

EXHIBIT A

STADIUM DIAGRAM

NRG STADIUM SEATING CHART



EXHIBIT B

CLUB SEAT BENEFITS

Subject to the payment of the Club Seat Annual License Fee and the other terms and conditions of this Agreement, Licensee shall be entitled to the following benefits:

1. **FOOTBALL ADMISSION TICKETS.** Licensee shall receive admission tickets to the Stadium for the use of the Club Seat(s) for every NFL pre-season and regular season Team game.

2. **OTHER ADMISSION TICKETS.** Licensee must purchase admission tickets for the Club Seat(s) for post-season Team games (excluding Super Bowl games).

3. **CLUB LEVEL FACILITIES.** Licensee and Licensee's guests will have the right to use the Club Level facilities at the Stadium on game days.

4. **BUSINESS USE.** Licensee will have priority to reserve designated portions of the Club Level facilities for the use of Licensee and Licensee's guests on days that do not coincide with game days or any other games and non-NFL events at the Stadium.

EXHIBIT C

TERMS AND CONDITIONS

THIS DOCUMENT constitutes the "Terms and Conditions" referred to in, and incorporated into, the Permanent Seat License (PSL) and Club Seat Agreement (this "Agreement") executed by the person or entity identified therein as "Licensee", Harris County-Houston Sports Authority, d/b/a 2002 Stadium Fund, and acting through Houston NFL Holdings, L.P. ("Houston NFL") as its designee with respect to PSLs ("Licensor"), and Houston NFL with respect to the Club Seat License ("Club License"). Pursuant to this Agreement, Licensee has received a license to purchase certain tickets to certain Team games to be held at the Stadium and a license and exclusive privilege and right to use the Club Seat(s) pursuant to the terms hereof. These Terms and Conditions shall be binding upon Licensor, Licensee, Houston NFL, the Team and Harris County Sports & Convention Corporation ("Sports & Convention Corporation"). Capitalized terms used but not defined herein shall have the meaning given them on the first and second pages of this Agreement.

1. GRANT OF PSL. For and in consideration of Licensee's deposit of the first installment of the PSL Fee and promise to pay the remaining installments of the PSL Fee, Licensee shall receive a Permanent Seat License ("PSL") for the purchase, in accordance with the terms and conditions set forth in this Agreement, of season tickets for the Club Seat(s) licensed by Licensee under this Agreement as set forth in Section 6 below.
2. AUTHORITY/AGENCY. The Sports & Convention Corporation has granted Licensor the right to market and sell PSLs and enter into Permanent Seat License (PSL) and Club Seat Agreements for the Stadium pursuant to the terms of the PSL Marketing and Sale Agreement dated November 18, 1999.
3. PSL ESCROW. All PSL Fees (net of Marketing Expenses (defined below)) will be deposited with Amegy Bank, N.A., as escrow agent, or any successor designated by Licensor (the "Escrow Agent"). PSL Fees will be used exclusively to defray the design, development, financing and construction costs of the Stadium and Team practice fields, the Project costs, additional parking facilities and related infrastructure (collectively, the "Project") and to cover all marketing, consulting, legal and sales costs and expenses of the Licensor and its agents related to the marketing and sale of PSLs (the "Marketing Expenses").
4. GRANT OF LICENSE. Upon payment of the Club Seat Annual License Fee, Licensee shall be entitled to the exclusive privilege and right set forth below to use the Club Seat(s) identified in this Agreement. This License is granted upon and subject to the provisions of this Agreement, including these Terms and Conditions.
5. LOCATION OF SEAT(S). The License granted hereby relates to a seat or seats to be located in certain Club Section(s) of the Stadium designated in this Agreement.
6. POSSESSION AND USE. Upon payment of the PSL Fee and Club Seat Annual License Fee, Licensee shall be entitled to the exclusive use and possession of the Club Seat(s) for each pre-season football game, regular season football game, and post-season football game, excluding the Super Bowl, played in the Stadium by the Team during the Term (respectively, the "Pre-Season Games," the "Regular Season Games" and the "Post-Season Games"), subject to the provisions of this Agreement. Licensee has the right and obligation to purchase admission tickets for the Club Seat(s) for Post-Season Games.

In the event that the Club Seat(s) are deemed to be obstructed or non-manifest seats by the stadium operator, Licensor or Houston NFL, or the stadium operator restricts the sale of tickets, or in the event the Licensor, Houston NFL or the stadium operator determines that the Club Seat(s) are otherwise not available, Licensee shall not have the right to license the Club Seat(s) for such events.

In addition, Licensee and Licensee's guests will have access to the Club Level facilities at the Stadium (other than facilities restricted for exclusive use of licensees of private suites, or otherwise restricted by the Licensor) (the "Club Facilities") in accordance with such procedures as shall be established by Houston NFL or the stadium operator. During dates on which Pre-Season Games or Regular Season Games occur, access to the Club Seat(s) and Club Facilities shall be controlled by Houston NFL or the stadium operator and each person using such area shall be required to present a ticket for admission thereto. Licensee and Licensee's guests and invitees shall be bound by and shall observe the terms and conditions upon which tickets for admission to the Stadium have been issued by Houston NFL, including, without limitation, the policy adopted by the issuer of such tickets with respect to the cancellation or postponement of the game or event.

Licensee will have priority to reserve designated portions of the Club Facilities on terms to be established for the use of Licensee and Licensee's guests on days that do not coincide with game days or any other games and non-NFL events at the Stadium in accordance with such procedures as shall be established by Houston NFL or the stadium operator.

7. OBLIGATION TO PAY. Except as otherwise set forth herein, the obligation of Licensee to pay the Club Seat Annual License Fee to Houston NFL, the PSL Fee to Licensor or other sums due to Licensor or Houston NFL or Houston NFL's concessionaires is independent of the liabilities or limitations of Licensor or Houston NFL under this Agreement. Licensee shall promptly make all such payments due without any deductions, set offs, or counterclaims against such payments on account of any breach or default by or claims against Licensor or Houston NFL or otherwise, or any breach or default by or claims against any concessionaire. Licensee shall make all payments due to Houston NFL's concessionaires without any deductions, setoffs, or counterclaims against such payments on account of any breach or default by or claims against Licensor or Houston NFL. Nothing in this Section shall prevent Licensee from bringing an independent action against Licensor, Houston NFL or any concessionaire.

Neither Licensor nor Houston NFL shall be liable for, and Licensee shall not assert any deduction, set off or claim of any nature against Licensor or Houston NFL for, any act or omission of or any breach or default by any concessionaire. Licensee shall be bound by the terms and conditions established from time to time by Licensor or Houston NFL for cancellation or postponement of a game or event. Except as otherwise set forth in such terms and conditions, neither Licensor nor Houston NFL shall have any liability to Licensee on account of any such cancellation or postponement or other failure or deficiency in the conduct of such event.

Licensee's rights under this Agreement, including the rights to have access to and use the Club Seat(s) and the Club Facilities and to obtain admission to the Stadium or the Club Level, are subject to the conditions precedent of payment by Licensee to Licensor and Houston NFL, respectively, of all sums then due Licensor or Houston NFL hereunder, and upon Licensee's continued compliance with this Agreement.

Club Seat Annual License Fees for the Club Seat(s) will be billed to Licensee and will be due and payable at the times set forth in this Agreement. In addition, the Club Seat Annual License Fee will include any sales, privilege, rental, use, property or other governmental taxes due on or with respect to the Club Seat Annual License Fees or on account of the use of the Club Seat(s) or the Club Facilities for the use of the Club Seat(s) for any NFL games.

8. TERM OF AGREEMENT. The term of this Agreement (the "Term") will be for the period beginning on the date of the first Pre-Season Game for the applicable NFL season (each NFL season being herein referred to as an "NFL Season"), or such later date during the applicable NFL Season on which this Agreement is executed (the "Commencement Date"), and will continue for the number of "Years" set forth in this Agreement. Except for the first year of the Term, which may be for a shorter period as provided in the preceding sentence, the term "Year" means a period of 365 consecutive calendar days commencing on the date of the first Pre-Season Game during the first NFL Season, or an anniversary thereof; provided that the last Year of the Term, or any renewal term, will expire on or about January 31 of such last Year (or the last day of the NFL Season, if later).

9. LICENSEE RIGHTS AND OBLIGATIONS.

- (a) During the Term, Licensee is obligated to purchase from Houston NFL Club Seat admission tickets for the Pre-Season Games, the Regular Season Games, and the Post-Season Games, excluding the Super Bowl. The charge for such tickets (except for Post-Season Games) will be included in the Club Seat Annual License Fee.
- (b) If Licensee does not purchase season tickets for Licensee's designated Club Seat(s) by a specified deadline each year as determined by Houston NFL, then Licensee's rights and obligation to purchase season tickets hereunder may be terminated at option of Houston NFL or Licensor without prejudice to any right of Houston NFL or Licensor to recover the full amount owed by Licensee for the Term of this Agreement. Licensee will forfeit all monies previously paid to Houston NFL or Licensor, all rights to buy season tickets associated with the Club Seat(s), and Licensee's PSL for the upcoming NFL Season and all NFL Seasons that follow. Licensor will have the right to relicense the forfeited PSL with no further obligation to the Licensee.
- (c) If Licensee does not purchase tickets for Post-Season Games by the date specified by Houston NFL in its sole discretion, then Houston NFL may sell such tickets to persons other than Licensee. If Houston NFL does not sell such tickets, then Licensee shall remain obligated to pay for such tickets and Licensee's right to transfer the PSL will be suspended until such time as Licensee has paid for such tickets plus applicable late charges.
- (d) A PSL may not be pledged or hypothecated other than with respect to a purchase money lien or security interest incurred in connection with the acquisition of the PSL being pledged.
- (e) Subject to the restrictions and guidelines set forth herein, Licensee has the right to transfer the PSL by gift, bequest or otherwise at any time. There will only be one Licensee for a given Club Seat at any given time. Once a Licensee transfers a PSL, such Licensee will no longer have any rights associated with that seat. A PSL may not be transferred more than once each Year except in the case of the death of Licensee.

- (f) No transfer of a PSL will be complete until the transferee has assumed all obligations of the transferor and the transfer has been recorded on the books of Houston NFL. The transferor shall pay to Houston NFL a per seat transfer fee established by Houston NFL.
 - (g) A PSL may be transferred to an immediate family member for a nominal per seat transfer fee established by Houston NFL to defray record keeping costs. An "immediate family member" is defined to include any parent, spouse, child, sibling, or grandchild.
 - (h) A PSL does not entitle the Licensee to (i) admission to any Team games played at the Stadium or (ii) a reduction or discount in the price of tickets to Team games.
10. REPRESENTATIONS OF LICENSEE. Licensee hereby represents and warrants as follows:
- (a) Licensee has read and understands the terms of this Agreement including this Exhibit C;
 - (b) Licensee is not acquiring the PSL as an investment and has no expectation of profit as an owner of the PSL;
 - (c) Licensee is acquiring the PSL solely for the right to purchase tickets to Team football games played in the Stadium;
 - (d) Licensee is acquiring the PSL for Licensee's own use and not with a view to the distribution of the PSL or tickets to others; and
 - (e) Licensee acknowledges that the transfer of the PSL will be restricted and that PSLs are subject to forfeiture under certain conditions including those explained in this Agreement.
11. LATE FEE. Any PSL Fee or Club Seat Annual License Fee or other monetary obligation under this Agreement not paid to Licensor or Houston NFL, as appropriate, by the date specified in this Agreement shall bear interest accruing from such date at the rate of fifteen percent (15%) per annum or the highest rate permitted by law, whichever is less.
12. RIGHT OF FIRST REFUSAL. If not in default in the performance of Licensee's obligations under this Agreement, Licensee, or its assignee, shall have the right of first refusal to renew this License after the expiration of the Term at such Club Seat Annual License Fee and on such other terms and conditions as Houston NFL may, in its sole discretion, determine. Houston NFL shall submit to the Licensee an agreement which sets forth the Club Seat Annual License Fee and other terms and conditions established by Houston NFL for the renewal license. Licensee may exercise, if at all, its right of first refusal by executing and returning such agreement to Houston NFL, together with any deposit or other payment which may be required thereunder, in accordance with such procedures as shall be established by Houston NFL from time to time.
13. COVENANTS OF LICENSEE. Licensee covenants and agrees with Licensor and Houston NFL as follows:
- (a) Licensee shall abide by, and shall notify and require its guests and invitees to abide by, such rules and regulations as Licensor shall establish from time to time concerning the use and occupancy of the Club Seats and the Stadium.
 - (b) Licensee and Licensee's guests and invitees shall at all times maintain proper decorum while using the Club Seat(s). Licensee shall be held responsible for its actions as well as those of its guests and invitees including, but not limited to, actions arising from the consumption of alcoholic beverages. Should Licensee or any of Licensee's guests or invitees create a disturbance, Houston NFL or stadium manager shall have the right to eject the parties responsible for such action from the confines of the Stadium, or exercise any of Houston NFL or Licensor's rights upon default in accordance with the provisions of Section 14 of these Terms and Conditions including, without limitation, termination of this Agreement. Licensee and Licensee's guests and invitees shall comply with all applicable present and future laws, ordinances, orders, rules and regulations (including those promulgated by the NFL) and shall not permit any violation thereof.
 - (c) Licensee and Licensee's guests and invitees shall not bring into the Stadium any alcoholic or intoxicating beverage, any illegal drugs or, except as prescribed by a physician, any controlled substance.
 - (d) Licensee and Licensee's guests and invitees shall not permit the Club Seat(s) to be used for any illegal, improper, immoral or objectionable purpose, or in any way obstruct or interfere with the rights of any other licensees.
 - (e) Licensee and Licensee's guests and invitees shall not film, record or transmit from the Club Seat(s) all or any portion of any football game or other event, or any description thereof, by any means (including without

limitation radio or television broadcasting, whether broadcast "live" or by means of film, tape or other technology, including, but not limited to, camera and video-enabled cellular telephones).

14. DEFAULT. In addition to the rights of Houston NFL and Licensor set forth in Subsections 9(b) and (c) hereof, in the event Licensee fails to pay when due any amounts to be paid by Licensee pursuant to this Agreement (including, without limitation, the PSL Fee or Club Seat Annual License Fee) or otherwise defaults in the performance or observation of its duties and obligations under this Agreement, Houston NFL or Licensor may, at its option: (a) withhold distribution of tickets to Licensee for games and events played in or held at the Stadium until such time as such default is cured and/or (b) terminate the rights of Licensee under this Agreement after giving Licensee not less than ten (10) days prior written notice of such default or breach. If Licensee shall not have cured the default or breach specified in said notice within said ten (10) day period, Licensor may terminate the PSL, and Houston NFL or Licensor may terminate the Club License, the right of Licensee to the use and possession of the Club Seat(s), and all other rights and privileges of Licensee under this Agreement and declare the entire unpaid balance of the PSL Fee or Club Seat Annual License Fee (which for purposes hereof shall include the total aggregate unpaid balance of the Club Seat Annual License Fees for the remainder of the Term) immediately due and payable, whereupon neither Houston NFL nor Licensor shall have any further obligation of any kind to Licensee. Houston NFL shall use reasonable efforts to relicense the right to the use and possession of the Club Seat(s) to another party; provided that, if there are any other club seats in the Stadium available to be licensed, Houston NFL may give priority to licensing such other club seats. Licensee shall remain obligated to make all payments due or becoming due under this Agreement, but if Houston NFL licenses the right to the use and possession of the Club Seat(s) to another party, then all amounts received from such other party, applicable to any remaining period of this Agreement shall be applied first to the expense of relicensing and then to the reduction of any obligations of Licensee to Houston NFL under this Agreement. If the consideration collected by Houston NFL upon any such relicensing is not sufficient to pay the full amount of all such obligations of Licensee, Licensee shall pay such deficiency upon demand.

The foregoing remedies of Houston NFL and Licensor shall not be to the exclusion of any other right or remedy set forth in this Agreement or otherwise available to Licensor or Houston NFL at law or in equity. Licensee shall be responsible for all attorneys' fees and costs incurred by Houston NFL or Licensor in the enforcement of this Agreement whether or not litigation is actually commenced and including any appellate proceedings. LICENSEE HEREBY UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT.

No waiver by Houston NFL or Licensor of any default or breach by Licensee of its obligations under this Agreement shall be construed to be a waiver or release of any other subsequent default or breach by Licensee under this Agreement, and no failure or delay by Houston NFL or Licensor in the exercise of any remedy provided for in this Agreement shall be construed a forfeiture or waiver thereof or of any other right or remedy available to Houston NFL or Licensor.

15. STRIKES, DAMAGES, DESTRUCTION, ETC. In the event of: (a) any strike or other labor disturbance which results in the cancellation of any Regular Season Game or (b) any damage to or destruction of the Club Seat(s) or the Stadium which renders the Club Seat(s) or the Stadium unusable, then, in the case of either of said events, the Club Seat Annual License Fee payable under this Agreement shall, unless reasonably comparable club seats are made available to Licensee, be abated during the period of time that the Club Seat(s) are unusable. Any such abatement of the Club Seat Annual License Fee shall be computed for each Year by dividing the number of Regular Season Games for which the Club Seat(s) were unusable by the total number of Regular Season Games originally scheduled to be played in the Stadium during the applicable Year including the number of NFL games which were cancelled as a result of any such strike, labor disturbance, damage or destruction. Any such abatement shall be offset against the next succeeding installment of the Club Seat Annual License Fee payable by Licensee. There shall be no abatement for cancelled Pre-Season Games or Post-Season Games or unavailability of the Club Seat(s) or the Stadium for Pre-Season Games or Post-Season Games. If, in the event of any damage to or destruction of the Club Seat(s) or the Stadium that renders the Club Seat(s) or the Stadium unusable, the Licensor, County, or Sports & Convention Corporation, elect not to repair or restore the same, this Agreement shall terminate as of the date of such damage or destruction, and the entire amount of the abatement, including the PSL Fee, promptly shall be paid to Licensee. Upon payment of such abatement neither Houston NFL nor Licensor shall have any further liability to Licensee under this Agreement. No interest shall be paid on any returned PSL Fees or Club Seat Annual License Fees. The Club Seat Annual License Fee shall not be abated if the Club Seat(s) are rendered unusable by the fault or neglect of the Licensee or Licensee's guests or invitees.
16. DISCLAIMER OF LIABILITY/INDEMNITY. None of Licensor, County, Sports & Convention Corporation, Houston NFL or any stadium manager designated by Licensor (the "Stadium Manager") or any of their officers, employees or agents shall be liable or responsible for any loss, damage, or injury to any person or to any property of Licensee or Licensee's guests in or around the Stadium, resulting from any cause whatsoever, including but not limited to theft and vandalism, unless due to the gross negligence or the willful misconduct of Licensor, County, the Sports & Convention Corporation, Houston NFL or the Stadium Manager, respectively.

IN ADDITION, LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD LICENSOR, COUNTY, SPORTS & CONVENTION CORPORATION, HOUSTON NFL, THE STADIUM MANAGER AND EACH OF THEIR OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY PERSONAL INJURY, OR PROPERTY DAMAGE OCCURRING IN OR AROUND THE STADIUM (I) IN CONNECTION WITH LICENSEE'S OR LICENSEE'S GUEST'S OR INVITEE'S USE OR OCCUPANCY OF THE CLUB SEAT(S), REGARDLESS OF WHETHER SUCH PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, OR (II) DUE TO ANY CONTRAVENTION OF THE PROVISIONS OF THIS AGREEMENT OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS.

17. **RESERVATION OF RIGHTS.** Each of Licensor and Houston NFL hereby reserves the following rights in addition to all rights it might have at law or under the terms of this Agreement:

- (a) The right to check Licensee's creditworthiness;
- (b) The right to refund Licensee's deposit and to terminate this Agreement without further obligation to Licensee if Licensor or Houston NFL determines that Licensee's credit is not satisfactory to permit Licensee to fulfill its obligations under the terms of this Agreement, or for any other reason satisfactory to Licensor or Houston NFL; and
- (c) The right to mortgage, pledge or otherwise encumber the Stadium. In such event, the License and Licensee's rights and interest under this Agreement shall be subordinate to any lien Licensor or Houston NFL may create; provided, that so long as the Team shall play its home games at the Stadium, Licensee shall continue to have the rights granted a holder of a license pursuant to this Agreement.

18. **MISCELLANEOUS.**

- (a) Upon the expiration of the Term (or, if applicable, upon the expiration of any renewal term pursuant to Licensee's right of first refusal under Section 12 hereof) or upon the earlier termination of this Agreement, Licensee shall surrender possession of the Club Seat(s) to Houston NFL in the condition in which they were originally delivered to Licensee, except for normal wear and tear and damage caused by casualty or force beyond the control of Licensee or Licensee's guests.
- (b) From time to time Licensor or Houston NFL may negotiate financing for the construction of the Stadium and the Club Seat(s) and for other purposes with one or more financial institutions (the "Banks"). Licensee acknowledges that the Banks will be relying on, and will be entitled to rely on, the commitments made by Licensee in this Agreement and that the Banks shall have the rights of third party beneficiaries with respect to this Agreement.
- (c) Except in accordance with this Agreement, Licensee shall not sell, assign, sublease, pledge or otherwise transfer or encumber this Agreement, or any of Licensee's rights and obligations under this Agreement, without the prior written consent of Licensor or Houston NFL. Any attempted sale, assignment, sublease, pledge, transfer or encumbrance in contravention of the foregoing shall be null and void and of no effect.
- (d) It is understood that Licensor or Houston NFL may mortgage, pledge, assign or otherwise encumber some or all of Houston NFL and/or Licensor's rights in this Agreement (i) as security for financing for the Project or any portion thereof or other facilities operated by Licensor or Houston NFL in the Stadium, (ii) to Houston NFL or any successor owner of the Team, or (iii) for other purposes of Licensor or Houston NFL, and that, in such event, this Agreement and the rights and interests of Licensee hereunder shall be subordinate thereto; provided that any such mortgagee, pledgee, assignee or the holder of any such lien shall agree in writing to recognize this Agreement and the rights and interests of Licensee hereunder in the event of foreclosure or enforcement of said lien if Licensee is not then in default in the performance of Licensee's obligations under this Agreement. Upon any assignment of this Agreement, the assignee shall have all the rights of the assignor hereunder.
- (e) All notices, demands and other communications between the parties required or appropriate hereunder shall be in writing and deemed given if mailed, postage prepaid, to the respective addresses set forth in this Agreement, or to such other address as may be designated by either party, from time to time, in writing.
- (f) THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND CALLS FOR PERFORMANCE IN HARRIS COUNTY, TEXAS, AND JURISDICTION AND VENUE FOR ANY DISPUTES ARISING OUT OF OR RELATED

TO THIS AGREEMENT SHALL EXCLUSIVELY LIE IN THE STATE COURTS OF HARRIS COUNTY, TEXAS, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICT OF LAWS.

- (g) This Agreement, including these Terms and Conditions and the Exhibits annexed thereto and hereto, contains the entire agreement of the parties with respect to the matters provided for therein and herein, and shall supersede any written instrument or oral agreement previously made or entered into by the parties to this Agreement.
- (h) This Agreement, and all the terms and provision hereof, shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. No amendment or modification to this Agreement shall be effective unless the same is in writing and signed by Licensor, Houston NFL and Licensee.
- (i) If any provision of this Agreement shall be held invalid and unenforceable, the remainder of this Agreement shall not be affected but shall continue to be valid and enforceable to the fullest extent permitted by law.

19. SUBORDINATION. This Agreement and Licensee's rights hereunder are expressly subject and subordinate to (i) that certain Lease Agreement, as same may be amended from time to time, between Sports & Convention Corporation, as landlord, and Houston NFL, as tenant, pursuant to which Houston NFL leases the Stadium, and any and all other leases (ground or otherwise), mortgages or other financing documents affecting the Stadium or land upon which the Stadium is located or Houston NFL's interest therein, (ii) all zoning, building and other laws, regulations and ordinances of any and all municipal, governmental and quasi-governmental bodies and agencies having jurisdiction over the Stadium or land upon which the Stadium is located, and (iii) any and all matters affecting the state of title to the Stadium and land upon which the Stadium is located, whether or not recorded in the public records of Harris County, Texas.