Astrodomain Complex, Complex Grounds or Practice Facilities, shall not allow or cause to occur or participate in any Party Ambush Marketing, on or from any portion of the Astrodomain Complex, Complex Grounds or the Practice Facilities;

(c) To the extent that Landlord acquires any land within the boundary currently created by U.S. Interstate 610, Fannin, Old Spanish Trail and Main (such area being referred to herein as the "Restricted Land Area") (whether or not any such land constitutes any portion of the Complex Grounds) such land shall be subject to the terms and restrictions of this Section 5.8. In the event that the Landlord constructs any improvements on any portion of the Restricted Land Area (without limiting the requirements of Section 7.2 if applicable) no signage, advertising or sponsorship (whether temporary or permanent) shall be permitted on the exterior of such improvements or on the land on which such improvements are located and no name shall be given thereto, in each case which conflicts with the Naming Rights granted, from time to time, by the Team and the Rodeo hereunder; and

(d) No consumable or non-consumable concessions shall be sold from any of the Astrodome, Exhibition Hall, Astroarena or any improvements permitted pursuant to Section 7.2 at the same time that a Tenant Event is occurring at the Stadium unless the sale thereof relates to an Event then occurring (to the extent permitted under the Principal Project Documents) within such Astrodome, Exhibition Hall, Astroarena or any improvements permitted pursuant to Section 7.2.

Section 5.9 Astrodomain Rights. In addition to the Exclusivity Rights, Naming Rights, Branding Rights, Pourage Rights, Advertising rights, Concession Rights, Sponsor rights and Service

Rights granted to the Team and the Rodeo pursuant to this Agreement, the Landlord has granted the Team and the Rodeo, jointly, the naming, signage, advertising, sponsorship, branding, pourage, service and other rights to the Astrodomain Complex and the remaining portion of the Complex Grounds described in and pursuant to the terms, provisions and conditions set forth in the Astrodomain Joint Marketing Terms and Conditions (herein so called) attached hereto as Exhibit "L". The provisions of the Astrodomain Joint Marketing Terms and Conditions shall control over any conflicting provisions in this Agreement; provided, however in the event that any rights granted thereunder are terminated or withdrawn in accordance with the terms thereof, no such termination or withdrawal shall affect or diminish any of the other rights or benefits granted to either the Rodeo or the Team under any of the Principal Project Documents.

Section 5.10 Tenants' Affiliates. Each of the Tenants reserve the right to assign the rights granted to them hereunder, including without limitation, all Naming Rights, Advertising rights, Signage rights, Concession Rights, Sponsor rights, Branding Rights, Service Rights, Pourage Rights and any other rights granted pursuant to the Astrodomain Joint Marketing Terms and Conditions to an entity wholly owned, directly or indirectly, by such Tenant (an "Owned Affiliate"). On behalf of each such Owned Affiliate, the Tenants reserve the right for such Owned Affiliates (or if not so assigned, for themselves) to form a joint venture or other entity wholly owned, directly or indirectly, by the Tenants or their Owned Affiliates (on terms mutually acceptable to the Tenants) to pursue and enjoy all such rights. Any such assignment to the Tenants' Owned Affiliates or joint venture or other entity shall be subject to the terms of the Principal Project Documents and shall not relieve the Tenants from their liabilities and obligations hereunder. Any references to the "Tenants" in Article 16 hereof shall likewise apply to such Owned Affiliates and any such joint venture or other entity that they may create as permitted herein for the purpose of protecting the confidential, proprietary and trade secret nature of the Private Contract Rights of such parties. In no event shall the Tenants assign any such rights to any Person who is not an Owned Affiliate of either Tenant or that is not a joint venture or other entity wholly owned, directly or indirectly, by the Tenants or such Owned Affiliates.

ARTICLE 6

NAMING RIGHTS, ADVERTISING AND SIGNAGE

Section 6.1 Signage. The Parties agree that all Signage referred to in this Agreement will either be inside the Stadium or permanently affixed to the exterior of the Stadium or within the Highly Restricted Area (as determined by the mutual agreement of the Tenants), with the exception of (i) the Marquee, (ii) the Stadium entrances and (iii) the directional signage to the Complex Grounds and Stadium. Notwithstanding the foregoing, the Parties agree that no Signage or Advertising shall be located in or affixed to the Restricted Portions of the Roof.

(a) **Naming Rights Signage.** The Team and Rodeo, acting jointly, shall have the exclusive right to sell the Naming Rights License for the Stadium and no other Party or Person shall grant such rights. In such connection the Team shall take the lead in selecting such Naming Rights Licensee and negotiating the terms of the Naming Rights Agreement with the Naming Rights Licensee; but shall actively include the Rodeo in such process,

selection and negotiations on an ongoing basis so that the Rodeo will be fully informed of the current status and material details thereof. The Rodeo shall be entitled to (i) approve the identity of the Naming Rights Licensee and all of the terms and provisions of the Naming Rights License and Naming Rights Agreement and (ii) attend and participate in all meetings and negotiations with any prospective Naming Rights Licensee. The purchaser of the Naming Rights will be afforded Signage rights in accordance with the terms of the NFL Club License Agreement and Rodeo License Agreement, which in general, affords the Naming Rights Licensee Signage rights wherever the Stadium building's name would normally appear as determined by the mutual agreement of the Tenants; however, Naming Rights Signage shall be subject to the restrictions contained in Section 6.1(e) of the Funding Agreement and the name given to the Stadium shall be subject to the restrictions contained in the License Agreements. The design, presentation and appearance of any Fixed Permanent Signage shall be consistent with the general design, presentation and appearance of the Stadium as mutually approved by the Landlord, Team and Rodeo, Landlord not unreasonably withholding its approval, in order to protect the public image of the Stadium. The Naming Rights package for Signage shall be mutually approved by the Team and Rodeo. Naming Rights standards shall be agreed to in advance between the Team and the Rodeo.

(b) Virtual Signage and Advertising. The Parties acknowledge and agree that the benefits to be derived from any Signage and Advertising permitted under this Agreement will not be diluted by any computer or other generated "virtual signage." The Tenants, however, shall have the unrestricted right to grant "virtual signage" rights with respect to their respective Tenant Events. No other Person, including, without limitation, the Landlord, the Complex Manager, the Sports Authority or the County, shall have the right to grant "virtual signage" rights (whereby Signage or Advertising not actually present in or at the Stadium shall be inserted into and as part of any broadcast or transmission) with respect to any Tenant Event occurring at the Stadium nor grant to any party the right to employ any (except where required for a Special Event, excluding the Super Bowl, as provided in Section 6.5(a) below, provided, however, such exception shall not apply with respect to Naming Rights Signage) so-called "blocking" technology (whereby any Signage or Advertising located in or at the Stadium may be obscured, altered or replaced), to the extent that any such rights would diminish or impair the rights, revenues or benefits otherwise to be derived by the Tenants hereunder other than as permitted under Section 6.5(c) with respect to Special Events.

(c) Barter/Trade Agreements. In the event that any equipment or service vendor, contractor or concessionaire accepts a barter or trade of Advertising, Signage, or any other saleable service or right for the Stadium from a Party, for equipment, products or services provided to or included in the Stadium or for a contribution to any Stadium costs, the Landlord, Team and Rodeo shall be entitled to receive their share of revenues (as allocated under this Article 6) from such Advertising, Signage, Naming Rights and all other saleable services or rights for the Stadium, from the Party that received or benefitted from such barter or trade, whether through its designee or otherwise, based upon the value of the equipment, products, services or contribution bartered or traded. For the purposes hereof the term "saleable service or right" shall not apply to rights granted to a Person which involves an

association with either the Team or the Rodeo or the designation of any such Person with any type of official status with the Team or the Rodeo and any economic benefits derived therefrom shall not be subject to any other Party hereto sharing therein.

(d) Other Astrodomain Facilities. The Landlord will have the right to name any Other Buildings located at the Astrodomain Complex, including the grounds of the Astrodomain Complex, and shall have the non-exclusive right to utilize the Marquee(s) for informational purposes only to identify the name of such other facilities and to identify upcoming scheduled events at the Stadium and such Other Buildings. The Marquee(s) shall at all times identify the name of the Stadium. The Marquee(s) shall not, however, be used by the Landlord or any other Person claiming under the Landlord for any Advertising purposes (i.e., advertising space shall not be sold or bartered by the Landlord on such Marquee(s)). The Parties will refer to, and require (to the extent within their control), their agents, contractors and licensees to refer to the Other Buildings and the Astrodomain Complex by the names given to them (it) by the Landlord, to the extent such name(s) is (are) in compliance with the other terms hereof. Similarly, the Parties will refer to, and require (to the extent within their control), their agents, contractors and licensees to refer to the Stadium by the name given to it pursuant to the Naming Rights Agreement to the extent such name is in compliance with the terms of the License Agreements.

Section 6.2 Naming Rights Revenues/Allocations.

(a) All net Naming Rights revenues shall be allocated as follows: (i) eighty-three percent (83%) to the Team, (ii) twelve percent (12%) to the Rodeo, and (iii) five percent (5%) to the Landlord. The Parties acknowledge that each Tenant shall be entitled to receive the Naming Rights Revenues allocable to it as and when they are paid. Prior to any such allocation any Benefits Revenues from Naming Rights shall be allocated to the Party that creates, generates or provides such Benefits Revenues from Naming Rights; provided, however, that nothing herein shall permit any Party to grant (i) Suite or long term parking rights to any Person as part of an Amenities Package for use during any other Party's Events without such Party's prior approval or (ii) an Amenities Package during an Event of any Party which is inconsistent with such other Party's rights under the Principal Project Documents. A floor value for the Naming Rights shall be mutually established and agreed upon by the Team and Rodeo before the marketing of the Naming Rights commences. Any and all additional elements generating Benefits Revenues must be defined and assigned a specific value by each Party and in the case of Naming Rights in the Naming Rights License or no value may be assigned to such elements.

(b) Landlord shall provide (or shall cause the Complex Manager to provide) on a regular basis to the Tenants a schedule for ticket and parking prices applicable to the Landlord Events, provided that such schedule of ticket and parking prices shall allow the collective marketing by the Tenants of the Naming Rights and/or Suites, Club Seats or other Amenities Packages in connection with the Landlord Events, and such ticket and parking prices shall not exceed the reasonable and customary prices charged to the general public for

such Events. The Team shall receive any bonus revenues that may be attributed to the Team's Tenant Events, the Super Bowl or any post-season NFL Football Games. The Rodeo shall receive any bonus revenues that may be attributed to the Rodeo's Tenant Events that are specifically identified in the Naming Rights Agreement. The Landlord, Team and Rodeo shall evenly share (on a one-third basis each) any other bonuses that are specifically identified in the Naming Rights Agreement that are unrelated to the Team and the Rodeo, such as the Special Events. The Naming Rights Licensee will be afforded Exclusivity Rights within the Stadium as mutually agreed upon by the Tenants, but such Exclusivity Rights will not extend to the rest of the Astrodome Complex during any Rodeo Tenant Event or Landlord Event unless a separate, mutually agreed upon fee to the Rodeo or the Landlord, respectively, is negotiated with an assigned specific value. The Landlord, County and the Complex Manager shall be prohibited from selling Naming Rights or allowing any other Person to sell any Naming Rights, including, without limitation, any of the Naming Rights, to any Other Building, the Complex Grounds, or the grounds of the Astrodome Complex, to a Sponsor in the same product category as the Naming Rights Licensee.

(c) The Exclusivity Rights granted within the Stadium will in no event preclude either Tenant or Landlord from acknowledging its "Official Sponsors or Presenters" on the Scoreboards or video boards during its respective Events. These acknowledgments will not, however, include Fixed Permanent Signage nor Fixed Rotational Signage and such announcements will not take the form of advertisements or commercials but will be mentions only.

Section 6.3 Fixed Rotational Signage/Allocations. Subject to the terms of Section 6.10, the Landlord shall receive (a) the lesser of (i) five percent (5%) of all revenues received by the Team from Fixed Rotational Signage during its Six-Month Period or (ii) one hundred fifty thousand dollars (\$150,000.00) on an annual basis each year following the first public Event held at the Stadium during the Team's Six-Month Period, adjusted as provided in Section 6.10, and (b) the lesser of (i) five percent (5%) of all revenues received by the Rodeo from Fixed Rotational Signage during its Six-Month Period or (ii) one hundred and fifty thousand Dollars (\$150,000.00) on an annual basis each year following the first public Event held at the Stadium, during the Rodeo's Six-Month Period, adjusted as provided in Section 6.10. The Tenants will sell their own Fixed Rotational Signage to rotational advertisers on a non-exclusive basis for their respective Six Month Period and keep all revenues therefrom other than those allocated to the Landlord as set out above. No other Person, including the Landlord shall sell any Fixed Rotational Signage. The Landlord, Team and Rodeo will cooperate with each other in an attempt to maximize their revenues through the sale of Exclusivity Rights and Amenities Packages, but the Tenants shall nonetheless be free to sell their own sponsorships incorporating the Fixed Rotational Signage element as they may deem appropriate during their respective Six Month Periods. Each Tenant shall pay the production costs, artwork installation costs, expenses, fees, and all other costs related to its use of the Fixed Rotational Signage during their respective Six Month Periods. Prior to any of the foregoing allocations, any Benefits Revenues from Fixed Rotational Signage shall be allocated to the Party that creates, generates or provides such Benefits Revenues, provided, however, nothing herein shall permit any Party to grant (i) Suite or long term parking rights to any Person as part of an Amenities Package for

use during any other Party's Events without such Party's prior approval, or (ii) an Amenities Package during an Event of another Party which is inconsistent with such other Party's rights under the Principal Project Documents.

Section 6.4 Fixed Permanent Signage/Allocations. All Fixed Permanent Signage revenues shall be allocated as follows: (a) forty-seven and one half percent (47.5%) to the Team, (b) forty-seven and one half percent (47.5%) to the Rodeo and (c) subject to the terms of Section 6.10, five percent (5%) to the Landlord. Once the revenue from the Landlord's allocable portion from Fixed Permanent Signage and Fixed Rotational Signage revenues exceeds the predetermined overall cap set forth in Section 6.10, the revenues from Fixed Permanent Signage will be allocated fifty percent (50%) to the Team and fifty (50%) to the Rodeo. Prior to any of the foregoing allocations, any Benefits Revenues from Fixed Permanent Signage shall be allocated to the Party that creates, generates or provides such Benefits Revenues, provided, however, nothing herein shall permit any Party to grant (i) Suite or long term parking rights to any Person as part of an Amenities Package for use during any other Party's Events without such Party's prior approval, or (ii) an Amenities Package during an Event of another Party which is inconsistent with such other Party's rights under the Principal Project Documents. A floor must be by mutually agreed upon and established by each Tenant for each sign, Advertising or product right, with or without Amenities Packages, contemplated to be sold as part of a Fixed Permanent Signage package before that right can be marketed. Any and all additional elements generating Benefits Revenues from Fixed Permanent Signage must be defined and assigned a specific value by the Tenants prior to inclusion in any Fixed Permanent Signage package or no value may be assigned to the element; provided however, that the Landlord shall provide (or shall cause the Complex Manager to provide) on a regular basis to the Tenants a schedule for ticket and parking prices applicable to the Landlord Events, and provided further that such schedule of ticket and parking prices shall allow the Tenants to market their respective Fixed Permanent Signage in connection therewith, and such ticket and parking prices shall not exceed the reasonable and customary prices charged to the general public for such Events. The Team shall receive any bonus revenues that may be attributed to the Team's Tenant Events, the Super Bowl and any post-season NFL Football Games. The Rodeo shall receive any bonus revenues that may be attributed to any of the Rodeo's future Tenant Events that are specifically outlined in a Fixed Permanent Signage contract (the "Fixed Permanent Signage Agreement"). The Parties shall evenly share (on a one-third basis each) any other bonuses specifically outlined in any Fixed Permanent Signage Agreement that are unrelated to the Parties, such as the Special Events. The Team and the Rodeo shall jointly market all Fixed Permanent Signage on mutually acceptable terms.

Section 6.5 Stadium Users' Signage.

(a) Temporary Signage and Temporary Advertising will be sold by the Tenants and the Stadium Users (which rights may be granted to the Stadium Users by the Landlord or the Complex Manager) for their respective Event(s), and each such party (i.e., the Tenants and the Stadium Users) will keep one hundred percent (100%) of the revenues derived or generated from such Events. Any Exclusivity Rights sold by the Tenants will be honored by the Landlord, the Complex Manager (which the Landlord shall obligate to honor the same)

and all Stadium Users, as detailed below. Video commercials sold by the Tenants for their respective Six Month Periods will be exhibited at all Events during such Six Month Period, unless traditionally and historically banned at such Events (e.g., no alcohol advertising may be allowed at religious or NCAA events). Similarly, Fixed Rotational Signage sold for a particular Six Month Period will be exhibited at all Events held during such Six Month Period (or annually, as the case may be), unless traditionally and historically banned at such Events (e.g., no alcohol advertising may be allowed at religious or NCAA events). For the purposes hereof, sponsorships that are an integral part of the name of an Event, such as by way of example but not in limitation, Budweiser Superfest shall not be deemed Signage or Advertising for purposes of this Agreement to the extent such name is uniformly applied to and used in connection with such Event in other venues.

(b) The Landlord will honor and will cause the Complex Manager and all Stadium Users to honor, all Advertising and Signage Exclusivity Rights granted by the Team and/or Rodeo; provided, however, that the Stadium Users utilizing the Stadium may, from time to time, be permitted to sell Temporary Advertising and Temporary Signage at their own Events, subject to the following conditions:

(i) No Temporary Advertising or Temporary Signage may be affixed to any part of the Stadium or on any existing Signage or Advertising structures within or around the Stadium, except that Stadium Users will be permitted to place Temporary Advertising, in the case of sports team Stadium Users (such as a Major League Soccer Team) on the playing turf and the goal posts or, in the case of non-sport team Stadium Users, on the stage or in the performance area, as well as Temporary Signage advertising certain products and/or services, so long as the same are not in violation of any existing Exclusivity Rights previously granted by the Team and/or Rodeo.

(ii) The permitted Temporary Advertising and Temporary Signage for Stadium Users will be permitted in the Stadium only during such Stadium User's Events and not during any other times.

(iii) In no event shall the Stadium Users have the right to grant any Exclusivity Rights to advertisers or Sponsors which would in any way (x) affect the ability of the Team and/or Rodeo to advertise at the Stadium or (y) affect the ability of the Team and/or the Rodeo to participate in sponsorships or promotions inside or outside of the Stadium with any Persons as the Team and/or Rodeo shall determine in their own absolute discretion.

(c) Except for the Naming Rights Signage, the foregoing restrictions on the permitted Temporary Signage and Temporary Advertising which the Stadium Users may exploit shall not apply in the event that the Stadium is used for a Special Event, it being recognized and acknowledged by the Parties that the Stadium may have to conform to the requirements of such Special Events with respect to certain Signage and Advertising in the

Stadium during the Special Events (e.g., the NCAA prohibits alcoholic beverage signs in the seating area), including, potentially, the requirement that some of the Fixed Permanent Signage and Fixed Rotational Signage (but not Naming Rights Signage) within the seating area of the Stadium may be required to be covered, draped or otherwise blacked out during such Special Events.

Section 6.6 Signage Elements. All physical elements of Fixed Permanent Signage and Fixed Rotational Signage (including location) must be approved by the Parties, but the Landlord will not unreasonably withhold, condition or delay its approval of the same and in exercising its approval rights, the Landlord will not diminish the revenue generating potential to Tenants from Signage and will not disapprove Signage consistent with Signage in other Comparable Facilities.

Section 6.7 Fulfillment Costs.

(a) The Parties acknowledge and agree that as much of the Fixed Permanent Signage and Fixed Rotational Signage production costs and expenses as possible will be incorporated into the Project Budget.

(b) The Parties agree that when Fulfillment Costs must be incurred on Fixed Permanent Signage and Fixed Rotational Signage, or Naming Rights Signage, such Fulfillment Costs will be subtracted from the total price of the packages to reimburse the Party that incurred the same with the remainder being the amount subject to being split between the Parties as provided herein.

Section 6.8 Signage Rate Card. Prior to marketing any Signage, the Tenants shall mutually agree upon a rate card for such Signage. When the Tenants produce the rate card for the Signage, they will make their best efforts to outline a benefits package likely to be required to sell each Signage package so that net proceeds from Signage and related benefits may be projected by each of them prior to the actual sales effort. All shared categories will have a floor mutually agreed upon by the Team and Rodeo for each sign or marketed product below which the gross sales price of shared elements to be divided among the Parties may not fall.

Section 6.9 Exclusivity Rights. All elements of product and service provider rights (e.g. soft drink pourage, financial service/ATM services, "official candy provider," etc.) as well as Exclusivity Rights, Branding Rights, Service Rights and Pourage Rights and the allocation of the benefits and income therefrom among the Tenants shall be determined and mutually agreed upon by the Tenants on a case-by-case basis and relate exclusively to the interior of the Stadium and within the Highly Restricted Area, as determined by mutual agreement of the Tenants, unless a to-be negotiated premium with an assigned specific value for the area outside of the Highly Restricted Area is paid to (i) the Rodeo to compensate the Rodeo for the loss of potential non-exclusive advertisers included on those areas of the Astrodomain Complex outside of the Highly Restricted Area for which Rodeo has use or occupancy rights during its respective Tenant Event Days, or (ii) the Landlord to compensate the Landlord for the loss of potential non-exclusive advertisers included on the rest of the Astrodomain Complex for the Landlord Events. The Tenants agree that

they will not structure such Exclusivity Rights, and product and service provider rights so as to negatively impact in any material respect the operating costs of, or the quality of service provided at the Stadium. Neither Landlord, the County, the Complex Manager, Team, nor Rodeo shall take any action, nor allow any other Person within its control to take any action, which would interfere or conflict with any Exclusivity Rights. Any "official category or product" rights that are included in any Exclusivity Rights shall apply only to the interior of the Stadium building or within the Highly Restricted Area, as determined by mutual agreement of the Tenants, and not to the Team or Rodeo. The Exclusivity Rights shall not include any, and the Team and the Rodeo shall each separately retain for their own benefit, use and sale, all rights to "organizational" exclusivity of the Team and the Rodeo (i.e., the "Official Truck of the Houston Livestock Show and Rodeo").

Section 6.10 Allocations; Caps. In return for receiving the allocable portion (capped as provided in Sections 6.3 and 6.4 above) of revenues from Fixed Permanent Signage and Fixed Rotational Signage, the Landlord agrees to, and if applicable, the Landlord shall cause the Complex Manager to agree to:

(a) For purposes of calculating the Landlord's share of revenues from Fixed Permanent Signage and Fixed Rotational Signage, any up-front or one-time payments relating to the same shall be treated as if paid in equal annual amounts over the life of the contract to which such rights apply. Landlord shall not be entitled to receive any revenues from Fixed Permanent Signage and Fixed Rotational Signage in excess of an annual cap of \$300,000.00; provided that (i) when the revenue from the Landlord's share of revenues from Fixed Permanent Signage exceeds such cap, such excess shall be allocated fifty percent (50%) to Team and fifty percent (50%) to Rodeo, and (ii) when the Landlord's share of revenues from Fixed Rotational Signage exceeds the respective maximum amounts allowed under Section 6.3 above that are allocable to Landlord, then such excess shall be allocable to either the Team or Rodeo, as the case may be in accordance with Section 6.3 hereof. The \$300,000.00 cap shall be adjusted annually (on the anniversary of the first public Event date of the Stadium) by the lesser of (a) three percent (3%) per annum, cumulative, or (b) the product that results from multiplying the CPI Fraction by \$300,000.00. The \$150,000.00 cap referred to in Section 6.3 above shall likewise be increased annually by making a similar calculation; and

(b) Honor Exclusivity Rights and Naming Rights sold by both the Team and Rodeo in accordance with the terms of this Agreement and product category protection for the Naming Rights Licensee as well in the Astrodome Complex (e.g., if the Stadium is named "Continental Airlines Stadium," then Landlord shall not name the Exhibition Hall [or any other facility on the Astrodome Complex], the "Southwest Airlines Exhibit Hall"); and

(c) Exhibit all Naming Rights, Fixed Permanent Signage, Fixed Rotational Signage, Temporary Advertising and Temporary Signage (for the Events to which such Temporary Advertising and Temporary Signage relates) at all Events unless traditionally and historically banned at such Events, (i.e. no alcohol advertising is permitted at religious or NCAA events); and

(d) Permit the sale of Temporary Signage and Temporary Advertising at the Landlord Events so long as the same does not conflict with the Exclusivity Rights; and

(e) Provide the existing and any new Marquees to the Team and Rodeo for Fixed Permanent Signage (and permitting informational notices and the name of other facilities at the Astrodome Complex by Landlord, as provided above); and

(f) Not permit, directly or indirectly, any Ambush Marketing or in any way devalue any Exclusivity Rights, the Naming Rights, Permanent Fixed Signage, Fixed Rotational Signage, Temporary Advertising Signage or Temporary Signage rights or revenues, Sponsorship, promotion, media or association rights or revenues held by the Team and Rodeo; and

(g) Refer to and require all Stadium Users and others having business in or contracts concerning the Stadium to refer to the Stadium by the name granted in the Naming Rights Agreement.

ARTICLE 7

FUTURE DEVELOPMENT

Section 7.1 Non-Programmed Space. No Party shall be entitled to develop, or alter, demolish or construct any improvements in, nor lease, license or otherwise transfer or allow any other Party or other Person to use, any of the Non-Programmed Space, without the prior consent of all Parties. No use of any of the Non-Programmed Space shall conflict with or violate the rights of any Party under any of the Principal Project Documents, including, without limitation, Naming Rights, Exclusivity Rights, Branding Rights, Pourage Rights, Service Rights, Signage, Concession Rights, retail marketing, merchandising, and sponsorship rights.

The Parties shall be entitled to share in the expenses and profits of each proposed use of Non-Programmed Space on a per capita basis. The Parties shall be entitled to participate in the venture created for the development and leasing of the Non-Programmed Space on up to a per capita equal basis or with such lesser interest as they may individually elect. In the event a Party elects to participate on less than an equal basis with the other Parties, then the other Parties may share the remaining interests in such venture as they may agree to among themselves. All expenses of a Party contributed to the development, operation, management, leasing or licensing of Non-Programmed Space for a particular use shall be considered a capital contribution of such Party including incremental increases in operating costs of the Landlord (to the extent not recouped by Landlord as part of the pass-through operating costs paid by any user or licensee of such Space) as a result thereof. If a Party is a sole user of the Non-Programmed Space, then the venture between all of the Parties shall charge a fair market rental rate for such Space from such Party, as such rate is mutually agreed to by all the Parties, but taking into account the length of term, size, location and type of space, improvements, and the amenities and services to be provided thereto, to the extent not already provided under the provisions of the Principal Project Documents. Distributions to the Parties of profits derived from a particular use of Non-Programmed Space shall be made first pro rata to the

Parties who made capital contributions, together with a preferred return to each of such Parties equal to a per annum interest on the capital contributions at a rate to be agreed upon by the Parties, from the time of each expenditure creating a capital contribution to the time of the distribution returning such capital contribution, and second, to the Parties on a per capita basis.

Section 7.2 Astrodomain Complex. Notwithstanding anything to the contrary contained in the Principal Project Documents (other than the Rodeo Lease and the Existing Rodeo Lease), the Landlord shall be entitled to lease and/or develop all areas of the Astrodomain Complex that are not part of or within the Stadium, the Highly Restricted Area, the Team Facilities, the Rodeo Facilities or the Practice Facilities provided that:

(a) Any such lease or development shall be subject to the Rodeo's rights under the Rodeo Lease and the Existing Rodeo Lease;

(b) To the extent any such lease or development would reduce the number of parking spaces in the Complex Grounds below those required to be provided to each Tenant in its respective Lease Agreement, the Landlord shall replace such parking spaces with parking spaces located not materially more distant or less convenient to the Stadium than the parking spaces so eliminated;

(c) Such lease or development shall not materially alter ingress or egress to the Stadium or to the parking areas of the Complex Grounds;

(d) Such lease or development shall not conflict with, violate or otherwise infringe on any Naming Rights, Exclusivity Rights, Branding Rights, Service Rights, Signage, Advertising, Concession Rights granted to or by either Tenant, and in connection therewith Landlord shall ensure against Ambush Marketing and Party Ambush Marketing or the breach of any Naming Rights, Pourage Rights, Signage, Advertising, Concession Rights, Exclusivity Rights, Service Rights and/or Branding Rights granted by either Tenant to any Person pursuant to the Principal Project Documents;

(e) Such lease or development and the uses thereof shall not materially or adversely affect the aesthetics or exterior appearance of the Stadium or the visibility of the Stadium from Kirby Drive or Loop 610 South;

(f) Such lease or development and the uses thereof shall be consistent with a first class multi-purpose sports and entertainment complex; and

(g) To the extent any such lease or development would reduce the area available to the Rodeo within the Astrodomain Complex (other than the Landlord's Land and the Rodeo Land), the Rodeo shall have the right to use an equivalent area in the Additional Parking Land, Landlord's Land or the Rodeo Land for any Permitted Use (as defined in the Rodeo Lease) during the Rodeo Tenant Events, the location of such portion of the Additional

Parking Land, Landlord's Land or the Rodeo Land so available to the Rodeo to be reasonably acceptable to the Rodeo.

Section 7.3 Requests for Proposals. In the event that either the Landlord or any Person on its behalf or the County, including the Complex Manager elects to issue a request for proposals or other similar solicitation for the lease or development of any portion of the Astrodome Complex or otherwise receives a bona fide inquiry from any Person with respect to the lease or development of any portion of the Astrodome Complex, Landlord shall promptly disclose all details thereof (as such details then exist) to the Tenants pursuant to the provisions of Section 2.2 as an Issue for consideration under and in compliance with the terms thereof.

Section 7.4 Highly Restricted Area. The Landlord shall not be entitled to develop, sell, lease, or otherwise transfer, or develop, demolish or construct improvements on, any of the Highly Restricted Area, without the prior written consent of the Tenants.

Section 7.5 Video Production Facilities. The Parties contemplate that the Exhibition Hall includes the development, build-out and equipping of video production facilities by the Rodeo for the Rodeo's use and control. The use of such video production facilities by the Team and the Landlord is subject to the Parties reaching an agreement acceptable to the Rodeo with respect to their participation in the development, build-out and equipping and the respective use thereof. The Parties agree to use commercially reasonable efforts to reach such an agreement. The failure of the Parties to reach such an agreement shall not affect the rights of the Rodeo to use and control such facilities.

Section 7.6 Tour Theater. The Stadium includes a tour theater. The Parties shall each have the right to the use of the tour theater. The use thereof shall be subject to the Parties reaching an agreement mutually acceptable to each of the Parties with respect to the sharing of revenues and operational costs related thereto.

ARTICLE 8

SUITE AND CLUB LEVEL USAGE

Section 8.1 Tenant Events. The Team and the Rodeo shall have the exclusive right to jointly market and license forty-seven (47) Suites, or such greater or lesser number as the Team and Rodeo may otherwise agree, from time to time (the "Joint Suites"), which will allow Joint Suite licensees to purchase admission tickets to all of the Tenant Events of the Team and the Rodeo. All Suites that are not Joint Suites shall be separately and exclusively marketed and licensed by the Team and the Rodeo for their respective Tenant Events. The Suites shall be available to Suite licensees at all times during the Lease Term pursuant to the terms of the applicable Suite license agreements for the viewing of such Tenant Events.

Section 8.2 Landlord Events. When a Landlord Event is scheduled to occur, the right to purchase admission tickets thereto for use with any Suite shall be determined as follows: (a) first, the Team and the Rodeo shall have the right to allow their Joint Suite licensees to purchase such admission tickets; (b) second, if such admission tickets are not purchased pursuant to Section 8.2(a)

above or if any such Suite is not a Joint Suite, then the Team shall have the right to purchase for its Suite licensee, or allow its Suite licensee to purchase, such admission tickets; and (c) third, if such admission tickets are not purchased pursuant to Section 8.2(b) above, then the Rodeo shall have the right to purchase for its Suite licensee, or allow its Suite licensee to purchase, such admission tickets. Notwithstanding the foregoing to the contrary, in the case of a Special Event, the Landlord shall have the right to make the Suites available to sponsors, promoters, advertisers and other parties associated with such Special Event free and clear of the rights of Tenants and their respective suiteholders; provided, however, that the terms of Exhibit "M" are fully satisfied and prior to offering admission tickets for such Suites to the general public for such Special Event (as distinguished from advertisers, promoters, sponsors and other parties related to such Special Event), Landlord shall cause the promoter of such Special Event to use its good faith reasonable efforts to offer admission tickets for such Suites pursuant to the provisions set forth in this Section 8.2 above. The cost of admission tickets to a Suite for Landlord Events (other than Special Events) shall be the average price of all permanent manifested, lower bowl seat admission tickets in the Stadium for such Landlord Event and for such Special Events offered to a current Suite licensee shall be the ticket price offered to the general public by the promoters thereof for Suite tickets. Notwithstanding the foregoing to the contrary, when a Super Bowl is scheduled to occur, Landlord shall have the exclusive right to license and sell admission tickets to the Suites, provided that the conditions set forth in Exhibit "M" are fully satisfied, and provided further that such right of Landlord in the case of the Super Bowl is subject to the Team's rights to use at least one-half of all Suites at no cost (other than the cost of tickets to such Suites, as required by the NFL) and the needs of the NFL to use space in Suites and rearrange Suite usage.

Section 8.3 Dark Suites. Except as provided in Section 8.2, if admission tickets to a Suite for a Tenant Event or Landlord Event are not purchased as set forth in Section 8.1 or 8.2, the Suite in question shall be unoccupied and remain "dark" for the Tenant Event or Landlord Event in question.

Section 8.4 Major Conventions. Anything in Section 8.2 above to the contrary, in the case of a Major Convention, (a) any licensee of a Suite from the Team and/or the Rodeo who is a registered attendee of the Major Convention shall be entitled to use such Suite at no cost other than for Concessions, and (b) Landlord shall license the Suites in the following order: (i) first, Suites that have not been licensed by a Tenant, (ii) second, Suites that are not Joint Suites (and Landlord will use good faith efforts to equally use Suites licensed by the Team and Rodeo and avoid overuse of certain Suites relative to other Suites), and (iii) third, Joint Suites.

Section 8.5 Major League Soccer. In the event a major league soccer franchise that is not owned by the Team or an Affiliate of the Team uses the Stadium for its games, and the Halo Suites and Sky Box Suites have been constructed, the Landlord shall have the exclusive right to license to the public or to such major league soccer franchise the Halo Suites and Sky Box Suites for the viewing of such games. The provisions hereof are subject to the terms of Section 18.22 hereof.

Section 8.6 Suite Revenues. All Suite revenues from any Tenant Event shall be received by the Tenant holding such Tenant Event. Landlord shall receive all Suite revenues derived from Landlord Events. If a Suite is to be occupied during any Event, all admission tickets for such Suite must be purchased.

Section 8.7 Non-Event Suite and Stadium Club Access.

(a) Joint Suite Licensee Use. On reasonable prior notice to Landlord and subject to the provisions of the Lease Agreements and Landlord's Booking procedures, upon the prior approval of either Tenant, the licensee of a Joint Suite may use the Joint Suite and/or the Club Level on a year-round basis, at any time during normal operating hours of the Stadium for a conference, meeting or other business purposes (subject to applicable Governmental Rules) so long as (x) no Event is being held anytime during (or immediately prior to or immediately following) that same time, (y) with regard to the use of the Joint Suite (in question) the payment to Landlord of operating expenses caused by such use and (z) with regard to the use of the Club Level, the payment to Landlord of a reasonable fee, plus operating expenses caused by such use. Along with access to its Suite and/or the Club Level pursuant to this Section, the Joint Suite licensee shall have reasonably free access to such other areas of the Stadium as is necessary to gain such access to its Suite or the Club Level; however, such access rights shall not interfere with Landlord's or any Stadium tenant's rights.

(b) Other Suite Licensee Use. On reasonable prior notice to Landlord and subject to the provisions of the Lease Agreements and Landlord's Booking procedures, if a licensee of a Suite that is not a Joint Suite desires to use the Suite and/or the Club Level during normal operating hours of the Stadium for a conference, meeting or other business purposes (subject to applicable Governmental Rules) at a time when no Event is being held (or scheduled to occur immediately prior to or immediately following), such licensee must obtain the prior approval of the Tenant from which such licensee acquired its license of such Suite and (x) with regard to the use of the Suite in question, pay to Landlord the operating expenses caused by such use and (y) with regard to the use of the Club Level, payment to Landlord a reasonable fee, plus operating expenses caused by such use. Notwithstanding the foregoing, a licensee of a Suite that is not a Joint Suite shall not have the right to use the Suite and/or Club Level on a Tenant Event Day of the Tenant from which such licensee did not acquire its license of such Suite. Along with access to its Suite and/or the Club Level pursuant to this Section, the Suite licensee shall have reasonably free access to such other areas of the Stadium as is necessary to gain such access to its Suite or the Club Level; however, such access rights shall not interfere with Landlord's or any Stadium tenant's rights.

(c) Sponsor Use. On reasonable prior notice to Landlord and subject to the provisions of the Lease Agreements and Landlord's Booking procedures, if a sponsor of a Tenant or the Stadium desires to use the Club Level during normal operating hours of the Stadium for a conference, meeting or other business purposes (subject to applicable Governmental Rules) at a time when no Event is being held (or scheduled to occur immediately prior to or immediately following), such sponsor must obtain the prior approval

of the Tenant with which such sponsor is affiliated and pay to Landlord a reasonable fee, plus operating expenses caused by such use. Along with access to the Club Level pursuant to this Section, the sponsor shall have reasonably free access to such other areas of the Stadium as is necessary to gain such access to the Club Level; however, such access rights shall not interfere with Landlord's or any Stadium tenant's rights.

(d) Revenues. Net Concession Revenues from Consumable Concessions generated from a Suite Licensee's use of a Suite during Team Tenant Non-Events shall belong one hundred percent (100%) to the Team. Net Concession Revenues from Consumable Concessions generated from a Suite Licensee's or a sponsor's use of the Club Level during a Team Tenant Non-Event shall be shared equally between the Team and the Landlord. During Rodeo Tenant Non-Events, Net Concession Revenues from Consumable Concessions generated from a Suite Licensee's use of a Suite or a Suite Licensee's or Stadium sponsor's use of the Club Level shall be allocated as provided in the Rodeo Lease and the Existing Rodeo Lease.

Section 8.8 Halo Suites and Sky Box Suites. In the event the Halo Suites and/or the Sky Box Suites are constructed, they will be licensed by the Tenants and Landlord in the same manner as provided in Sections 8.1 and 8.2 for private Suites that are not Joint Suites, unless the Tenants agree otherwise; provided, however, that in any event, in consideration of Landlord's grant to the Team of the right of first refusal in connection with the lease or license of the Stadium for professional soccer as provided in Section 18.22 hereof Landlord shall have the right to license the Halo Suites and Sky Box Suites for the home games of any such soccer franchise; provided, however, that the terms of Exhibit "M" are fully satisfied and prior to offering admission tickets for such Halo Suites and Sky Box Suites to the general public for such soccer event the franchise owner thereof shall use its good faith reasonable efforts to offer admission tickets to the Halo Suites and Sky Box Suites to current Suite holders. In this regard, the cost of admission tickets to a Halo Suites and Sky Box Suite shall be the ticket price or Suite price (as the case may be) offered to the general public by such franchise holder for Halo Suites and Sky Box Suite tickets.

Section 8.9 Landlord's Suite. Landlord shall be permitted to utilize one (1) Suite (the location of which is depicted on Exhibit "N" ("Landlord's Suite")) for all Events (other than the Super Bowl) at the Stadium.

ARTICLE 9

CHANGES, ALTERATIONS AND ADDITIONAL IMPROVEMENTS

Section 9.1 Tenants. Subject to the limitations and requirements contained in this Section 9.1, either Tenant shall have the right at any time and from time to time to (i) request Landlord to make changes or alterations to the Leased Premises so that the Leased Premises, taken as a whole, and each component thereof, respectively taken as a whole, is not only in First Class Condition, but contains and exhibits those improvements, equipment and standards which are likely to engender interest and increase use among prospective guests, invitees, concessionaires, sponsors and advertisers (the construction or installation of any such changes and alterations referred to in this

item (i) being collectively referred to herein as the "Requested Work"), (ii) make changes and alterations in, to or of its own Tenant Facilities (other than the "Tenant's Facilities" as defined in the Existing Rodeo Lease which shall be governed by the terms of the Existing Rodeo Lease), and (iii) make those changes and alterations to the Stadium which are described in item (i) above if, after request by such Tenant, Landlord fails to do so (the construction or installation of any such changes and alterations referred to in items (ii) and (iii) above being collectively referred to herein as "Additional Tenant Work"). All completed Additional Tenant Work shall become the property of Landlord as contemplated in the Lease Agreements. The performance of any Additional Tenant Work by a Tenant shall in all cases comply with the following requirements and conditions:

(a) Any Material Additional Tenant Work shall be subject to the following procedures and requirements:

(i) Tenant shall deliver all Additional Tenant Work Design Plans regarding the proposed Material Additional Tenant Work to the Landlord Representative and the Tenant Representative of the other Tenant (the "Other Tenant Representative") at least thirty (30) days prior to the commencement of any Material Additional Tenant Work. Upon receipt from a proposing Tenant of any Additional Tenant Work Design Plans regarding proposed Material Additional Tenant Work, the Landlord Representative and the Other Tenant Representative shall review the same (which review shall be in accordance with Section 20.3 of the Team Lease Agreement and Section 21.3 of the Rodeo Lease Agreement) and shall promptly (but in any event within thirty (30) days after receipt) give the proposing Tenant notice of the approval or non-approval of the Landlord Representative and the Other Tenant Representative (in each party's reasonable discretion), and further, in the event of a non-approval, such notice shall set forth in reasonable detail the reasons for such non-approval;

(ii) If the Landlord Representative or the Other Tenant Representative gives the proposing Tenant notice of the non-approval of any of the Additional Tenant Work Design Plans, the proposing Tenant shall have the right within thirty (30) days after the date of such notice to resubmit any such Additional Tenant Work Design Plans to the Landlord Representative and the Other Tenant Representative, modified as necessary in response to the non-approving Representative's reasons for such non-approval, until the Additional Tenant Work Design Plans are approved by the non-approving Representative. All subsequent resubmissions of Additional Tenant Work Design Plans by a proposing Tenant must be made within fifteen (15) days after the date that notice of the non-approval is received from the Landlord Representative or the Other Tenant Representative as to the prior resubmission. Any resubmission shall be subject to review by the Landlord Representative and the Other Tenant Representative (in each party's reasonable discretion) in accordance with Section 9.1(a)(i), except that the time period for review and response by the Landlord Representative and the Other Tenant Representative shall be fifteen (15) days; and

(iii) Upon the approval by the Landlord Representative and the Other Tenant Representative of the Additional Tenant Work Design Plans, the proposing Tenant may commence such approved Material Additional Tenant Work and prosecute such approved Material Additional Tenant Work to completion without any further approval by Landlord Representative or the Other Tenant Representative.

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

(c) Any Additional Tenant Work shall, when completed, be of such a character so as not to (i) reduce the utility of the Leased Premises or Concession Improvements below the utility immediately before such Additional Tenant Work, (ii) diminish the rights or interests of either Tenant or Landlord hereunder or under any of the other Principal Project Documents, or (iii) weaken or impair the structural integrity of the Leased Premises or Concession Improvements;

(d) The cost of any Additional Tenant Work shall be paid in cash or its equivalent by the proposing Tenant from its own funds (subject to reimbursement in some cases as provided in the relevant Lease Agreement) pursuant to customary construction disbursement procedures for the performance of such work, including taking commercially reasonable measures to cause the Leased Premises to be free from all Liens or security interests for the cost of such Additional Tenant Work, subject to such Tenant's right to dispute any Lien or claim of Lien pursuant to Section 6.4 of the Lease Agreements;

(e) All Additional Tenant Work shall, once commenced, be completed in accordance with all Additional Tenant Work Design Plans which plans shall be reasonably approved by the Landlord Representative and the Other Tenant Representative to the extent such approval is required herein;

(f) Except as set forth below, no Additional Tenant Work shall be performed at any time during a scheduled Landlord Event Day or during any scheduled Tenant Event Day of the other Tenant without the prior written consent of Landlord or such other Tenant, as the case may be. To the extent that a Tenant or Landlord believes, in such Party's reasonable judgment, that any Additional Tenant Work proposed by the other Tenant may interfere with a scheduled Event, the Additional Tenant Work shall be postponed to a later date acceptable to all such affected Parties. Notwithstanding the foregoing, a Tenant may at any time, with or without the approval of the Landlord or the other Tenant, perform Additional Tenant Work in its respective Tenant Facilities (other than the "Tenant's Facilities" as defined in the Existing Rodeo Lease which shall be governed by the terms of the Existing Rodeo Lease) irrespective of whether such work is performed on a Landlord Event Day or on a Tenant Event Day of the other Tenant so long as such Additional Tenant Work does not interfere with the Landlord's or other Tenant's use and enjoyment of the Leased Premises; provided,

however, each Tenant shall make a good faith effort to use all reasonable commercial efforts not to perform Additional Tenant Work on a Landlord Event Day or on a Tenant Event Day of the other Tenant to the extent the prosecution thereof would interfere, in any material respect with the Event in question;

(g) Notwithstanding the foregoing, Additional Tenant Work shall not be classified as Material Additional Tenant Work if such Additional Tenant Work is being performed pursuant to the provisions of Section 17.5 of the Team Lease or Section 18.5 of the Rodeo Lease; and

(h) In the event the Additional Tenant Work materially or adversely effects any Concession Operations, Signage, operating costs of the other Tenant, or the other Tenant's or Landlord's ability to produce its Events as historically produced prior to the time in question, Tenant shall deliver all Additional Tenant Work Design Plans regarding the proposed Additional Tenant Work to the other Tenant Representative and the Landlord Representative at least thirty (30) days prior to the commencement of any such Additional Tenant Work and receive the approval of such Additional Tenant Work Design Plans from the other Tenant Representative and the Landlord Representative as if such Additional Tenant Work were Material Additional Tenant Work.

Section 9.2 Landlord. Subject to the limitations and requirements contained in this Section 9.2, Landlord shall have the right at any time and from time to time to make changes and alterations in, to or of the Leased Premises ("Additional Landlord Alterations"). For purposes of this Agreement, "Additional Landlord Work" shall collectively refer to (x) construction or installation of any Requested Work or Additional Landlord Alterations, (y) Capital Repairs required under Section 6.2 of the Lease Agreements, and (z) any other construction, installation or repair work in, to or of the Leased Premises or Concession Improvements required or permitted to be done as a result of Casualty damage under Article 12 of the Team Lease or Article 13 of the Rodeo Lease or Condemnation under Article 13 of the Team Lease or under Article 14 of the Rodeo Lease, as the case may be. Additional Landlord Work shall not include any improvements that are made pursuant to the provisions of Section 7.2 hereof. The performance of Additional Landlord Work by Landlord shall in all cases comply with the following requirements and conditions:

(a) Any Material Additional Landlord Work shall be subject to the following procedures and requirements:

(i) Landlord shall deliver all Additional Landlord Work Design Plans regarding the proposed Material Additional Landlord Work to each Tenant Representative at least thirty (30) days prior to the commencement of any Material Additional Landlord Work. Upon receipt from Landlord of any Additional Landlord Work Design Plans regarding proposed Material Additional Landlord Work, each Tenant Representative shall review the same (which review shall be in accordance with Section 20.3 of the Lease Agreements) and shall promptly (but in any event within thirty (30) days after receipt) give Landlord notice of the approval or non-

approval of each Tenant Representative (in its sole discretion), and further, in the event of a non-approval, the notice shall set forth in reasonable detail the reasons for any such non-approval;

(ii) If a Tenant Representative gives Landlord notice of non-approval of any of the Additional Landlord Work Design Plans, Landlord shall have the right within thirty (30) days after the date of such notice to resubmit any such Additional Landlord Work Design Plans to each Tenant Representative, modified as necessary in response to the non-approving Tenant Representative's reasons for non-approval, until the Additional Landlord Work Design Plans shall be approved by each Tenant Representative. All subsequent resubmissions of Additional Landlord Work Design Plans by Landlord must be made within fifteen (15) days after the date that notice of the non-approval is received from a Tenant Representative as to the prior resubmission. Any resubmission shall be subject to review by each Tenant Representative (in each party's reasonable discretion) in accordance with Section 9.2(a)(i), except that the time period for review and response by each Tenant Representative shall be fifteen (15) days; and

(iii) Upon the approval by each Tenant Representative of the Additional Landlord Work Design Plans, Landlord may commence such approved Material Additional Landlord Work and prosecute such approved Material Additional Landlord Work to completion without any further approval by either Tenant Representative.

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

(c) Any Additional Landlord Work shall, when completed, be of such a character as not to (i) reduce the utility of the Leased Premises or Astrodomain Complex, or any portion thereof, below the utility immediately before such Additional Landlord Work, (ii) diminish the rights or interests of either Tenant hereunder or under any of the other Principal Project Documents, or (iii) weaken or impair the structural integrity of the Leased Premises or Astrodomain Complex, or any portion thereof;

(d) The cost of any Additional Landlord Work shall be paid in cash or its equivalent by Landlord from its own funds pursuant to customary construction disbursement procedures for the performance of such work, including taking commercially reasonable measures to cause the Leased Premises or Astrodomain Complex, or any portion thereof, as the case may be, to be free from all Liens or security interests for the cost of such Additional Landlord Work, subject to Landlord's right to dispute any Lien or claim of Lien pursuant to Section 6.4 of the Lease Agreements;

(e) All Material Additional Landlord Work shall, once commenced, be completed in accordance with all Additional Landlord Work Design Plans approved by both Tenant Representatives;

(f) Subject to the provisions of Sections 10.2.1, 10.2.2 and 10.2.3 of the Team Lease and 11.2.1, 11.2.2 and 11.2.3 of the Rodeo Lease, no Additional Landlord Work shall be performed at any time during a scheduled Tenant Event Day without the prior written consent of the affected Tenant. To the extent that a Tenant believes, in its reasonable judgment, that any contemplated Additional Landlord Work may interfere with a scheduled Tenant Event, the Additional Landlord Work shall be postponed to a later date acceptable to all such affected Parties; and

(g) In the event the Additional Landlord Work materially or adversely effects any Concession Operations, Signage, operating costs of a Tenant, or a Tenant's ability to produce its Events as historically produced prior to the time in question, Landlord shall deliver all Additional Landlord Work Design Plans regarding the proposed Additional Landlord Work to both Tenant Representatives at least thirty (30) days prior to the commencement of any such Additional Landlord Work and receive the approval of such Additional Landlord Work Design Plans from each such Tenant Representative as if such Additional Landlord Work were Material Additional Landlord Work.

Section 9.3 Work Performed - General Requirements. All Additional Tenant Work and Additional Landlord Work (a) shall be prosecuted with due diligence in a good and workmanlike manner in accordance with standard construction practices for construction, repair, renewal, renovation, demolition, rebuilding, addition or alteration, as the case may be, of improvements similar to the improvements at the Astrodome Complex or the Leased Premises, as the case may be, using qualified workers and subcontractors, and in compliance with the provisions of this Agreement and (b) shall be completed with all reasonable dispatch, free of any Liens and encumbrances other than the Permitted Encumbrances and any permitted Facility Mortgage.

Section 9.4 Work Permits. Neither Tenants nor Landlord shall do or permit others to do any Additional Tenant Work or Additional Landlord Work, respectively, unless such performing Party shall have first procured and paid for all permits and authorizations then required by all applicable Governmental Authorities for the work being performed. The review by Landlord or a Tenant of any matter submitted pursuant to Section 9.1 or Section 9.2 hereof shall not constitute a replacement nor substitute for, nor otherwise excuse a Tenant or Landlord, as the case may be from, any permitting processes of Governmental Authorities applicable to the Astrodome Complex, the Leased Premises, the Additional Tenant Work or the Additional Landlord Work, as the case may be. Landlord agrees, with reasonable promptness after receipt of a written request therefor from a Tenant and at such Tenant's reasonable cost and expense, to execute, acknowledge and deliver (or to join with such Tenant in the execution, acknowledgment and delivery of) in its capacity as the owner of a leasehold interest in the Leased Premises, and to have the County execute, acknowledge and deliver in its capacity as owner of the fee interest in the Leased Premises, as necessary: (a) any and all applications for licenses, permits, transfers of permits or other authorizations of any kind or

character required of a Tenant by any Governmental Authority in connection with any Additional Tenant Work and (b) easements and/or rights-of-way for public utilities or similar public facilities over and across portions of the Astrodome Complex for a term not exceeding the then remaining Lease Term of the applicable Lease Agreement which may be useful and/or necessary in the proper economic and orderly development of the Leased Premises.

Section 9.5 Increase in Guaranteed Payment.

(a) If any changes, alterations or additions to the Leased Premises to be performed by a Tenant, or by Landlord at a Tenant's request, will result in an increase in Landlord's Capital Repair or Maintenance costs, and Landlord does not desire to allow or make such change, alteration or addition due to such increased costs, Landlord shall inform the proposing Tenant of the amount of the expected additional capital repair or Maintenance costs due to such change, alteration or addition and the proposing Tenant shall have the option to either not pursue such change, alteration or addition or to pursue such change, alteration or addition and increase its annual Guaranteed Payment by an amount sufficient, in the reasonable determination of Landlord and the proposing Tenant, to cover such increased costs. If the proposing Tenant's Guaranteed Payment is thus increased, the amount by which the Guaranteed Payment is increased shall, when received, be deposited in, and become a part of, the Capital Repair Reserve Fund to the extent that the increase is due to increased capital repair costs and/or the Landlord's operation and Maintenance fund to the extent that the increase is due to increased Maintenance costs.

(b) Nothing in this Section 9.5 is meant to, nor shall be construed to, limit Landlord duties and obligations to operate, maintain and repair the Leased Premises as set forth in Article 6 of the Lease Agreements.

Section 9.6 Statues. In the event that the Team Lease is in force and effect and prior to the Rodeo locating any Statue in the Highly Restricted Area, the Rodeo shall obtain the Team's consent, which shall not be unreasonably withheld, to the location of such Statue within the Highly Restricted Area.

ARTICLE 10
USE OF CAPITAL REPAIR RESERVE FUND

Section 10.1 Appointment of Capital Repair Committee. The Landlord, the Team and the Rodeo agree that the Capital Repair Reserve Fund may only be used to pay for Capital Repair Expenses incurred by Landlord to fulfill its obligations under this Agreement, the Lease Agreements and the License Agreements. Accordingly, the Parties agree to the appointment of a Capital Repair Committee (hereinafter referred to as, the "Capital Repair Committee") to govern the Landlord's access to and use of the Capital Repair Reserve Fund by Landlord. The Capital Repair Committee will be comprised of three (3) members, with the Landlord, the Team and the Rodeo each selecting one member. Each Party may remove and replace its member and select an alternate at its discretion at any time (with notice to the other Parties) so long as the ratio of representation among the

Landlord, the Team and the Rodeo remains 1:1:1. The Capital Repair Committee shall not meet less than once per month on a day and at a time and place agreeable to each of the members of the Capital Repair Committee. At the first meeting of the Capital Repair Committee, the Capital Repair Committee shall establish mutually acceptable regular meeting dates, notice requirements for meetings, procedures for the conduct of meetings (which may include the conduct of meetings by telephone and quorum requirements) and procedures for voting. One member of the Capital Repair Committee shall be designated to maintain minutes of all meetings. Each Party shall be entitled to bring before the Capital Repair Committee for consideration an item it believes should be considered by the Capital Repair Committee concerning Capital Repairs and/or Maintenance. As a prerequisite to submitting a matter to the Capital Repair Committee for review, the submitting party must submit a reasonably detailed proposal with regard to the matter to be considered.

Section 10.2 Release of Funds. Except as provided below in Section 10.3, prior to being entitled to withdraw any funds from the Capital Repair Reserve Fund to pay for Capital Repair Expenses, Landlord must receive the affirmative vote of a majority of the Capital Repair Committee; provided, however, that the Party whose member votes in the minority as to any Landlord's access to and use of the Capital Repair Reserve Fund may, at such Party's option, submit the question regarding whether any particular matter meets the definition of Capital Repair or Maintenance to Fast-Track Arbitration, with the understanding that the question submitted for resolution will be whether the matter in question meets the definition of Capital Repair or Maintenance as set out herein and the decision rendered at the conclusion of Fast-Track Arbitration (and Regular Arbitration if such matter is referred to Regular Arbitration after the conclusion of Fast-Track Arbitration) will be binding on the Parties notwithstanding the vote of the Capital Repair Committee. In the event that the Landlord's member of the Capital Repair Committee believes that a matter before the Capital Repair Committee constitutes a Capital Repair as defined herein, but such member is outvoted by the other members of the Capital Repair Committee, Landlord shall nonetheless have access to the Capital Repair Reserve Fund to pay for the Capital Repair Expenses actually incurred by the Landlord for the item voted on by the Capital Repair Committee, provided Landlord (i) notifies the Team and the Rodeo of such withdrawal at least three (3) days prior to such withdrawal and (ii) submits such question to Fast-Track Arbitration within thirty (30) days after Landlord's access to the Capital Repair Reserve Fund for such matter. In the event the decision of the arbitrator (at the conclusion of Fast-Track Arbitration and Regular Arbitration, if such dispute is referred to Regular Arbitration after the conclusion of Fast-Track Arbitration) is that such matter is not properly within the definition of Capital Repair, Landlord must, within ninety (90) days after the rendering of such decision, re-deposit into the Capital Repair Reserve Account the funds withdrawn by Landlord with regard to such matter plus an amount equal to the earnings thereon that would have been realized had such amount remained in the Capital Repair Reserve Account.

Section 10.3 Committee Approval Not Required. Notwithstanding the approval procedures outlined above in Section 10.2 governing Landlord's access to the Capital Repair Reserve Fund, Landlord is not required to seek or obtain the approval of the Capital Repair Committee for (i) a release to Landlord of sums out of the Capital Repair Reserve Fund for Capital Repair Expenses that aggregate less than \$250,000.00 in any Lease Year (such amount to escalate each fifth (5th) Lease Year by 15% over the amount in effect during the previous period) (the "Approved Amount")

or (ii) a distribution permitted under Section 12.3.2, 12.3.3, 13.4.2 or 13.4.3 of the Team Lease or Section 13.3.2, 14.4.3 or 14.4.4 of the Rodeo Lease. Landlord must provide the Parties with quarterly written reports as to the use by Landlord of the Capital Repair Reserve Fund and indicate on such reports those items allocated to the Approved Amount. If any Party disagrees with Landlord's use of the Approved Amount, such Party may submit such Dispute to Fast-Track Arbitration.

Section 10.4 Other Uses of Capital Repair Reserve Fund. Notwithstanding the limitations on the use of the Capital Repair Reserve Fund set out in this Agreement, the Parties may agree by unanimous consent of all members of the Capital Repair Committee to allow Landlord access to the Capital Repair Reserve Fund to (i) fund any purpose to which the Parties agree and (ii) finance the cost of work necessary to (a) meet requirements imposed prospectively by the NFL or perform other work or make alterations to the Leased Premises which, in each case, are generally implemented by other Comparable Facilities or, (b) meet requirements imposed prospectively by the organizations sanctioning professional rodeo events applicable to the Stadium, with the understanding that Landlord shall have no responsibility under the Principal Project Documents to meet such requirements, perform such work or make such alterations absent unanimous agreement of the members of the Capital Repair Committee allowing Landlord access to the Capital Repair Reserve Fund to pay for such matters.

Section 10.5 Maintenance. Without limiting the rights and obligations of the Parties as stated elsewhere in any of the Principal Project Documents, Landlord agrees that Landlord will operate and maintain the Astrodome Complex (including Booking of Events at the Astrodome Complex and granting rights therein to third parties) so that serving as a site for Football Home Games, the Spring Rodeo and the Rodeo Festival, shall be the highest priority uses of the Stadium, and all other uses shall be planned so as not to interfere, in any manner, with the conducting of the Booked Football Home Games, the Spring Rodeo or the Rodeo Festival or to damage or impair, in any manner, the condition of the Playing Field during the NFL Football Season.

ARTICLE 11

PROCEEDS OF INSURANCE

Without limiting Landlord's obligations under the Lease Agreements with respect to Casualty Repair Work, the Insurance Proceeds paid under any insurance policies required under the Lease Agreements (i.e., Section 9.1.1, Section 9.1.2 and Section 9.1.4(d) of the Team Lease or Section 10.1.1, Section 10.1.2 and Section 10.1.4(d) of the Rodeo Lease) shall be paid to Landlord for deposit into the Insurance Fund. Landlord shall (i) establish and maintain the Insurance Account at an Acceptable Bank for the sole purpose of serving as a segregated fund for the Insurance Proceeds (the "Insurance Fund") and (ii) hold and disburse the Insurance Proceeds deposited into the Insurance Fund in accordance with Articles 9 and 12 of the Team Lease and Articles 10 and 13 of the Rodeo Lease. All funds in the Insurance Fund shall be held in escrow by Landlord for application in accordance with the terms of the Lease Agreements and Landlord shall account to Tenants for the same on a monthly basis. The funds in the Insurance Fund shall be invested only in Permitted Investments and all earnings and interest thereof shall accrue to the Insurance Fund and

shall be available as part of the Insurance Fund. Neither the Landlord nor the Tenants shall create, incur, assume or permit to exist any Lien on the Insurance Fund or any proceeds thereof.

ARTICLE 12
REVIEW, ASSIGNMENT AND
AMENDMENT OF STADIUM CONTRACTS

Section 12.1 Enforcement of Contracts. Landlord agrees that Tenants are (and will cause Tenants to be named) third-party beneficiaries of all the Stadium Contracts and any other agreements (not otherwise constituting a Stadium Contract) with third parties for the design, construction, supply, alteration, improvement, Maintenance or renewal of any portion of the Astrodomain Complex (such agreements and the Stadium Contracts being referred to collectively herein as the "Enforceable Contracts"), and hereby conveys, transfers and assigns to Tenants as of the Commencement Date, the nonexclusive right to enforce, jointly or severally, any and all of the respective obligations of any Person under any such Enforceable Contracts during the Lease Term, including, but not limited to, any and all representations, covenants and warranties thereunder, provided, that a Tenant's right to enforce any of the Enforceable Contracts during the Lease Term shall be limited to claims arising thereunder after the Commencement Date for which such Tenant has liability under its respective Lease Agreement, unless an uncured Landlord Default shall exist, in which event such Tenant's rights shall not be so limited. However, neither Tenants nor Landlord shall have any obligation whatsoever to enforce any of the Enforceable Contracts. The right of Tenants to enforce the respective obligations of any Person under any Enforceable Contract is independent of and separate from the rights of Landlord to enforce the same and shall in no manner limit or reduce the rights of Landlord to enforce the same. The Parties covenant and agree that each will cooperate with the other in enforcing any of the terms of such Enforceable Contracts, and to promptly notify the other in writing of any default by any Person under any Enforceable Contract and of the remedy or course of action sought by it or to be taken by it in response to such default.

Section 12.2 Warranty Prosecution. Additionally, the Parties agree to cooperate with each other in prosecuting any and all claims under any and all of the Enforceable Contracts (each a "Warranty/Other Claim"). All recoveries from any such Warranty/Other Claims shall be applied, first, to the costs of collection, second, on a proportional basis to Landlord and each Tenant to (a) reimburse Tenants or Landlord, as the case may be, for the cost and expenses incurred by such Party in order to (i) replace or supplement any of the goods, equipment or services to be provided under the Enforceable Contract and/or (ii) repair, restore, renew or replace any part of the Astrodomain Complex (including the Leased Premises but excluding the Practice Facilities) as to which such Warranty/Other Claim relates and which have not been paid out of the Capital Repair Reserve Fund and (b) to the extent such recovery is under an Enforceable Contract for defects in the design of the Stadium for which Landlord may be entitled to reimbursement from a Tenant under Section 6.2.2 of the Lease Agreements relating to such Warranty/Other Claim and for which Tenant itself has no claim for such defect and third, any remaining amounts shall be deposited into the Capital Repair Reserve Fund. Any such deposits into the Capital Repair Reserve Fund shall not reduce nor offset the Landlord's obligation to make or cause to be made deposits into the Capital Repair Reserve Fund as required pursuant to the terms of the Funding Agreement. Any

Warranty/Other Claim relating to the Practice Facility and the proceeds of any Enforceable Contract in connection thereof shall be handled and applied as may be determined by the Team in its sole discretion without any accountability to the Rodeo or the Landlord.

Section 12.3 Approval of Utility Providers. Each of the Tenants shall have the right to approve, from time to time, the providers of utility services servicing its Tenant Facilities. Landlord agrees that, unless Landlord has received the prior written approval of the Tenants, Landlord will not permit or allow any supplier of any of the Utilities or other services provided to the Astrodomain Complex to violate any Naming Rights, Exclusivity Rights, Advertising rights, Pourage Rights, Service Rights or Branding Rights granted to either or both of the Tenants.

ARTICLE 13 **APPROPRIATIONS**

Section 13.1 Current Expenses. The performance by Landlord of its obligations under this Agreement, the Lease Agreements and any of the other Principal Project Documents which require an expenditure is subject to the availability of revenues received by the Landlord and, to the extent such revenues are insufficient for such expenditure, an Appropriation. Nothing herein shall constitute a pledge by Landlord or the County of any funds, other than funds designated pursuant to lawful Appropriations from time to time to pay any money or satisfy any other obligation under any provision of this Agreement, the Lease Agreements and any of the other Principal Project Documents.

Section 13.2 Notice of Request for Appropriation. Prior to any meeting of the governing body of Landlord during which it will consider the request to the County for an Appropriation, Landlord shall provide each Tenant with a copy of the request for a proposed Appropriation; provided, however, that no provision of this Agreement, the Lease Agreements and any of the other Principal Project Documents, shall be construed to be an obligation of Landlord to obtain an Appropriation, or to obligate Landlord in any way which would result in the obligations of this Agreement constituting indebtedness on the part of the County in violation of any applicable Governmental Rules.

Section 13.3 Results of Non-Appropriation. If a Non-Appropriation occurs in response to a request for a proposed Appropriation, Landlord shall provide each Tenant and, during the Bond Insurance Period, Bond Insurer with written notice of such Non-Appropriation on or before the twentieth (20th) day after the Non-Appropriation. No Non-Appropriation shall constitute a Landlord Default under the Principal Project Documents until such time as an Untenantable Condition results or there is otherwise an Event of Default by Landlord under the Principal Project Documents. Thereafter each Tenant thereunder shall have the rights and remedies afforded to it under its respective Lease Agreement, and the Team and Rodeo shall have the rights and remedies afforded to them under the Project Agreement. To the extent that a Tenant terminates its respective Lease Agreement and within one (1) year of such termination Appropriations are made to fund the performance of obligations of Landlord under the Principal Project Documents which Appropriations relate to any obligations of the Landlord which obligations were not performed by the Landlord due

to a Non-Appropriation, Landlord shall immediately provide written notice thereof to each Tenant whereupon the terminating Tenant shall have the exclusive right within sixty (60) days of receipt of written notice from Landlord of the making of such Appropriation to elect to enter into new Principal Project Documents with Landlord on the same terms and conditions as previously set forth therein. In the event such Tenant fails to deliver the foregoing notice to Landlord within such sixty (60) day period, it shall be deemed to have waived such right to elect to enter into new Principal Project Documents with Landlord. In the event a terminating Tenant elects to exercise such right and option, Tenant and Landlord shall promptly thereafter execute and enter into an amendment to such Principal Project Documents reinstating each of the Principal Project Documents to its terms and conditions that existed immediately prior to the termination.

ARTICLE 14

EVENT OF DEFAULT

Section 14.1 Events of Default. The occurrence of any of the following shall be an "Event of Default" by a Party:

(a) The failure of a Party to pay any of its monetary obligations to another Party under this Agreement when due and payable if such failure continues for ten (10) days after a Party gives notice to the defaulting Party that such amount was not paid when due;

(b) The failure of a Party to perform each and every non-monetary obligation, covenant and agreement of such Party if such failure is not remedied within thirty (30) days after another Party gives notice to the defaulting Party of such failure;

(c) Any material representation or warranty confirmed or made in this Agreement by a Party 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 another Party gives notice to the defaulting Party of such failure;

(d) The existence of a breach or default by such Party under any of the Principal Project Documents, other than the Existing Rodeo Lease (after the expiration of any applicable notice and cure period); or

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

Section 14.2 Landlord's Remedies with respect to Tenants. Upon the occurrence of an Event of Default by a Tenant, such an Event of Default shall constitute a Tenant Default under its

Lease Agreement with Landlord and Landlord may, in its sole discretion, pursue any one or more of Landlord's remedies for such Tenant Default under such Lease Agreement.

Section 14.3 Tenant's Remedies with respect to Landlord. Upon the occurrence of an Event of Default by Landlord, such Event of Default shall constitute a Landlord Default under each of the Lease Agreements, and the Tenants may, at their respective sole discretions pursue any of the remedies for such Landlord Default under their respective Lease Agreements.

Section 14.4 Tenant's Remedies with respect to other Tenant. Upon the occurrence of an Event of Default by a Tenant, the non-defaulting Tenant may, at its sole discretion, exercise any and all other remedies available to such Tenant against the defaulting Tenant at law or in equity, but subject to any limitations thereon set forth in this Agreement or any of the Principal Project Documents.

Section 14.5 Cumulative Remedies. Subject to the provisions of this Article 14 and any applicable limitations set forth in the Lease Agreements, each right or remedy of a Party provided for in this Agreement or any of the other Principal Project Documents shall be cumulative of and shall be in addition to every other right or remedy of a Party provided for in this Agreement, and the exercise or the beginning of the exercise by a Party of any one or more of the rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise by a Party of any or all other rights or remedies provided for in this Agreement or hereafter existing at law or in equity, by statute or otherwise.

Section 14.6 Indirect Damages. EXCEPT AS EXPRESSLY PROVIDED IN THE LEASE AGREEMENTS TO THE CONTRARY, IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY UNDER ANY PROVISION OF THIS 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 THE OTHER PARTY ARISING OUT OF THIRD PARTY CLAIMS.

Section 14.7 Declaratory or Injunctive Relief. In addition to the remedies set forth in this Article 14, the Parties shall be entitled, in any circumstances they may deem appropriate, without the necessity of proving irreparable harm, balance of claims, consideration of the public interest, establishing that monetary damages are inadequate or the posting of a bond, to seek (i) injunctive relief, whether prohibiting or mandating, action by the other Party for any Event of Default of the other Party or as otherwise expressly provided herein or (ii) declaratory relief with respect to any matter under this Stadium Tri-Party 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 Stadium Tri-Party Agreement, including this Section 14.7 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 14.8 Interest on Overdue Obligations and Post-Judgment Interest. If any sum due hereunder is not paid by the due date thereof, the Party hereto owing such obligation to the other Party shall pay to the other Party interest thereon at the Interest Rate concurrently with the payment of the amount, such interest to begin to accrue as of the date such amount was due. Any payment of such interest at the Interest Rate pursuant to this 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 in any Action or Proceeding arising out of a default by such other Party under this Agreement shall bear interest thereafter until paid at the Interest Rate.

Section 14.9 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 Agreement or (ii) in insisting upon the strict performance by another Party of such other Party's covenants, obligations or agreements under this 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 another 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 14.9(a), the receipt by a Party of any payment required hereunder with knowledge of a breach by the paying Party of any covenant, obligation or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach (other than as to the required payment received). The payment by a Party of any payment required hereunder with knowledge of a breach by the receiving Party of any covenant, obligation or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance by a 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 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. A 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 Agreement.

Section 14.10 Effect of Termination. If the Landlord or a Tenant elects to terminate this Agreement pursuant to its rights or remedies under the Principal Project Documents, the obligations of the terminating Party to the other Parties under this Agreement and the other Principal Project Documents shall, on the effective date of such termination, terminate (except for the obligations herein that expressly are to survive termination hereof). Termination of a Party's obligations under

this Agreement shall not alter the then existing claims, if any, of the terminating Party or the other Parties for breaches of this Agreement occurring prior to such termination and the obligations of the Parties hereto with respect thereto shall survive termination.

Section 14.11 Waiver of Consumer Rights. THE PARTIES AGREE THAT THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 17.41 *ET SEQ.* BUSINESS & COMMERCE CODE DOES NOT APPLY TO EITHER LANDLORD OR TENANTS SINCE NONE OF THEM QUALIFIES AS A "CONSUMER" UNDER SECTION 17.45(4) THEREOF.

Section 14.12 Court Proceedings. Subject to the agreement of the Parties contained in this Agreement regarding arbitration and other alternative procedures for dispute resolution, any Action or Proceeding against any Party arising out of or relating to this Agreement or any transaction contemplated hereby or any judgment entered by any court in respect thereof may be brought in any federal or state court located in the City, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such 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 Action or Proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notice provided for herein. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such Action or Proceeding in any federal or state court located in the City, and any claim that any such Action or Proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Agreement or any transaction contemplated hereby except in a federal or state court located in the City.

Section 14.13 Attorneys' Fees. If any Party places the enforcement of this Agreement, or any part thereof, or the exercise of any other remedy herein provided for such default, in the hands of an attorney who institutes an Action or Proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable attorneys' fees and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceeding to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of this Agreement or the merger of this Agreement into any judgment on such instrument.

Section 14.14 Cross-Defaults. Additionally, the Parties acknowledge and agree that a default (subject to any applicable notice, grace or cure periods) by the Landlord under any of the Principal Project Documents to which it is a party shall constitute a default under all such Principal Project Documents as well as an Event of Default under this Agreement. Similarly, a default (subject to any applicable notice, grace or cure periods) by the Team or Rodeo, as the case may be, under any of the Principal Project Documents to which it is a party shall constitute a default by that Party under all such Principal Project Documents to which it is a party; provided, however, that such a default shall not be construed as a default by the other Tenant under any of the Principal Project

Documents to which it is a party or this Agreement unless such other Tenant has actually defaulted under such documents.

ARTICLE 15

DISPUTE/DEADLOCK RESOLUTION PROCEDURES

Section 15.1 Settlement by Mutual Agreement. In the event any dispute, controversy or claim between the Parties arises under this Agreement or is connected with or related in any way to this Agreement or any right, duty or obligation arising herefrom or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement, 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 15.1. In the event a Dispute or Controversy arises, either Party shall have the right to notify the other Parties that it has elected to implement the procedures set forth in this Section 15.1. Within fifteen (15) days after delivery of any such notice by one Party to the other Parties regarding a Dispute or Controversy, the Landlord Representative and the Tenant Representatives, as the case may be, shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the Landlord Representative and the Tenant Representatives, as the case may be, for such purpose or should no such meeting take place within such fifteen (15) day period, then any Party may by notice to the other Party or Parties submit the Dispute or Controversy to arbitration in accordance with the provisions of Section 15.2 below and Exhibit "A". Upon the receipt of notice of referral to arbitration hereunder, the receiving Party or Parties shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Section 15.1 and Exhibit "A" without regard to the justiciable character or executory nature of such Dispute or Controversy.

Section 15.2 Arbitration. Each Party hereby agrees that any Dispute or Controversy which is not resolved pursuant to the provisions of Section 15.1 above shall be submitted to binding arbitration hereunder and if submitted shall be resolved exclusively and finally through such binding arbitration in accordance with the Arbitration Procedures; provided, however, that no decision or ruling of an arbitration shall impose a requirement for a Party to give notice or a cure period where no such requirement or cure period is established by this Agreement. This Section 15.2 and Exhibit "A" constitute a written agreement by the Parties in question 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 15.3 Emergency Relief. Notwithstanding any provision of this 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 the fact that any court of competent jurisdiction may enter an order providing for injunctive or other form of ancillary relief, the Parties expressly agree that the Arbitration Procedures

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

ARTICLE 16

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

Section 16.1 Acknowledgment of Confidential Nature of Agreements. The Parties acknowledge and agree that agreements entered into by the Tenants, individually and jointly, with private entities pursuant to the rights of the Tenants hereunder and under the Principal Project Documents, together with any and all information and documents related thereto, including without limitation, any agreements relating to Naming Rights, Advertising, Signage, Sponsors, Branding Rights, Service Rights, Pourage Rights and any rights granted pursuant to the Astrodomain Joint Marketing Terms and Conditions ("Private Contract Rights") will contain confidential, proprietary, and trade secret information. The Parties acknowledge that third parties may restrict the distribution to or by the Parties of information, documents and contracts in order to protect confidential, proprietary, and trade secret information.

Section 16.2 Audit. The Tenants shall cause an annual audit of all payments owed to the Landlord under the Principal Project Documents to be performed by a third party independent certified public accounting firm, and shall cause such firm to provide a letter to the Landlord confirming the accuracy of the Landlord's receipt of any funds owed pursuant thereto. In addition, the Landlord shall have the right to engage a third party independent certified public accounting firm to discuss with the third party independent certified public accounting firm engaged by the Tenants for the purpose of confirming the conclusions of the Tenants' independent certified public accounting firm regarding the payments made by the Tenants to the Landlord. The Parties acknowledge that the Tenants will require any third party independent certified public accounting firm engaged by the Landlord, to the extent permitted by law, to enter into a confidentiality agreement acceptable to the Tenants requiring that all confidential, proprietary and trade secret information not be disclosed. Except as provided above, Landlord shall have no right to audit or review the information, records, and contracts relating to the Private Contract Rights or any sums owed to Landlord under the Principal Project Documents. In the event that MBIA requests the Tenants to provide access for MBIA (during the Bond Insurance Period) to review the results of such audit, the Tenants shall reasonably cooperate with MBIA in providing such access and review to MBIA; provided, however, in no event shall MBIA have the right to obtain or retain a copy thereof unless MBIA has executed the letter attached as Exhibit "P", and in any event any such review of information by MBIA shall be subject to the standard confidentiality procedures from time to time implemented by MBIA with respect to information of this type.

Section 16.3 Opinion Request. If any Person requests the Landlord or any of its agents to disclose any information of a confidential, proprietary or trade secret nature with respect to the Private Contract Rights under the Texas Public Information Act (Tex. Gov't. Code Ann. Sec. 552.001 *et seq.*) or equivalent or successor statute (the "Open Records Act"), prior to making any such disclosure the Landlord shall notify the Tenants of such request in writing within five business days of receipt of such request, and the Tenants shall notify the Landlord in writing whether the

Tenants desire that the Landlord request a determination from the Texas Attorney General as to whether the requested information must be disclosed pursuant to the Open Records Act. If the Tenants so notify the Landlord, the Landlord shall provide all assistance to the Tenants needed to provide for the drafting of an open records opinion request (the "Opinion Request") so that the Opinion Request may be completed and filed with the Texas Attorney General within ten business days after the initial receipt of the request for the information by the Landlord or otherwise as required by law. The Landlord and the Tenants shall file the Opinion Request with the Texas Attorney General within ten business days after the information request was received by the Landlord. After the Opinion Request is so filed, each Party shall cooperate with each other Party in preparing appropriate responses and/or filings to the Texas Attorney General and to any other Person with respect to the information request and Opinion Request, including any appeals involved with respect thereto, to prevent the disclosure of such information. Each Party shall also cooperate with each other Party and use reasonable efforts to promptly identify any possible third party whose privacy or property interests may be compromised by any such information request in order to enable the Landlord to timely furnish to any such third party any statutory notice required by the Open Records Act and to seek any applicable exemptions from disclosure under the Open Records Act.

ARTICLE 17

ASSIGNMENT

Section 17.1 Assignments of the Team and Rodeo's Interest. Except as otherwise permitted by this Article 17 or Section 5.10 hereof or unless such Transfer is a Permitted Transfer, the Team and Rodeo may not (and the Team 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 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 such Tenant's rights and obligations under all of the other Principal Project Documents in accordance with the terms of such other Principal Project Documents. Subject to the provisions of this Agreement and the other Principal Project Documents, the Team and the Rodeo shall each have the right to sublicense all or a part of the rights granted to each of them pursuant to this Agreement. No such sublicense will release the sublicensing Party of any of such Party's obligations hereunder.

Section 17.2 Release of the Team and Rodeo. No Transfer shall relieve the transferring Tenant from any of its obligations under this Agreement except and to the extent such transferring Tenant is released under the applicable Lease Agreement in connection with such Transfer.

Section 17.3 Transfers by Landlord. Except as otherwise permitted by this Article 17, Landlord shall not (and Landlord agrees that it will not) voluntarily, involuntarily, by operation of law or otherwise, sell, assign or otherwise transfer this Agreement or any of its rights, obligations or duties under this Agreement (a "Landlord Transfer") without first obtaining the consent of the Tenants and, during the Bond Insurance Period, the Bond Insurer, which consent may be withheld in Tenants' or Bond Insurer's sole discretion. Notwithstanding the preceding restrictions on Landlord Transfers, the consent of the Tenants and, during the Bond Insurance Period, the Bond Insurer to the

following Transfers shall be deemed to have been obtained, provided no uncured Event of Default of Landlord for which the Tenants have delivered notice to Landlord shall then exist: (a) Facility Mortgages permitted pursuant to the terms of Article 15 of the Team Lease and Article 16 of the Rodeo Lease; (b) a Landlord Transfer that is in connection and concurrent with (i) a transfer of all of Landlord's rights and obligations under the Lease Agreements in accordance with the terms thereof and (ii) a transfer of all of Landlord'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 Landlord's rights and obligations under all of the other Principal Project Documents in accordance with the terms of such other Principal Project Documents.

Section 17.4 Release of Landlord. No Landlord Transfer shall relieve Landlord from any of its obligations under this Agreement except and to the extent Landlord is released under the Lease Agreements in connection with such Landlord Transfer.

ARTICLE 18 **MISCELLANEOUS**

Section 18.1 Interdependence of Documents. The Parties acknowledge and agree that this Agreement, and the other Principal Project Documents are mutually interdependent and are intended to be read together, but, except as may be expressly provided to the contrary in this Agreement, in the event of any inconsistency or conflict among this Agreement and the other Principal Project Documents, the terms of this Agreement shall control.

Section 18.2 Tenant Coordination Clause. Each Tenant agrees that, to the extent that either Tenant is named a third-party beneficiary to any service contract (including any contract entered into by Landlord with a Complex Manager), equipment lease, maintenance and warranty contract or other material contract relating to the Astrodomain Complex or goods or services provided thereto which relate to the Tenant's operations and which affects in any material respect the rights and interests of the other Tenant (collectively referred to herein as the "Stadium Contracts"), the Tenants shall coordinate with each other to enforce any rights that either Tenant may be entitled to under such agreements for the benefit of both Tenants or for the benefit of the other Tenant, at the other Tenant's request and expense.

Section 18.3 Coordination on Amendments. The Parties acknowledge and agree that simultaneously with or prior to the execution of this Agreement, Landlord has entered into the Lease Agreements pursuant to which the Tenants will, subject to the terms of this Agreement, conduct their respective Tenant Events at the Stadium (commencing with the Substantial Completion of the Project) and the Astrodomain Complex. Landlord will provide a proposed version of any amendment or modification of either Lease Agreement to the Team and Rodeo or to the Existing Rodeo Lease before the execution thereof in order that the Team and Rodeo may, as the case may be, review the same for inconsistencies between the terms of such amendment or modification and the Principal Project Documents. Each Tenant will notify Landlord promptly if such Tenant discerns any of the foregoing inconsistencies in order to resolve such inconsistencies to the satisfaction of all Parties prior to the execution of such amendment. No executed amendment or modification to a

Lease Agreement will be valid or enforceable to the extent such amendment or modification is inconsistent with the rights of the other Tenant under its respective Lease Agreement and the other Principal Project Documents, unless the other Tenant has given its prior written consent thereto. Each Tenant will be furnished with a copy of any signed amendment or modification to the other Tenant's respective Lease Agreement or to the Existing Rodeo Lease promptly after the full execution thereof.

Section 18.4 Alcoholic Beverage Permits. If at anytime before or during the Lease Term, a Tenant or any of its Space Tenants, concessionaires or other users of any portion of the Astrodomain Complex are denied the issuance or renewal of any permit or license required by applicable Governmental Rule in order for alcoholic beverages (including wine, beer and mixed beverages) to be sold in or upon any portion of the Astrodomain Complex or, in the case of Team, the Practice Facilities, for consumption in or upon such areas on the basis of the proximity of such areas to any churches, schools, day care centers or other facilities or uses, Landlord will cooperate with such Tenant and any of the affected Space Tenants, concessionaires or other users of such areas in their efforts to obtain a variance and/or exemption from any Governmental Authority necessary to obtain any such permit or license for the sale of alcoholic beverages and the Tenant in question shall reimburse Landlord for the reasonable out-of-pocket costs and expenses incurred by it in connection with the foregoing. Moreover, in general the Parties agree to coordinate and cooperate with each other in connection with a Party's efforts to secure the issuance or renewal of any permit or license required by applicable Governmental Rule in order for alcoholic beverages (including wine, beer and mixed beverages) to be sold by such Party in or upon any portion of the Astrodomain Complex.

Section 18.5 Signage Permits. If at any time before or during the Lease Term, a Tenant or any of its Space Tenants, concessionaires or other users of any portion of the Astrodomain Complex are denied the issuance or renewal of any permit or license required by applicable Governmental Rule in order for Signage to be erected in, on or upon any portion of the Astrodomain Complex (to the extent such Party is permitted to erect such Signage pursuant to the terms of this Agreement, Landlord will cooperate with Tenant and any of its Space Tenants, sponsors, concessionaires or other users of such areas in their efforts to obtain a variance and/or exemption from any Governmental Authority necessary to obtain any such permit or license for Signage and Tenant shall reimburse Landlord for the reasonable out-of-pocket costs and expenses incurred by it in connection with the foregoing.

Section 18.6 Olympic Games. The Parties will use reasonable efforts to accommodate the use of the Stadium and any other portion of the Astrodomain Complex for the Olympic Games if the same is awarded to Houston, Harris County, Texas. The Parties agree that any use, renovation, improvement or expansion of the Stadium or any other portion of the Complex Grounds for the Olympics will not, without the prior written consent of the Tenants, (a) unreasonably interfere with the Tenants' use of the Stadium or any other portion of the Complex Grounds nor conflict with the terms of the Lease Agreements, (b) unreasonably adversely affect the marketing or use of the Stadium or any other portion of the Complex Grounds for professional football or rodeo use or their operations therein, (c) cause the Tenants to hold their Tenant Events at another location nor (d) cause the Team or the Rodeo to relocate its business or football operations to another location. The Parties

will work together in good faith on any scheduling matters relating to the use of the Complex Grounds and the Astrodomain Complex for the Olympics, including, without limitation, working with the NFL on scheduling (but not the elimination) of Football Home Games so as to reasonably accommodate the use of the Complex Grounds, the Astrodomain Complex and the Stadium for the Olympics.

Section 18.7 Opening Night Co-Promotion. The Parties shall coordinate with each other on the planning and staging of the grand opening activities planned for the Stadium and shall, upon terms mutually acceptable to the Parties, co-promote all entertainment activities relating to the same.

Section 18.8 Designated Index. To the extent that the Designated Index referenced in the Lease Agreements is ever discontinued and a comparable index is not published by an agency of the United States, the Parties shall mutually agree on a new index that is published in a responsible financial periodical of recognized authority.

Section 18.9 Relationship of the Parties. The relationship of the Tenants and Landlord under this Agreement is that of independent parties, each acting in its own best interests, and notwithstanding anything in this Agreement or any of the other Principal Project Documents to the contrary, no partnership, joint venture or other business relationship is established or intended hereby among the Tenants and Landlord.

Section 18.10 Representations Regarding Individual Capacity. Each individual executing and delivering this Agreement on behalf of a Party hereby represents to the other Parties that such individual has all requisite power and authority to execute and deliver the same and to bind such Party hereunder.

Section 18.11 Waiver of Immunity. Each of the Parties unconditionally and irrevocably:

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

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

(d) Consents to the enforcement of any 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 18.12 Notices. All notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this Agreement shall be given in writing to such Party at the address set forth in Appendix C of the respective Lease Agreement or at such other address as such Party shall designate by written notice to the other Party to this Agreement and may be (a) sent by registered or certified U.S. Mail with return receipt requested, (b) delivered personally (including delivery by private courier services) or (c) sent by telecopy (with confirmation of such notice) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (a) three (3) Business Days after posting if mailed as provided, (b) 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 (c) in the case of telecopy (with confirmation of such notice), when sent, so long as it was received during normal Business Hours of the receiving Party on a Business Day and otherwise such delivery shall be deemed to be made as of the next succeeding Business Day. Each Party hereto shall have the right at any time and from time to time to specify additional Parties ("Additional Addressees") to whom notice hereunder must be given, by delivering to the other Party five (5) days notice thereof setting forth a single address for each such Additional Addressee; provided, however, that no Party hereto shall have the right to designate more than two (2) such Additional Addressees.

Section 18.13 Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Agreement, or the application of such term or provision to the Persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties hereby waive any provision of law that renders any provision thereof prohibited or unenforceable in any respect.

Section 18.14 Entire Agreement, Amendment and Waiver. Except for the PSL Marketing Agreement, the PSL Escrow Agreement, the Interlocal Agreement (the latter being limited to the relationship between the Sports Authority and the Landlord) and the Parking Letter, each of which shall survive the execution and delivery of this Agreement in accordance with the terms thereof, this 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, but not limited to, the Existing Letter Agreement. Neither this Agreement nor any of the terms hereof, including, this Section 18.14, 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 the amendment, supplement, waiver or modification shall be sought and (ii) with the written consent of Bond Insurer, if such amendment, supplement, waiver or modification is made or given during the Bond Insurance Period and (x) modifies any rights of any of the Parties to terminate this Agreement beyond what is expressly provided in this Agreement, (y) modifies any rights of Bond Insurer or any obligations to Bond Insurer expressly provided in this Agreement, or (z) without limiting clauses (x) and (y), amends, supplements, waives or modifies Sections 9.3 or 9.4,

Sections 10.3 or 10.5, Article 11, Section 13.3, Article 14, Article 15, Article 17, Sections 18.1, 18.11, 18.13, 18.14, 18.17 or 18.20, Exhibit A 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 18.15 Incorporation of Appendices and Exhibits. All Appendices and Exhibits attached to this Agreement, and those expressly incorporated from any other agreement such as the Lease Agreements, are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 18.16 Table of Contents; Headings. The table of contents, if any, and headings, if any, of the various articles, sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 18.17 Parties in Interest; Limitation on Rights of Others. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Agreement. Notwithstanding the foregoing, the County shall be entitled to enforce the obligations of a Tenant under this Agreement in the event that an Event of Default by a Tenant 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 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 Agreement, including Section 18.14.

Section 18.18 Method and Timing of Payment. All amounts required to be paid by any Party to the other Party under this Agreement shall be paid in such freely transferable coin or currency of the United States as at the time of payment shall be legal tender for the payment of public and private debts, by wire transfer, or other acceptable method of payment, of immediately available federal funds to the account set forth in Appendix A to the respective Lease Agreements or to such other account located in the United States as such Party may specify by notice to the other Parties. If any payment under this 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 18.19 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Agreement. All signatures need not be on the same counterpart.

Section 18.20 Governing Law. THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND

**CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS
(EXCLUDING PRINCIPLES OF CONFLICT OF LAWS).**

Section 18.21 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Agreement, the Lease Agreements or any of the other Principal Project Documents or in the resolution of any ambiguity of any provisions thereof.

Section 18.22 Right of First Refusal. If at any time prior to December 31, 2005 Landlord and/or the Complex Manager receive an offer from any Person to lease or license any portion of the Complex Grounds, Astrodomain Complex and/or the Stadium to a major league soccer franchise on a seasonal basis, which offer the Landlord or the Complex Manager is willing to accept (an "Offer"), then, in such event, such parties shall first make available to the Team and/or its Affiliates (collectively, for purposes of this Section 18.22, the "Optionees"), the opportunity to lease or license the use of the Stadium upon the terms contained in said Offer, plus a one-time payment to Landlord in an amount equal to the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) (the "Topping Fee") payable at the same time that the Team or such Affiliate enters into a binding lease or license with Landlord for such purpose, but in all cases, subject to the rights, titles and interests of the Tenants under the Principal Project Documents. In the event that the Landlord or the Complex Manager receives such an Offer, then they (as the case may be) shall notify the Optionees, of the existence of the Offer, the identity of the prospective lessee or licensee under the Offer and a description of all material terms of the Offer and, to the extent available, copies of any proposed documentation related to the Offer (the "Notice of Offer") and the Optionees shall have a period of one hundred twenty (120) days from the date of receipt by the Optionees of the Notice of Offer (including copies of any proposed documentation related to the Offer) within which to determine if the Optionees wish to accept such opportunity to lease or license the Stadium for such purpose and to so notify Landlord. The failure of the Optionees to deliver notice of acceptance of such opportunity to Landlord within the period set forth above shall be deemed a waiver by the Optionees of such opportunity whereupon Landlord shall be free to proceed with the Offer with such third party offeree upon the same terms and conditions as set forth in the Offer but in all cases, subject to the rights, titles and interests of the Tenants under the Principal Project Documents. Thereafter, in the event that Landlord fails to consummate a transaction with such third party upon the same terms and conditions as and within the time period for performance set forth in the Offer and such third party or any other third party submits an additional offer to lease or license any portion of the Complex Grounds for such purpose, whether upon the same terms or upon terms other than those contained in the Offer, the Landlord shall first offer to make such further opportunity to lease or license the Stadium for professional soccer to the Optionees, upon the same terms and conditions as contained in the amended or revised Offer plus the Topping Fee for the Optionees' reconsideration under the same terms and conditions as provided for above, but in all cases, subject to the rights, titles and interests of the Tenants under the Principal Project Documents.

Section 18.23 Permitted Encumbrances. To the extent the Tenants are granted any personal or intangible property rights from Landlord pursuant to the terms of this Agreement, such right shall be subject to the Permitted Encumbrances, as such term is defined in the applicable Lease Agreement, to the extent such Permitted Encumbrances are valid, subsisting and enforceable.

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

**HARRIS COUNTY SPORTS &
CONVENTION CORPORATION**

By: Michael Surface
Name: Michael Surface
Title: Chairman

HOUSTON NFL HOLDINGS, L.P.

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

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

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

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

By: P. Michael Wells
Name: P. MICHAEL WELLS
Title: PRESIDENT

::ODMA\PCDOCS\HOUSTON_1\470199\28
193:18730-5

EXHIBIT A

ARBITRATION PROCEDURES

The Arbitration Procedures (herein so called) to be used in connection with any Dispute or Controversy under this Agreement shall be those Arbitration Procedures set out and described on Appendix D to the Team Lease or the Rodeo Lease, as applicable, as if such Arbitration Procedures applied to all Parties.



☐ BUSINESS CENTER



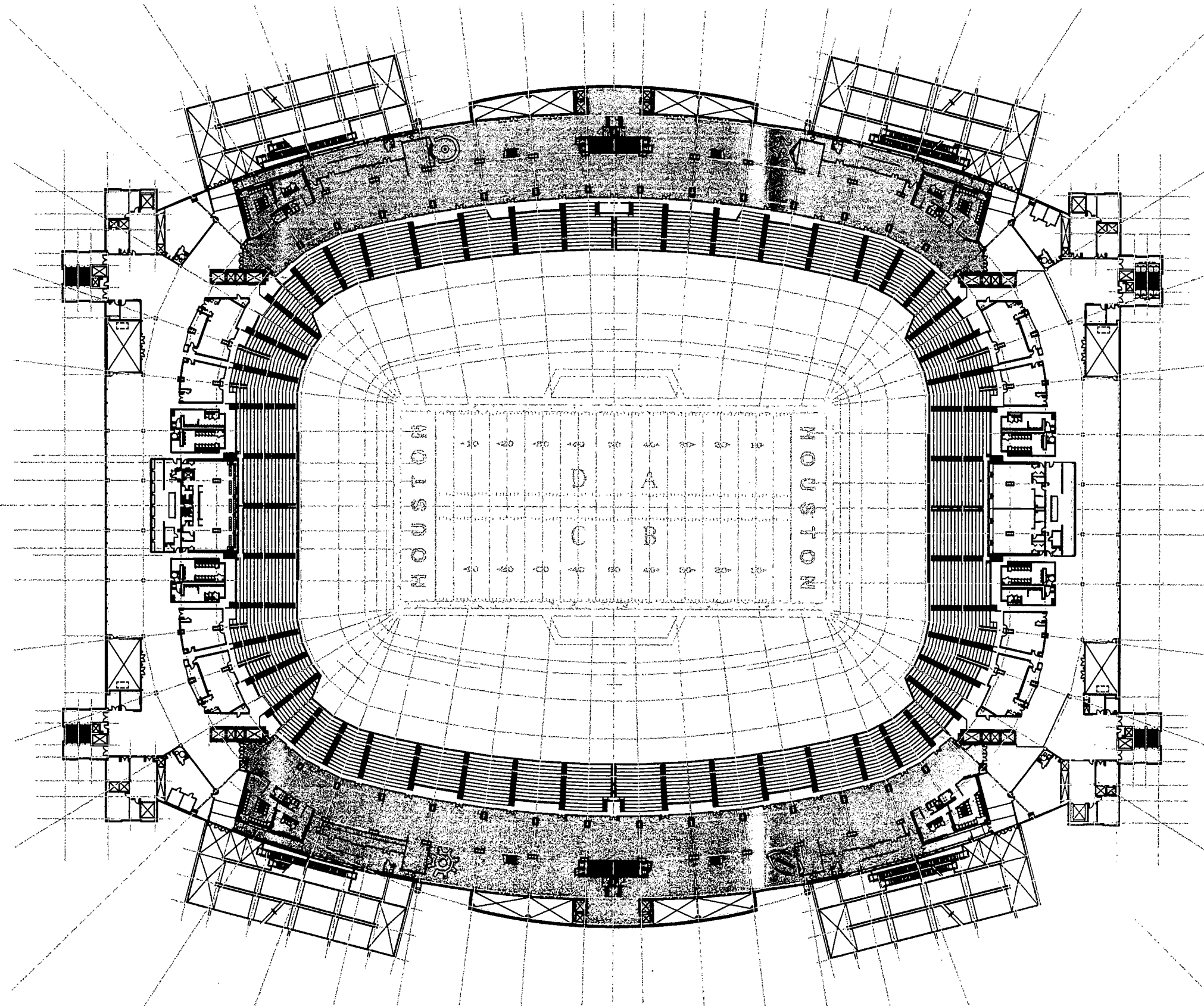
RELIANT STADIUM
5/17/01
TRI-PARTY AGREEMENT
EXHIBIT 'C'

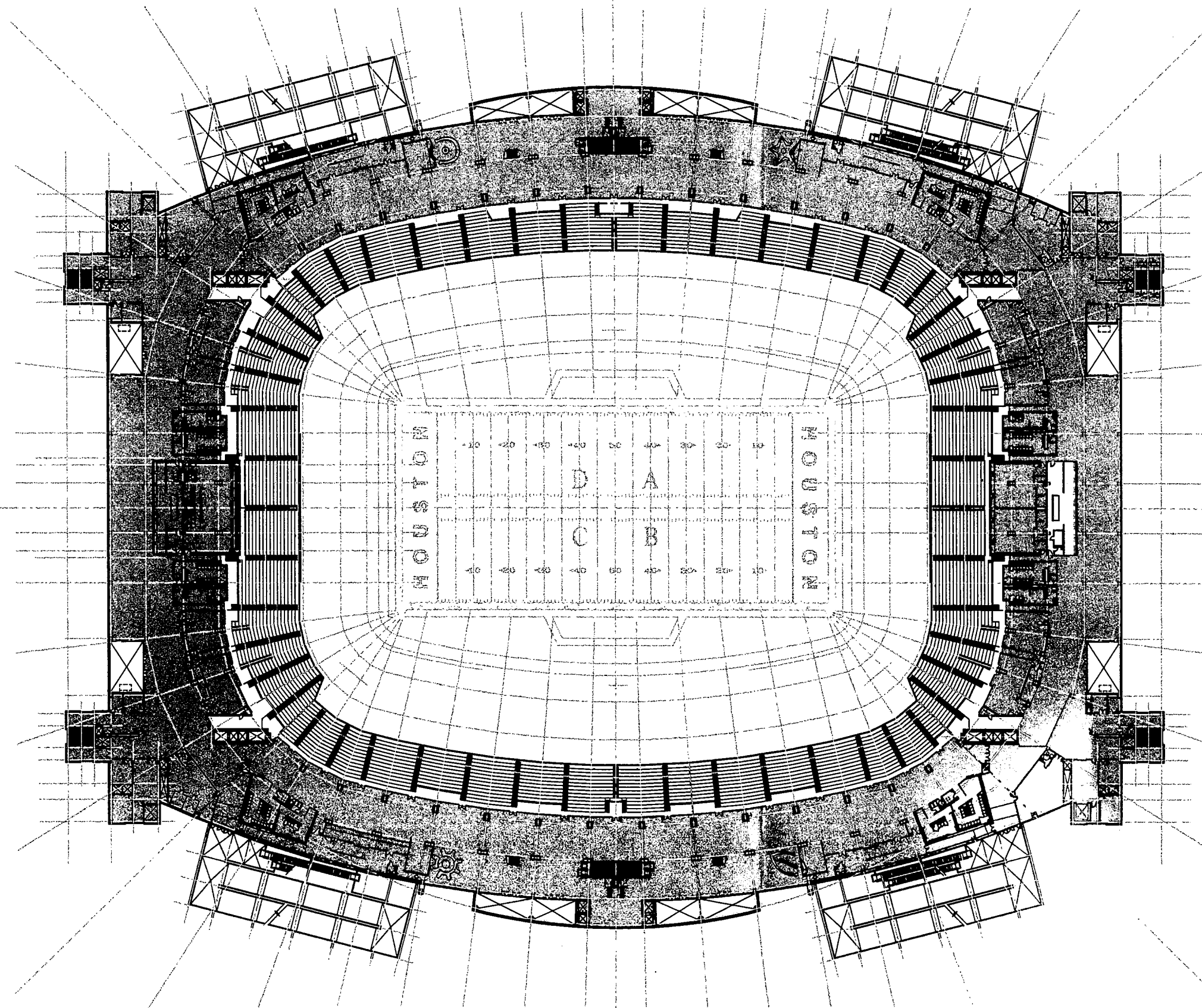
DEPICTION OF
CLUB

HSC
HOUSTON
STADIUM
CONSULTANTS

h+k
SPORT

CLUB PROPER





RELIANT STADIUM

5/17/01

TRI-PARTY AGREEMENT

EXHIBIT 'D'

DEPICTION OF
CLUB LEVEL

HSC

HOUSTON
STADIUM
CONSULTANTS

Herman Reed Architects
Ludovisi, Andrews & Newman, Inc.

h+k

SPORT

CLUB LEVEL



BUILDING NORTH

EXHIBIT E

EXISTING RODEO LEASE

1. Memorandum of Agreement dated March 5, 1964 by and between the Houston Sports Association, Inc., a Texas corporation ("HSA") and Rodeo, joined in by County, a certified copy of said instrument being filed for record on November 10, 1992, under Clerk's File No. N950789, Real Property Records of Harris County, Texas.
2. Supplement to Memorandum of Agreement dated April 13, 1964 by and between HSA and County, joined in by Rodeo, a certified copy of said instrument being filed for record on November 10, 1992, under Clerk's File No. 950790, Real Property Records of Harris County, Texas.
3. Letter Agreement by and between HSA and Rodeo dated August 17, 1967.
4. Letter Agreement between HSA and Rodeo dated February 13, 1969.
5. Letter Agreement between Astrodome-Astrohall Stadium Corporation, a Texas corporation and successor in interest to HSA ("AASC") and Rodeo dated April 10, 1974.
6. Commissioners Court Order Relating to Various Facilities at Stadium Park dated November 14, 1974, a certified copy of said instrument being filed for record on November 10, 1992, under Clerk's File No. N950791 of the Real Property Records of Harris County, Texas.
7. Second Supplement to Memorandum of Agreement dated November 14, 1974 by and between AASC and Rodeo, joined in by the County, a certified copy of said instrument being filed for record on November 10, 1992, under Clerk's File No. N950791, Real Property Records of Harris County, Texas.
8. Third Supplement to Memorandum of Agreement dated November 14, 1974 by and between AASC and Rodeo, joined in by the County, a certified copy of said instrument being filed for record on November 10, 1992, under Clerk's File Nos. N950791 and N950792 of the Real Property Records of Harris County, Texas.
9. Letter Agreement between HSA and Rodeo dated January 19, 1981.
10. Letter Agreement between Rodeo and the County dated December 5, 1988.
11. Agreement by and between the County and Rodeo dated February 14, 1989.
12. Agreement by and between the County and Rodeo dated November 21, 1989.

13. Agreement by and between Rodeo and HSA dated July 16, 1992.
14. Letter Agreement by and between Rodeo and Houston McLane Company, Inc., a Texas corporation ("McLane") dated March 6, 1996.
15. Third Amendment to Restated Lease and Amendments by and among the County, Astrodome U.S.A., a division of McLane and a Texas corporation ("AUSA"), HSA, AASC and Rodeo dated May 7, 1996, said instrument being filed for record on May 16, 1996, under Clerk's File No. R928153 of the Real Property Records of Harris County, Texas. .
16. Agreement by and between Rodeo and McLane d/b/a AUSA dated October 8, 1996.

RELIANT STADIUM

5/17/01

TRI-PARTY AGREEMENT
EXHIBIT 'F'

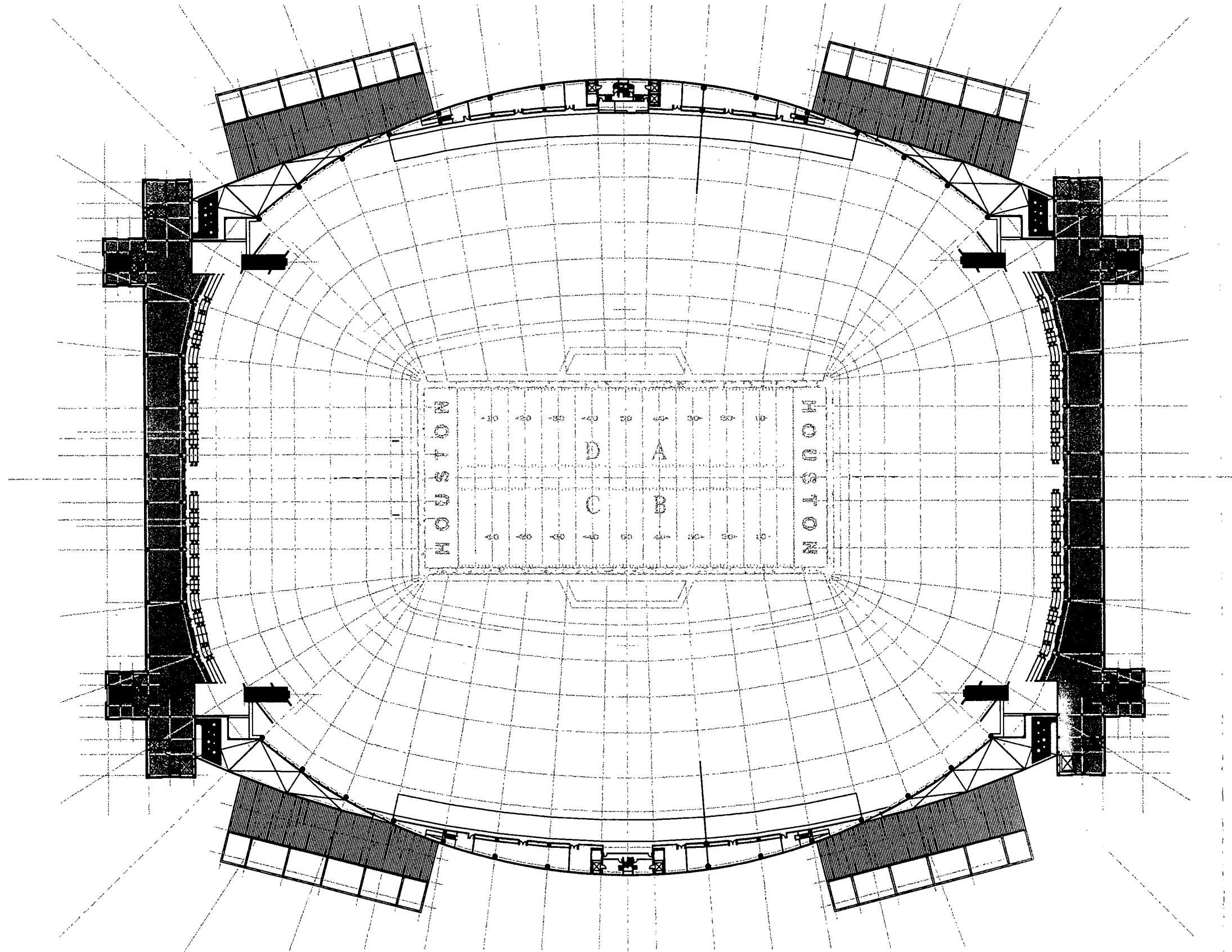
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HALO SUITES

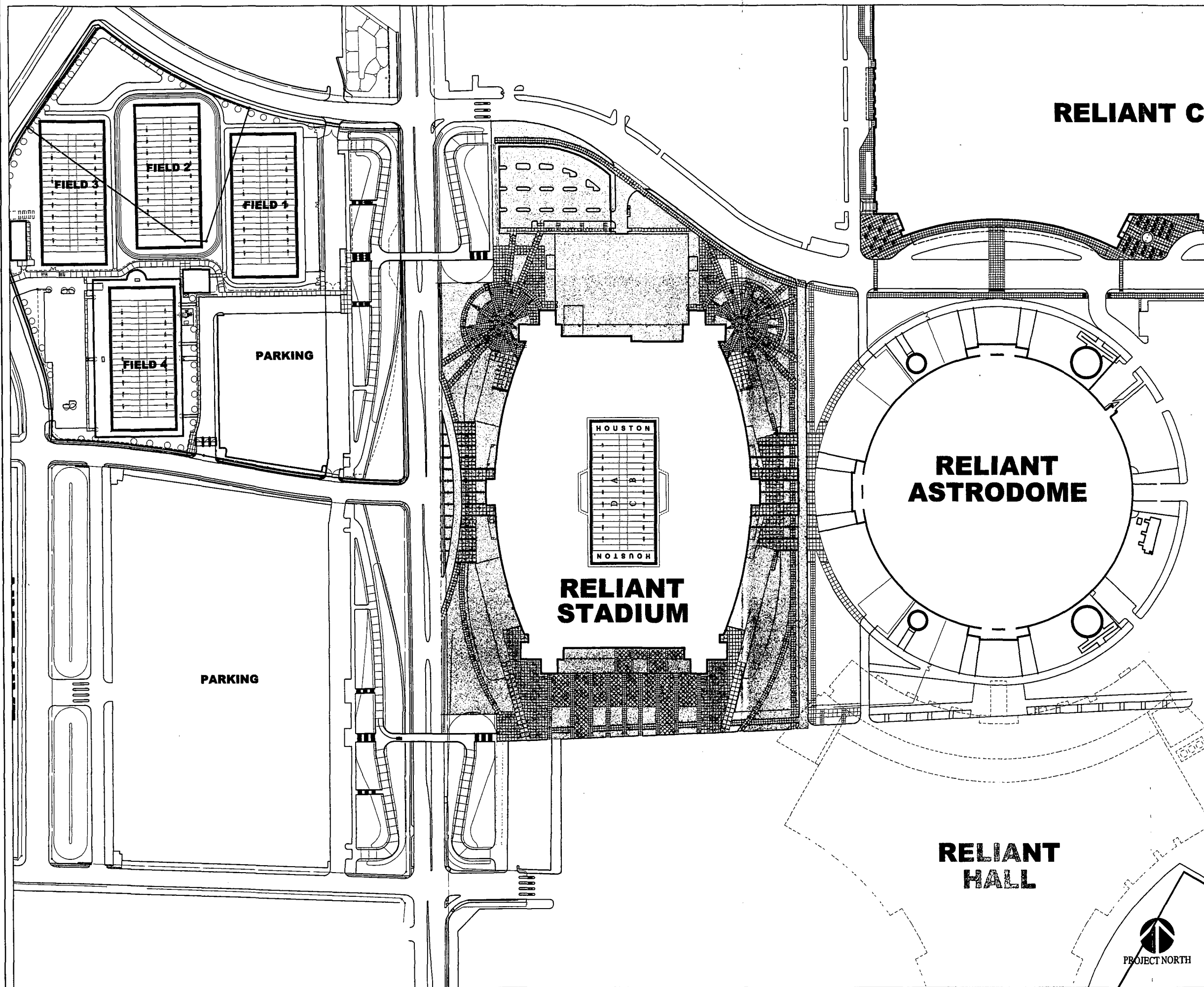
HSC
HOUSTON
STADIUM
CONSULTANTS

Hennes Road Architects
Ludenski, Andrews & Neumann, Inc.

h+k
SPORT

 HALO SUITES





RELIANT PARK

5/17/01

TRI-PARTY AGREEMENT
EXHIBIT 'G'

DEPICTION OF
HIGHLY RESTRICTED
AREA

HSC
HOUSTON
STADIUM
CONSULTANTS

Herman Reed Architects
Ludwig, Andrews & Neumann, Inc.

h+k
SPORT

HIGHLY RESTRICTED AREA

RELIANT
HALL



RELIANT PARK

5/17/01

TRI-PARTY AGREEMENT
EXHIBIT 'H'

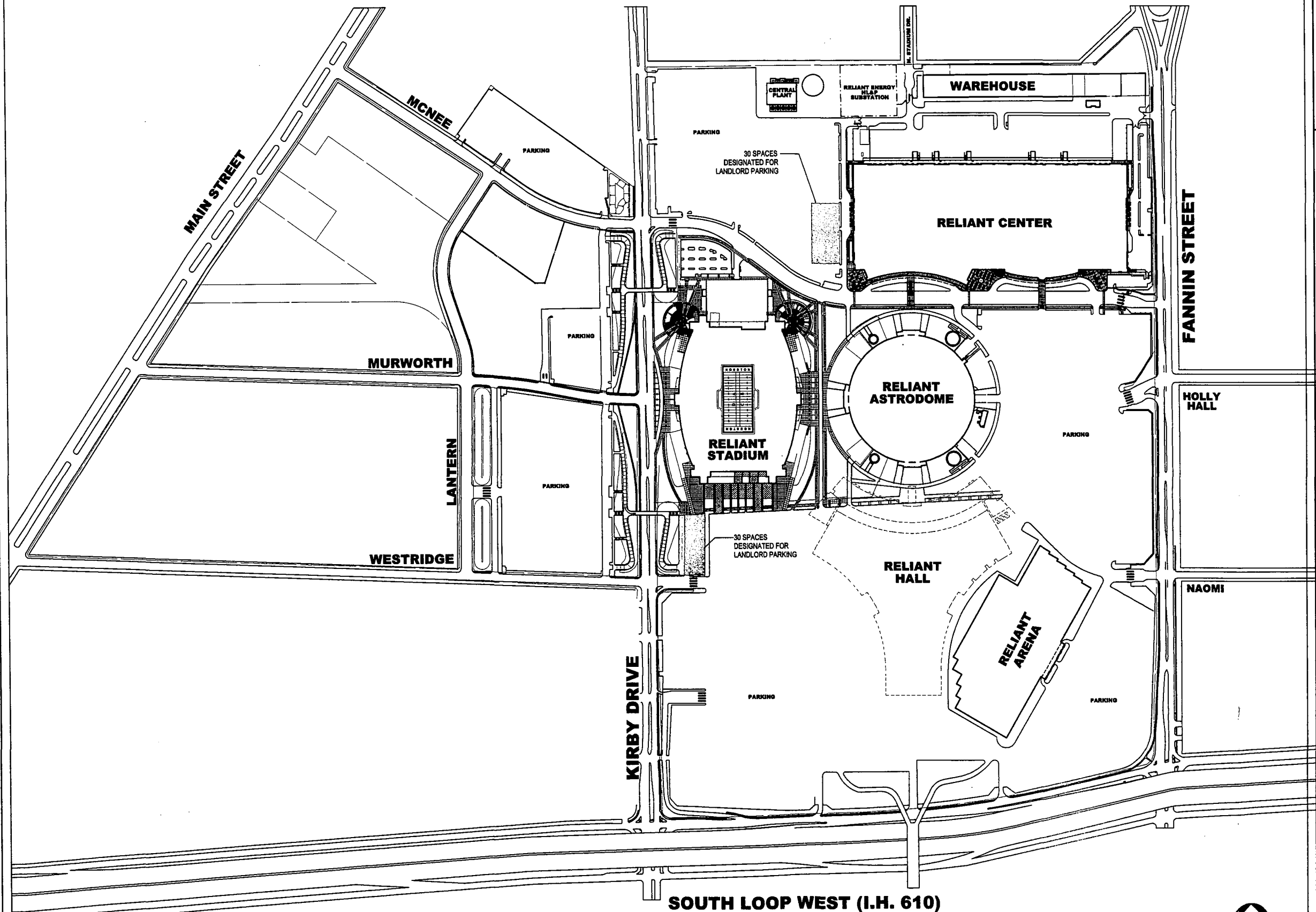
DEPICTION OF
LANDLORD'S
PARKING SPACES

HSC
HOUSTON
STADIUM
CONSULTANTS

Hartman Reed Architects
Lockwood, Greene & Newberry, Inc.

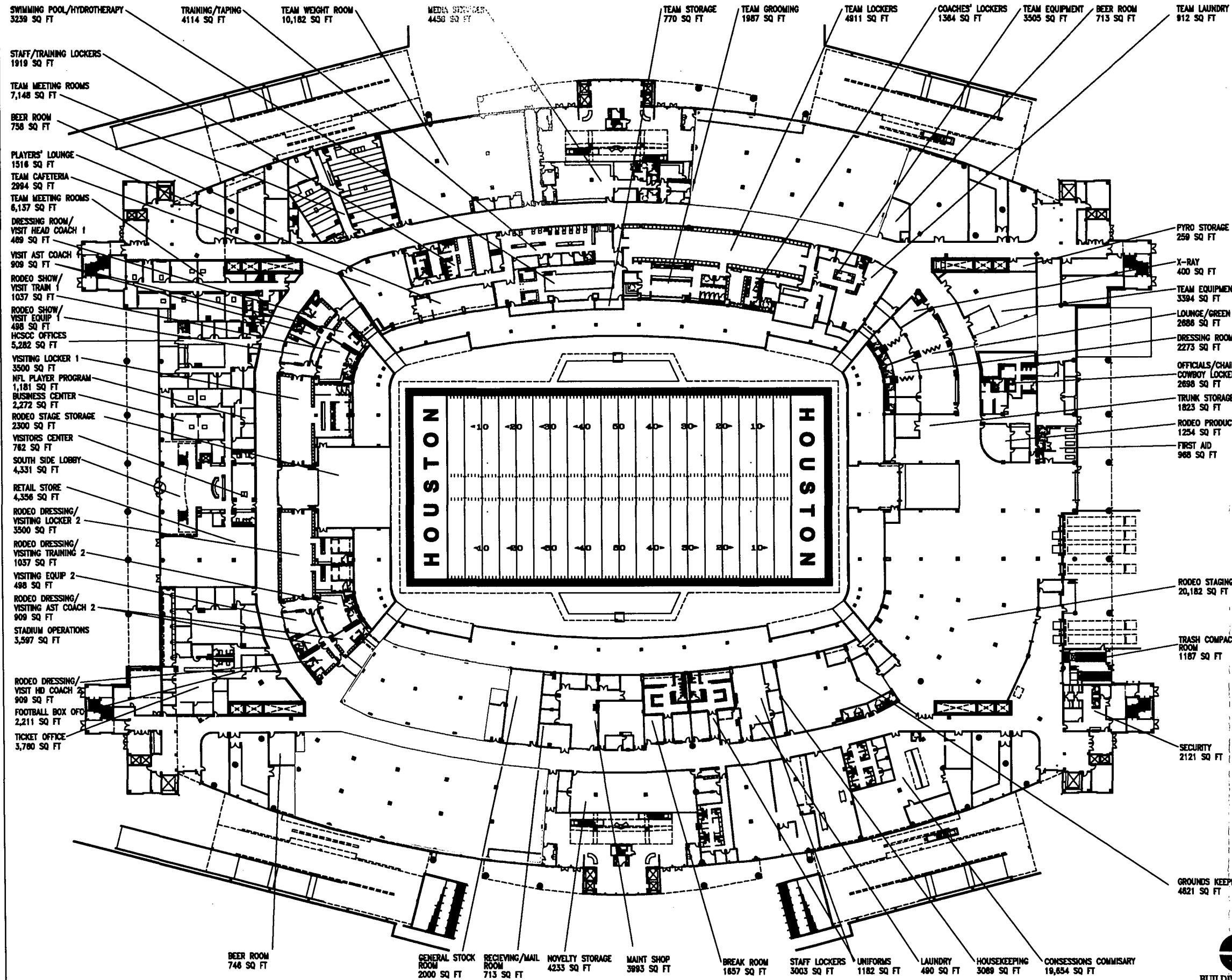
h+k
SPORT

LANDLORD'S PARKING SPACES



SOUTH LOOP WEST (I.H. 610)





RELIANT PARK
5/17/01

TRI-PARTY AGREEMENT
EXHIBIT 'I'

DEPICTION OF
NON-PROGRAMMED
SPACE @ SERVICE LEVEL



□ NON-PROGRAMMED SPACE



RELIANT STADIUM

5/17/01

TRI-PARTY AGREEMENT
EXHIBIT 'J'

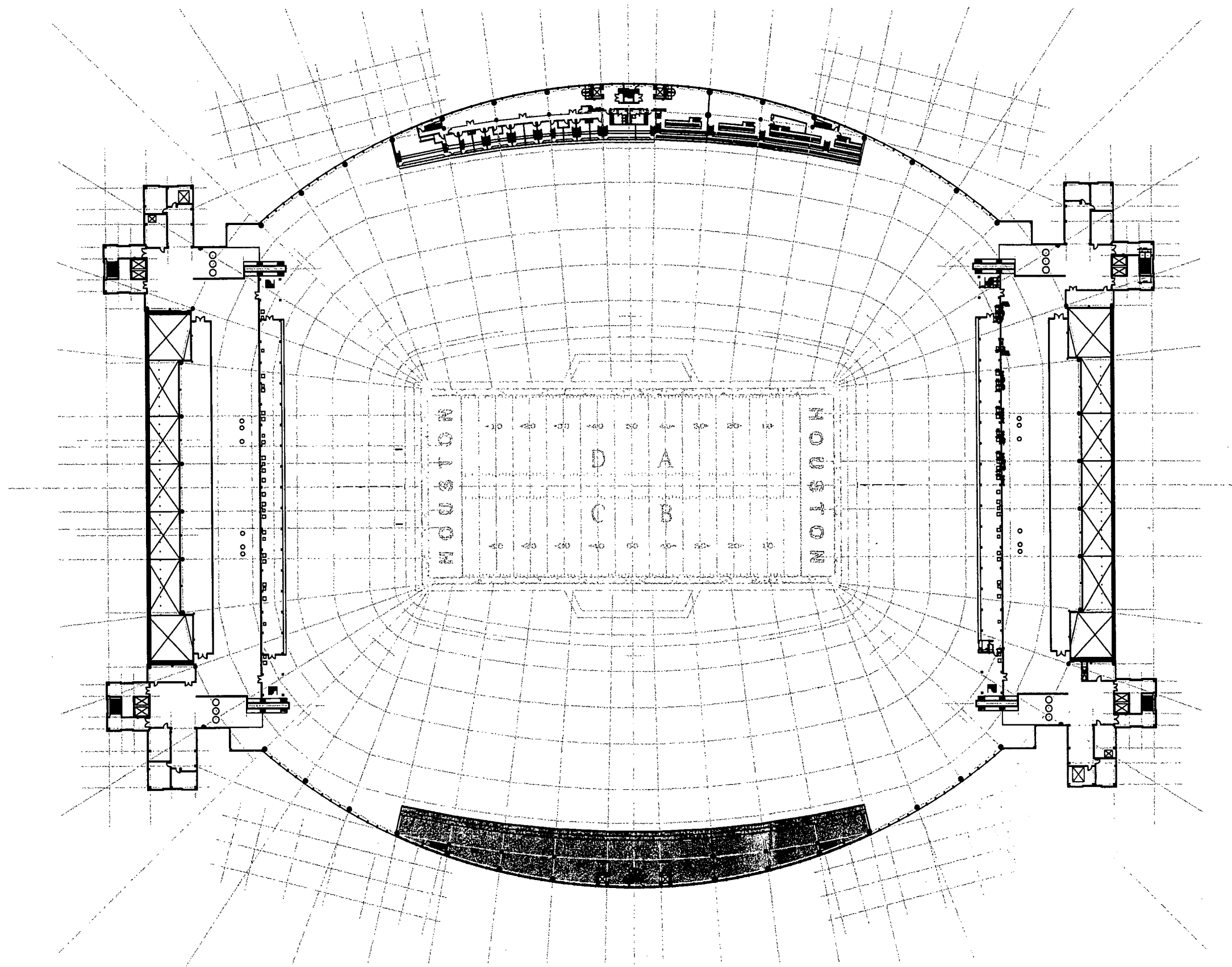
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SKY BOX SUITES

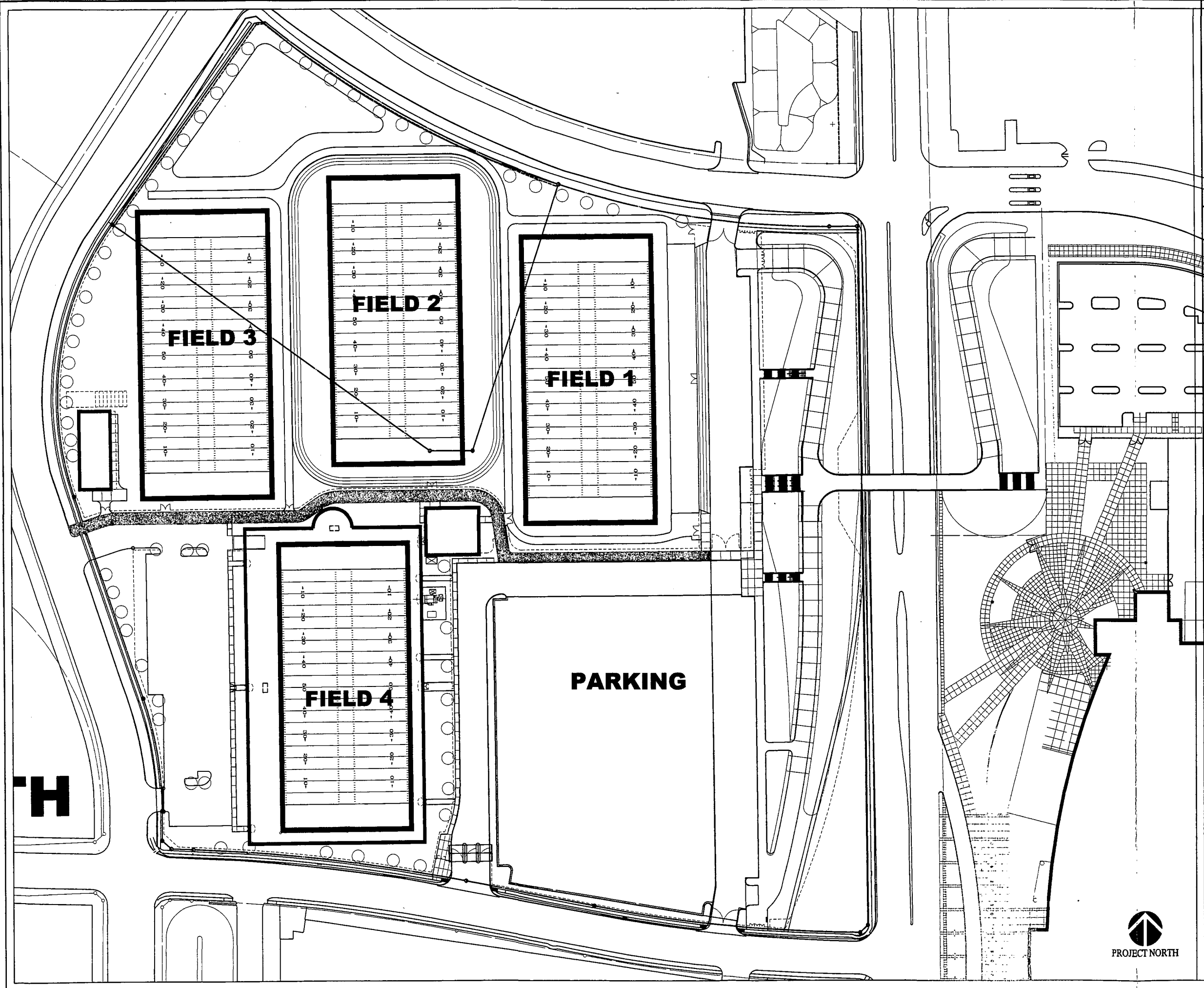
HSC
HOUSTON
STADIUM
CONSULTANTS

Herman Reed Architects
Lockwood, Andrews & Neumann, Inc.

h+k
SPORT

 SKY BOX SUITES





RELIANT PARK
5/17/01
TRI-PARTY AGREEMENT
EXHIBIT 'K'
DEPICTION OF
WALKWAY



 WALKWAY



EXHIBIT L

ASTRODOMAIN JOINT MARKETING TERMS AND CONDITIONS

1. Definitions.

- (a) "Excluded Marketing Rights" means (i) JMA Temporary Advertising and JMA Temporary Signage during an Event, (ii) rights to the Astrodome, Exposition Center, or Astroarena to the extent there is a New Use of the entirety of any such Other Building (except the JMA Naming Rights related to the Exposition Center and the other JMA Rights related to the presence of the holder of such JMA Naming Rights granted by the Tenants to such holder as described on Schedule 1 hereto shall not be an Excluded Marketing Right), (iii) rights to any major addition to or expansion of the Exposition Center to the extent there is a New Use of any such major addition to or expansion of the Exposition Center, (iv) rights to new buildings constructed at the Complex Grounds (except for a new building to replace the Stadium and except as to the Astroarena and the Exposition Center, new buildings constructed to replace the Astroarena or the Exposition Center that do not constitute a New Use), and (v) marketing for a category that is withdrawn by Landlord as set forth in Paragraph 11 hereof.
- (b) "Exposition Center" means the exposition hall currently known as "The Harris County Exposition Center" which is currently under construction by Landlord within the Astrodomain Complex and which will replace the Astrohall.
- (c) "JMA Advertising" means, collectively, all advertising, sponsorship and promotional activity, JMA Signage, messages and displays of every kind and nature, whether now existing or developed in the future, including, without limitation, permanent, non-permanent and transitory JMA Signage or advertising displayed on permanent or non-permanent advertising panels or on structures, portions of the Joint Marketing Area, fixtures or equipment (such as scoreboard advertising and canopy advertising); audio or video public address advertising and message board advertising; programs; electronic insertion and other forms of virtual signage; advertising on or in schedules, admission tickets and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by concessionaires or personnel (such as ushers and ticketakers) engaged in the operation of any Event; and logos, slogans or other forms of advertising affixed to or included with such items including but not limited to: cups, hats, T-shirts; advertising of concessions (including menu boards and point of purchase concession advertising within the Joint Marketing Area); advertising through JMA Broadcast Rights; advertising through JMA Telecommunications Rights; advertising through any web site or equivalent electronic information distribution system maintained by or on behalf of Landlord with respect to all or any part of the Joint Marketing Area;

and other concession, promotional or premium items, excluding JMA Naming Rights, Branding Rights, Service Rights and Pourage Rights.

- (d) "JMA Broadcast Rights" means any and all of the rights to the full and exclusive use and enjoyment of, and to control, conduct, lease, license, grant concessions with respect to, sell, benefit, and enter into agreements with respect to, all radio, television, computer network and other electronic broadcasting, film or tape reproductions, closed circuit, cable or pay television or radio rights and similar rights by whatever means or process, now existing or hereafter developed, for preserving, transmitting, disseminating or reproducing for hearing or viewing Landlord Events and/or other Landlord activities at the Joint Marketing Area, including broadcast (analog, digital or HDTV), terrestrial cable, microwave, multipoint distribution services (MDS), multichannel MDS (MMDS), satellite television systems (STV) satellite master antenna televisions systems (SMATV), fiber optic, the World Wide Web, Internet, computer network, computer on-line applications, direct broadcast satellite (DBS), LMDS, Narrow and Broadband Services, transmission directly to so-called "backyard" TVRO receiving dishes, any video dialtone system, open video system (OVS), DPS, Pay-Per-View, radio, and by means of any similar or dissimilar electronic, analog, digital or other form of distribution means now known or hereafter invented.
- (e) "JMA Marketing Turnover Date" shall have the meaning given to it in Paragraph 8.
- (f) "JMA Naming Rights" means the right to assign and designate the names, trademarks, service marks, logos, symbols, slogans, designs or other means of identification for the Joint Marketing Area except for the Stadium and the Highly Restricted Area, which rights have been granted to the Tenants elsewhere in the Principal Project Documents (the "JMA Names"); give or designate attributions for the Joint Marketing Area except for the Stadium and the Highly Restricted Area; display the JMA Names and designations on or from the Joint Marketing Area; use, mark and associate the JMA Names with merchandise and services; from time to time to change the JMA Names or designations; and contract from time to time with a Person or Persons on such terms as Tenants determine with respect to the naming of the Joint Marketing Area except for the Stadium and the Highly Restricted Area.
- (g) "JMA Rights" shall have the meaning given in Paragraph 2 hereof.
- (h) "JMA Signage" means all signage and any and all other media (whether now existing or developed in the future) used for JMA Advertising or marketing purposes in the Joint Marketing Area and/or the Marquees, including, but not limited to, any such signage or other JMA Advertising media located in or on the Joint Marketing Area, the scoreboard, the video boards (including "JumboTron"-type screens), JMA Advertising signs, banners or displays, time clocks, message boards, billboards, public address announcements, and any other media (whether now existing or

developed in the future) located in, on or upon the Joint Marketing Area and the Marquees through which a Person holding rights pursuant to an agreement with another advertises or markets or may advertise or market any products, services, events or any other items.

- (i) "JMA Sponsors" shall have the meaning given to "Sponsors", except that references to Signage and Advertising shall be replaced by references to JMA Signage and JMA Advertising.
- (j) "JMA Telecommunications Products or Services" means local and long-distance land line and wireless telephone services, yellow pages and directory services (including on-line and Internet based), network integration, inside wiring and cabling, fiber deployment, basic network infrastructure, public communications, pay telephones, calling cards (including prepaid), voice mail, Internet services, programming, transmission of voice and data, interactive communications, virtual reality or enhancements of the same, land line and wireless video and data services, cable and wireless television services, paging services, home security services and telecommunications equipment and any other similar or related products or services.
- (k) "JMA Telecommunications Rights" means any and all of the rights to the full use and enjoyment of, and to control, provide, conduct, lease, license, grant concessions with respect to and contract for, JMA Telecommunications Products or Services to or for the Joint Marketing Area, including the right to sell or license the right to provide JMA Telecommunications Products or Services on an exclusive or nonexclusive basis.
- (l) "JMA Temporary Advertising" means JMA Advertising in or on the Joint Marketing Area in connection with any Event which is to be removed or terminated at the conclusion of such Event.
- (m) "JMA Temporary Signage" means JMA Signage in or on the Joint Marketing Area in connection with any Event which is not permanently affixed and which will be removed or terminated at the conclusion of such Event, including, without limitation, video commercials and other electronic display recognition, sponsored vignettes or kiosks, temporary banners, stage signage, chuck wagon signs, blimp signs and JMA Signage on Event participants.
- (n) "Joint Marketing Area" means the Astrodome Complex (which includes the Stadium and the Other Buildings) and the Complex Grounds.
- (o) "Marketing Contracts" shall have the meaning given in Paragraph 2 hereof.
- (p) "New Use" means:

- (i) as to the Astrodome, its replacement, material renovation or expansion for the purpose of (i) changing its primary use to a use other than as a spectator facility or (ii) allowing a new primary tenant who will not use the Astrodome as a spectator facility;
- (ii) as to the Astroarena, its replacement, material renovation or expansion (but not any replacement, renovation or expansion made by or for the benefit of the Rodeo) for the purpose of changing its primary use to a use that does not include (A) a use by the Rodeo as a venue for commercial exhibits, horse or livestock exhibitions or livestock or horse auctions, (B) concerts for up to 10,000 spectators or (C) exhibitions, expositions, trade shows and similar types of events for a capacity no greater than the current capacity of the Astroarena as of the Effective Date; or
- (iii) as to the Exposition Center, (i) any replacement or material renovation (but not a major addition or expansion) for the purpose of changing its primary use to a use that does not include a use by the Rodeo or other Persons as a venue for exhibitions, trade shows or similar types of events, or (ii) any major addition to or expansion of the Exposition Center that is in the nature of an extension to or a new section of the Exposition Center for a primary use that does not include a use by the Rodeo or other Persons as a venue for exhibitions, expositions, trade shows or similar types of events, such as, but not limited to, an arena (other than a replacement of the Astroarena that includes one of the uses listed in clauses (A) (B) or (C) of subparagraph (ii) above), a shopping mall or a theater but only with respect to such addition or expansion.

2. Landlord hereby grants to the Tenants on an exclusive basis the right to jointly market, negotiate and enter into agreements ("Marketing Contracts") covering and licensing all JMA Naming Rights, Branding Rights, Pourage Rights, Service Rights, JMA Signage, JMA Advertising, JMA Sponsors and other marketing rights to the Joint Marketing Area (except for the Excluded Marketing Rights), that are not otherwise granted to, or retained by, Tenants pursuant to the other Principal Project Documents (collectively, the "JMA Rights"), or, as necessary, to exercise those JMA Rights themselves; provided, however, that the Marketing Contracts covering and licensing the Branding Rights, Pourage Rights and Service Rights or the Tenants' use of the JMA Rights shall not be structured by the Tenants so as to negatively impact in any material respect the operating costs of the Joint Marketing Area, Landlord's ability to meet its maintenance and operating standards under the Principal Project Documents or the quality of services provided at the Joint Marketing Area. In addition, Landlord hereby grants to the Tenants on an exclusive basis the right to jointly bind Landlord to comply with the terms of such Marketing Contracts, provided that such Marketing Contracts shall comply with the proviso in the preceding sentence, and provided further that the operational aspects of such Marketing Contracts are dealt with as set forth in Paragraph 3 hereof.

3. Landlord will enter into, on its own behalf, and perform on its behalf and on behalf of the Tenants all operating agreements associated with any Marketing Contracts (i.e. service and fulfillment), all at Landlord's sole cost and expense.
4. The Parties have agreed that the JMA Naming Rights category of JMA Rights is fixed at the annual rate of \$750,000 for the period commencing the day after the JMA Marketing Turnover Date and ending on the expiration of the Team Lease, subject to Paragraph 9(b) and Paragraph 15 hereof.
5. The Parties have agreed on the annual minimum rates set forth below for payments to Landlord under Marketing Contracts with respect to each of the following categories of JMA Rights, howsoever allocated among the various components of JMA Rights:

<u>Category</u>	<u>Rate</u>
Technology	\$300,000
Energy	\$400,000
Telecommunications	\$425,000
Beverages	\$125,000
All other categories, in the aggregate	\$400,000

6. Landlord shall have the right to disapprove a Marketing Contract that is otherwise in compliance with Paragraph 2 hereof only if it proposes the sale of a category of JMA Rights for an amount that is less than the annual minimum rate set forth in Paragraph 5 hereof for that category. Subject to Paragraphs 9(c) and 9(d) hereof, the Tenants shall have no obligation to make any payment to Landlord for any category of JMA Rights unless the Tenants enter into a Marketing Contract covering such category of JMA Rights.
7. The Parties will mutually agree on the amount and nature of JMA Signage in, on or at the Other Buildings and the Joint Marketing Area granted pursuant to Marketing Contracts. Landlord will bear the cost of construction, installation and maintenance of such agreed-upon JMA Signage. The Parties will mutually agree on the rates for all JMA Signage in, on or at the Other Buildings and the Joint Marketing Area granted pursuant to Marketing Contracts.
8. Notwithstanding anything in the Principal Project Documents to the contrary, Landlord shall retain the rights to market and sell or license all Branding Rights, Pourage Rights, Service Rights, JMA Signage, JMA Advertising, JMA Sponsor and other marketing rights (but not JMA Naming Rights) included in the JMA Rights, and retain all revenues therefrom, through the later of July 31, 2002 and the date immediately preceding the Substantial Completion Date (such later date being the "JMA Marketing Turnover Date"); provided, however, all contracts entered into by Landlord granting such rights shall terminate on or before the JMA Marketing Turnover Date.

9. (a) The Tenants shall collect all gross revenues derived from the Marketing Contracts, except as provided in Paragraph 8.
- (b) The Tenants shall have the right to sell and license the JMA Naming Rights as of the Effective Date. The Tenants shall pay Landlord an aggregate amount of \$500,000 for the Marketing Contract covering the JMA Naming Rights category for the period commencing with the Effective Date through the JMA Marketing Turnover Date, such amount to be paid in a lump sum not later than 90 days after the execution of the Marketing Contract covering the JMA Naming Rights.
- (c) For the period beginning the day after the JMA Marketing Turnover Date, the Tenants shall pay Landlord for the JMA Rights the following percentages of annual net revenues from JMA Rights (annual gross revenues from Marketing Contracts less commissions paid to third parties and agency fees), except that the amount paid to Landlord for the JMA Naming Rights category of JMA Rights shall be limited to the fixed annual rate of \$750,000 as specified in Paragraph 4:
- (i) 100% of annual net revenues up to \$1,000,000;
 - (ii) 75% of annual net revenues in excess of \$1,000,000 and up to \$3,000,000; and
 - (iii) 65% of annual net revenues in excess of \$3,000,000;
- provided, however, that in no event shall the amount owed to the Landlord for any 12-month period under this Paragraph 9(c) be less than \$750,000. Each of the levels set forth in subsections (i) through (iii) above is a "breakpoint" and, collectively, they are "breakpoints". The Tenants agree to use their good faith reasonable efforts to enter into Marketing Contracts that are net of third party commissions and agency fees.
- (d) Payments owed by the Tenants to Landlord as provided under Paragraph 9(c) above shall be required to be made only after gross revenues are collected and net revenues are determined by the Tenants; provided, however, the Tenants shall make such payments to the Landlord as soon as commercially practicable after revenues are received by the Tenants.
10. The Tenants shall use good faith reasonable efforts to license the categories of JMA Rights (together with the similar rights granted to Tenants elsewhere in the Principal Project Documents) for the entire Joint Marketing Area. Nevertheless, the Tenants shall have the right to "break up" the Joint Marketing Area to license one or more categories of JMA Rights on less than a Joint Marketing Area-wide basis (or without the similar rights granted to Tenants elsewhere in the Principal Project Documents) if the Tenants are able to maximize the value for a category by doing so; provided, however, that the Tenants may not "break up"
- (i) the right to provide (whether or not a Service Right) network integration, inside wiring and cabling, fiber deployment, basic network infrastructure, public communications, pay

telephones, and related telecommunications equipment for the entire Joint Marketing Area or (ii) Service Rights to provide chilled water, electric and natural gas service to the entire Joint Marketing Area. In the event the Tenants "break up" the Joint Marketing Area for a particular category of JMA Rights, the Marketing Contracts for such category will nevertheless provide for the annual minimum rate for such category that is set forth above, unless the Landlord agrees otherwise. Notwithstanding such right of the Tenants to "break up" the Joint Marketing Area for a particular category of JMA Rights, the Tenants shall use their good faith reasonable efforts to license all such JMA Rights at prices that are reflective of the market value of such JMA Rights.

11. If the Landlord determines that it is in the best interest of the Landlord for the Landlord to sell or license on its own one or more of the categories of JMA Rights, the Landlord shall have the right, subject to a mutually agreeable procedure established by the Parties and the obligations of the Parties under then existing Marketing Contracts, to "take back" such JMA Rights, but not the JMA Naming Rights or the Telecommunications or Energy categories of JMA Rights. In the event the Landlord exercises such right, the "breakpoints" set forth in Paragraph 9(c) hereof for payments owed to the Landlord shall be reduced by the annual minimum rate for the category of JMA Rights which the Landlord "takes back". Notwithstanding such right of the Landlord to "take back" one or more categories of JMA Rights, the Landlord shall use its good faith reasonable efforts to sell or license such rights in a manner that will allow the Tenants to license the remaining JMA Rights and the Service Rights and related Branding Rights granted to, or retained by, the Tenants elsewhere in the Principal Project Documents in, on or at the Astrodome Complex and Complex Grounds at prices that are reflective of the market value of such remaining JMA Rights and the Service Rights and related Branding Rights.
12. The Tenants agree that nothing herein will waive or limit in any way the rights and obligations of the Parties under the Principal Project Documents related to Ambush Marketing and Party Ambush Marketing or rights not included in the JMA Rights. In this regard, the Landlord agrees with respect to any Landlord Event and the Tenants agree with respect to each of their respective Tenant Events that JMA Temporary Advertising and JMA Temporary Signage will not be in conflict with (i) the JMA Rights or the similar rights granted to, or retained by, the Tenants under the other Principal Project Documents or (ii) the provisions of Section 5.8 of the Stadium Tri-Party Agreement; provided, however, advertising in Event programs shall not be deemed a violation of Exclusivity Rights.
13. At such times during the Term as any Marketing Contract expires or is renegotiated by the Tenants, the Landlord shall have the right to reset the annual rate assigned under Paragraph 5 above to the category of JMA Rights to which such Marketing Contract applies, subject to the approval of the Tenants.
14. If a new building (other than the Stadium or the Exposition Center) is constructed at the Complex Grounds, the Tenants shall have a right of first offer to purchase the JMA Rights therefor not otherwise granted to Tenants hereunder. If there is a New Use of the Astrodome

or the Astroarena or a New Use of the Exposition Center as a result of any major addition to or expansion of the Exposition Center, the Tenants shall have a right of first offer to purchase the JMA Rights therefor not otherwise granted to Tenants hereunder. If there is a New Use of the entirety of Exposition Center as a result of a replacement or material renovation of the Exposition Center (but not a major addition or expansion), the Tenants shall continue to have the JMA Naming Rights and other JMA Rights to the Exposition Center that are not Excluded Marketing Rights and shall have a right of first offer to purchase other JMA Rights therefor not otherwise granted to Tenants hereunder. If the primary use of the entirety of Stadium changes, on a permanent basis, the Tenants shall continue to have all of the JMA Rights therefor.

15. The fixed annual rate for the JMA Naming Rights specified in Paragraph 4 above has been established based on the assumption that the Stadium, the Exposition Center and the Astroarena will continue in existence during the Term, that the Tenants will retain the JMA Naming Rights for the Stadium, notwithstanding a change of its primary use, on a permanent basis, and the Exposition Center, notwithstanding a New Use of the Exposition Center as a result of a replacement or material renovation thereof (but not a major addition or expansion), and that there will be no New Use of the Astroarena. In the event that (i) the Stadium is closed or demolished and not replaced or the primary use of the Stadium changes, on a permanent basis, or (ii) the Exposition Center is closed or demolished and not replaced, or (iii) the Astroarena is closed or demolished and not replaced, or (iv) there is a New Use of the Exposition Center as a result of a replacement or material renovation of the Exposition Center (but not a major addition or expansion), or (v) there is a New Use of the Astroarena or the Astroarena is closed or demolished and replaced with a facility that constitutes a New Use, then the fixed annual rate for the JMA Naming Rights will be subject to renegotiation by the Parties as to such facility or the applicable portion thereof. In the event that any of the Stadium, the Exposition Center or the Astroarena is closed or demolished and with respect to the Stadium, replaced with a new facility that does not change the primary use of the Stadium, on a permanent basis, and with respect to the Exposition Center or the Astroarena, replaced with a facility that does not constitute a New Use, then the fixed annual rate for the JMA Naming Rights will not be subject to renegotiation by the Parties.
16. The annual minimum rates for the categories of JMA Rights specified in Paragraph 5 above and the breakpoints set forth in Paragraph 9(c) above have been established based on the assumption that the Stadium, the Exposition Center and the Astroarena will continue in existence during the Term, that the Tenants will retain such other categories of JMA Rights for the Stadium, notwithstanding a change in its primary use, and that there will be no New Use of the Exposition Center or the Astroarena. In the event that (i) the Stadium is closed or demolished and not replaced or the primary use of the Stadium changes, on a permanent basis, or (ii) the Exposition Center is closed or demolished and not replaced or there is a New Use of the Exposition Center as a result of a replacement or material renovation thereof (but not a major addition or expansion), or (iii) the Astroarena is closed or demolished and not replaced, there is a New Use of the Astroarena or the Astroarena is closed or demolished and replaced with a facility that constitutes a New Use, then the annual minimum rates for

Schedule 1

JMA Naming Rights and other JMA Rights as to Exposition Center

JMA Naming Rights

1. Designation of the Exposition Center identification, including without limitation, the Exposition Center name, Exposition Center logo and Exposition Center marks.
2. Exterior Signage displaying the Exposition Center logo and/or Exposition Center marks on the exterior of the Exposition Center as agreed by the Parties.
3. Integration of the Exposition Center marks in a prominent manner into exterior directional and customer service Signage on and around the Exposition Center and on the Exposition Center entry gates.
4. Exposition Center logo placement on the roof of the Exposition Center.
5. Exposition Center mark placement at each of the exterior entrances to the Exposition Center.
6. Exposition Center mark placement at each of the interior entrances of the Exposition Center.
7. Exposition Center mark placement in each meeting room within the Exposition Center.
8. Exposition Center logo and Exposition Center marks incorporated into each and every web site, if any, developed or used to promote the Exposition Center or events held at the Exposition Center.
9. Additional interior Signage displaying the Exposition Center marks within the Exposition Center as agreed to by the naming rights holder and the Parties.
10. Placement of Exposition Center name and/or Exposition Center marks on uniforms and badges worn by ushers, parking attendants, ticket takers, concessionaires, guest relations employees, and security and maintenance personnel.
11. Placement of Exposition Center name and Exposition Center marks on all cups, napkins, food wrappers, food trays, and other general concession items which are dispensed for use exclusively within the Astrodome Complex or an Astrodome Complex facility.
12. Placement of the Exposition Center name and Exposition Center marks on all printed materials used in connection with the promotion and/or operation of the Exposition Center (such as letterhead, stationery, business cards, brochures, promotional items, marketing

materials, event schedules, public relations and official statements, including media releases, issued by the Tenants).

13. The right to have any vendor selling hats, T-shirts or other merchandise exclusively within the Exposition Center to offer for sale, in addition to any other merchandise offered, hats, T-shirts or other merchandise that prominently bears the Exposition Center name and/or Exposition Center marks.
14. Right to require all persons involved in promoting, publicizing or reporting events at the Astrodome Complex or at an Astrodome Complex facility to commit to refer to and identify the Exposition Center only by the Exposition Center name, including having the Tenants refer to the name and placing the condition of the use of the name in agreements and conditioning the granting of media passes on its use.

Other JMA Rights

1. A designated area between 3,600 and 5,000 square feet in size, agreed upon by the Parties, within the Exposition Center which provides the naming rights holder a prominent presence and exhibit space (the "Exposition Center Entitlement Zone"). The naming rights holder may use the Exposition Center Entitlement Zone, subject to the Parties' approval, as an exhibit area to portray key business initiatives of the naming rights holder in a captivating, interactive manner.
2. Placement of interactive kiosk units at or in the Exposition Center, at the naming rights holder's expense, subject to the agreement of the Parties.
3. Such additional optional modifications or elements to ensure the naming rights holder's "presence" at the Exposition Center as are agreed upon by the Parties, such as, but not limited to, engrained or woven marks of the naming rights holder or the Exposition Center marks in carpeting and flooring in public areas, wall coverings and murals in public areas, flower beds or on golf carts.

EXHIBIT M

SUITE USAGE RULES

CONDITIONS TO LICENSING AND USE OF SUITES BY LANDLORD

The following are conditions to the licensing or use of the Suites by Landlord or any licensee of Landlord:

1. **Repairs.** Prior to and following each use of a Suite by Landlord or a licensee thereof, Landlord, Team and Rodeo representatives will conduct a walk-through of such Suite to inspect for, and record in writing, any repairs and replacements, including each Suite licensee's personal belongings, needed to put such Suite back in the same good order and condition, ordinary wear and tear excepted. Prior to the next Event at which such Suite is to be used, Landlord at its sole expense and not using funds of the Capital Repair Reserve Fund, shall complete such repairs to the satisfaction of the Team and the Rodeo.

2. **Indemnity and Release.** Landlord and Landlord's licensee must agree in writing to indemnify, defend, hold harmless and release the Team and the Rodeo, and their respective licensees, and such licensees' guests and invitees, from and against any liability, loss, claim, demand, cost and expense (including, without limitation, reasonable attorney's fees and expenses) arising from Landlord's or Landlord's licensees', or any of their respective guests' or invitees', use of a Suite.

3. **Insurance.** The Team and the Rodeo, and their respective licensees of the Suites (as a general category of users, not a specific category) must be named as additional insureds on the Stadium manager's and Event sponsor's liability policies.

4. **Concessions.** Landlord or its licensee shall be liable for and pay for the cost of all food and beverages ordered and/or consumed in any Suite in accordance with the cost thereof established, from time to time, by the Concessionaire therefor.

5. **Team Owner's Suite.** The Team "Owner's Suite" shall not be licensed, used or occupied by Landlord under any circumstances whatsoever. The Team shall pay for any tickets if the Suite is used for another event at the same price as set for other suite tickets for such other events.

RELIANT STADIUM

5/17/01

TRI-PARTY AGREEMENT

EXHIBIT 'N'

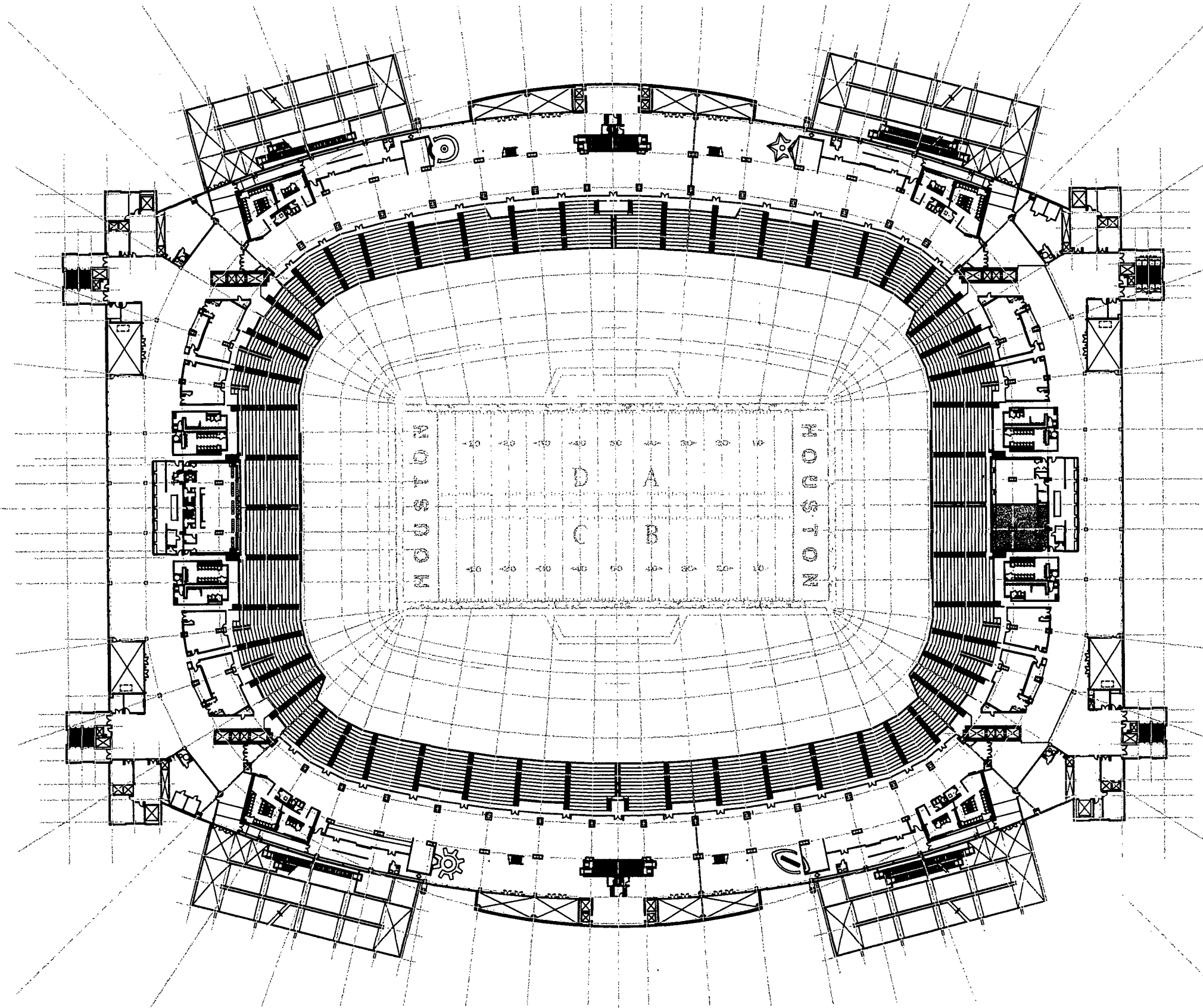
DEPICTION OF
LANDLORD'S SUITE

HSC
HOUSTON
STADIUM
CONSULTANTS

Herman Reed Architects
Lockwood, Andrews & Newnam, Inc.

ok
SPORT

 LANDLORD'S SUITE



BUILDING NORTH

RELIANT PARK


5/17/01

TRI-PARTY AGREEMENT
EXHIBIT 'O'

DEPICTION OF
TEAM
PARKING SPACES

HSC
HOUSTON
STADIUM
CONSULTANTS
Hermes Reed Architects
Ludwood, Andrews & Neumann, Inc.

h-k
SPORT

 TEAM'S PARKING SPACES

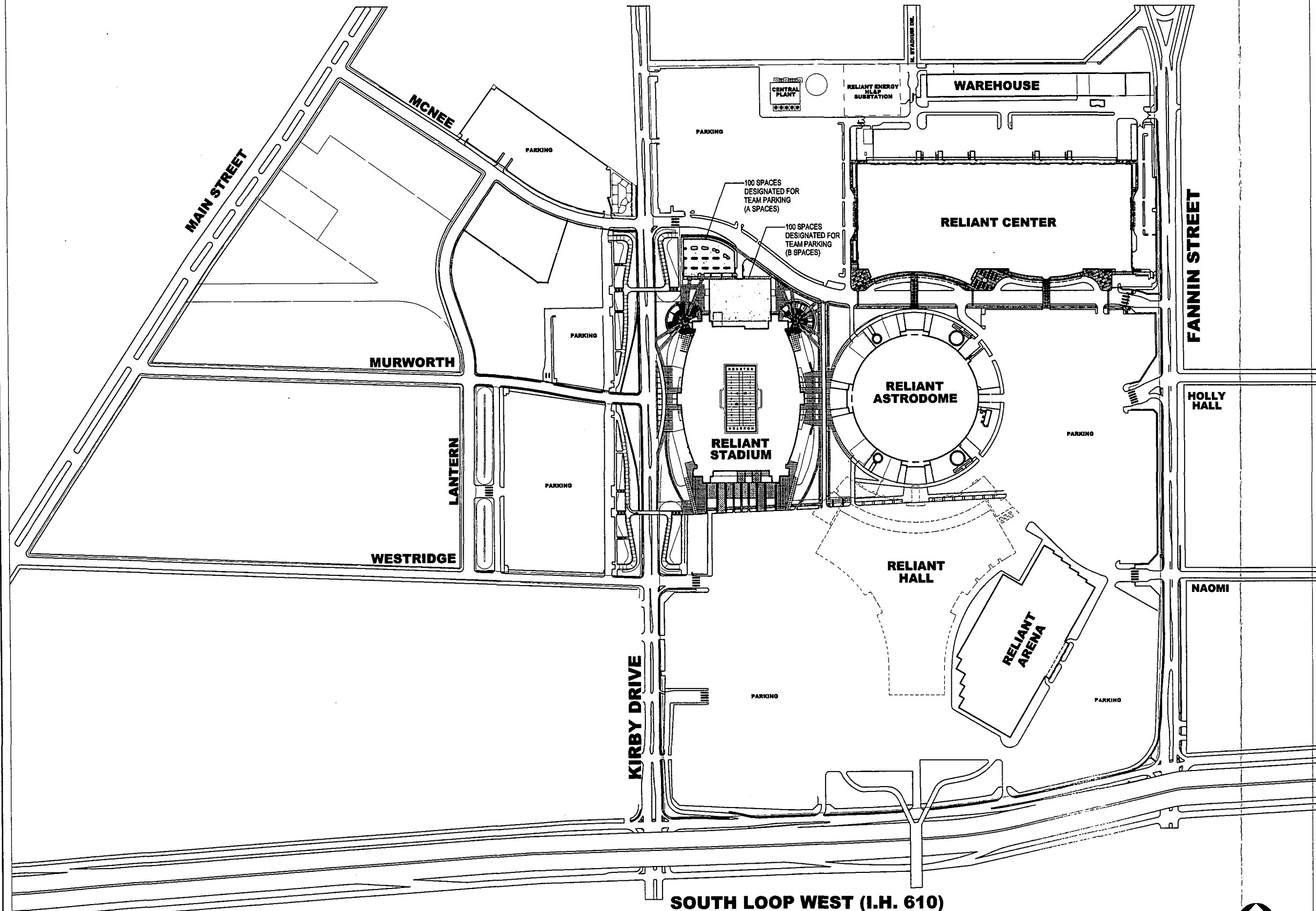


EXHIBIT P

MBIA CONFIDENTIALITY LETTER

[Date]

MBIA Insurance Corporation
113 King Street
Armonk, NY 10504

HARRIS COUNTY-HOUSTON SPORTS AUTHORITY
SENIOR LIEN REVENUE REFUNDING BONDS,
SERIES 2001A
JUNIOR LIEN REVENUE REFUNDING BONDS,
SERIES 2001B
JUNIOR LIEN SPECIAL REVENUE BONDS,
SERIES 2001C (RODEO PROJECT) (VARIABLE RATE)
JUNIOR LIEN SPECIAL REVENUE BONDS,
SERIES 2001D (NFL CLUB PROJECT) (VARIABLE RATE)
TAXABLE JUNIOR LIEN SPECIAL REVENUE BONDS,
SERIES 2001E (NFL CLUB PROJECT) (VARIABLE RATE)

Dear []:

Enclosed is the [Name of Document/Documents] (the "Material") you requested to review in connection with your surveillance responsibilities for the above-referenced Bonds.

You agree that you will protect the Material from disclosure to anyone other than you and your employees. You will not duplicate or distribute the Material to anyone other than [] without prior authorization from [Team/Rodeo].

You agree that you will deliver to the [Team/Rodeo] all Material with [60 days] of receipt thereof or such longer time as agreed to by you and [Team/Rodeo].

Please acknowledge your receipt of the Material and your agreement with the foregoing by signing below and returning one copy of this letter to me.

Very truly yours,

Team/Rodeo

MBIA Insurance Corporation

By: _____