

**LETTER AGREEMENT – AUDIO-VISUAL PRODUCTION  
SUPPORT AGREEMENT**

This LETTER AGREEMENT is entered into effective as of the 17th day of May, 2001. It is a binding agreement among the Parties set out below with respect to the basic terms upon which the Parties will enter into an agreement (the "**Audio-Visual Production Support Agreement**") for the provision of audio-visual production support and related items at the Astrodome Proper. This Letter Agreement supplements the agreements among the parties in the Principal Project Documents and is not merged therein. Capitalized terms which are not otherwise defined in this Letter Agreement shall have the meanings for such terms given to them in that certain Stadium Tri-Party Agreement dated May 17, 2001 by and between HLSR, the Club and the Corporation.

- **Parties:** Harris County Sports & Convention Corporation, a local government corporation organized under the laws of the State of Texas (the "**Corporation**"), Houston NFL Holdings, L.P., a Delaware limited partnership (the "**Club**"), and Houston Livestock Show and Rodeo, Inc., a Texas not-for-profit corporation ("**HLSR**").
  
- **Audio-Visual Production Support Agreement:** The Parties agree that they will enter into an Audio-Visual Production Support Agreement that includes (1) terms and conditions that are consistent with the terms and conditions set forth in the Term Sheet attached hereto as Exhibit "A" and (2) other provisions that are customary for an agreement of the type contemplated herein to the extent such other provisions are not inconsistent in any material respect with the Term Sheet. Further, the Parties agree that they will undertake good faith reasonable efforts to finalize such Audio-Visual Production Support Agreement and execute the same on or before July 31, 2001. Each Party agrees to bear its own cost and expenses in connection with the negotiation and execution of the Audio-Visual Production Support Agreement, including attorneys fees.

IN WITNESS WHEREOF, the Parties have executed this letter agreement as of the date first set forth above.

**HARRIS COUNTY SPORTS &  
CONVENTION CORPORATION**

By:   
Michael Surface  
Chairman

**HOUSTON NFL HOLDINGS, L.P.**

By: **RCM SPORTS & LEISURE, L.P.**, its  
General Partner

By: **HOUSTON NFL HOLDINGS GP, L.L.C.**,  
its General Partner

By:   
Stephen W. Patterson  
Executive Vice President

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

By:   
P. Michael Wells  
President

## Exhibit "A"

### Term Sheet

*This Term Sheet is attached to a Letter Agreement dated May 17, 2001, and is not to be considered separately from the Letter Agreement. This Term Sheet does not define all of the terms and conditions of the proposed Audio-Visual Production Support Agreement but is a framework upon which the Audio-Visual Production Support Agreement may be structured, and is a basis for further discussion and negotiation of the terms as may be appropriate. The proposed transactions shall be subject to the execution and delivery of an Audio-Visual Production Support Agreement satisfactory in form and substance to HLSR, Club, Corporation and their respective counsel.*

### Definitions

Unless the context otherwise requires, capitalized terms used in this Term Sheet have the meanings set forth below or otherwise assigned to them in this Term Sheet or, if any such term has not had a meaning assigned to it in this Term Sheet, such term shall have the meaning assigned to it in the Stadium Tri-Party Agreement.

"AV" means Audio-Visual.

"AV Production Support" means the providing of, as applicable, a video, audio or data signal or transmission produced by the Audio-Visual Front-End Facilities.

"AV Production Support Agreement" shall have the same meaning as the Audio-Visual Production Support Agreement.

"Audio-Visual Back-End Services" means display equipment (including, but not limited to, video boards, projectors and flat panel displays), public address equipment (including, but not limited to, audio amplifiers, distribution amplifiers and speakers) and related personnel.

"Audio-Visual Front-End Facilities" means all production equipment for video, graphics and related audio equipment to be installed in HLSR's Office/Meeting Space in the Exhibition Hall pursuant to the terms of the AV Production Support Agreement, including, but not limited to, cameras, camera control units, switchers, routers, recorders, disk-based and solid-state servers, character generators, graphics generators, animation devices, digital video effects, linear and non-linear editors, signal processors, distribution amplifiers, bulkheads, patch bays, intercom equipment, IFB equipment, and associated cabling and fiber optics.

"Broadcast Production Errors and Omission Insurance" means professional liability insurance designed to protect broadcast production companies from errors and omission in the production, use or dissemination of program or advertising material. Coverage is usually written on a claims-made basis.

**“Complex”** means the Stadium, Exhibition Hall, Astroarena, Astrodome, the warehouse and storage facilities located within the Astrodomain Proper, and any plazas or parking areas located within the Astrodomain Proper requiring AV Production Support.

**“Exhibition Hall AV Room”** means an Audio-Visual room that is to be located in the Exhibition Hall outside of HLSR’s Office/Meeting Space, but in close proximity to the location of Audio-Visual Front-End Facilities. This room will contain Audio-Visual distribution equipment that is to be installed by the Corporation in accordance with the Exhibition Hall Plans and owned by the Corporation. The video portion of this room will be maintained by HLSR with the approval of the Corporation.

**“Exhibition Hall Plans”** means the Exposition Center Plans, as such term is defined in the Rodeo Lease Amendment.

**“Force Majeure”** means the occurrence of any of the following, for the period of time, if any, that the performance of a Party’s material obligations under the AV Production Support Agreement is actually, materially and reasonably delayed or prevented thereby: acts of God; acts of a public enemy; the confiscation or seizure by any Governmental Authority; insurrections; wars or war-like action (whether actual, pending or expected); arrests or other restraints of government (civil or military); blockades; embargoes; strikes, labor unrest, labor disputes or unavailability of labor or materials (any of which are not caused by a Party’s or, in the case of Corporation, the Complex Manager’s work force); lock-outs (not caused or implemented by a Party or, in the case of Corporation, the Complex Manager); epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; wash-outs; explosions; any delays occasioned by arbitration actions and proceedings under the Arbitration Procedures specified in the AV Production Support Agreement; civil disturbance or disobedience; riot; sabotage; terrorism, threats of sabotage or terrorism; or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable anticipation or control of the Party claiming the right to delay performance on account of such occurrence and which, in any event, is not a result of the negligence or willful misconduct of the Party claiming the right to delay performance on account of such occurrence. As to the Corporation, actions of the County, any County Affiliate, Corporation or any representative of the foregoing shall not be considered actions of a Governmental Authority for purposes of Force Majeure. Notwithstanding the foregoing, “Force Majeure” shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

**“HLSR’s Office/Meeting Space”** means the Tenant’s Office/Meeting Space, as such term is defined in the Rodeo Lease Amendment.

**“HLSR Office/Meeting Space Information Network”** means a closed circuit RF audio-video/graphics network providing signals to and including display devices in the HLSR Office/Meeting Space on a year-round basis.

**“Head End”** means the point of origination for an Audio-Visual signal (digital or analog) to be transmitted, by any means, to points outside the Head End. The Head End includes, but is not limited to, the physical facility, equipment and personnel required to originate the Audio-Visual signal.

**“Horse Information Network”** means a closed circuit RF audio-video/graphics network providing signals to and including display devices in the stall, pen and show ring areas of the HLSR Horse Show and other events in the Astroarena. This network could be used for non-HLSR events on a year-round basis.

**“Livestock Information Network”** means a closed circuit RF audio-video/graphics network providing signals to and including display devices in the stall, pen and show ring areas of the HLSR Livestock Show events [in the Exhibition Hall and Astroarena]. This network could be used for non-HLSR events on a year-round basis.

**“PPV/INTERNET”** means pay-per-view television on, but not limited to, direct-to-consumer satellite service (digital and analog), wireless transmission to the consumer, cable distribution to the consumer and Internet distribution to the consumer.

**“Parties”** means the Corporation, the Club and HLSR

**“Rodeo Information Network”** means a closed circuit RF audio-video/graphics network providing signals to and including display devices in all Complex buildings, pavilions and temporary facilities utilized by HLSR during its Spring Rodeo and Rodeo Festival. This network serves as a source of general information, scheduling and advertising for the general public, exhibitors and HLSR members. This network could be used for non-HLSR events on a year-round basis.

**“Sales Pavilion”** means the HLSR sales pavilions which may be located any where in the Astrodomain Proper.

**“Sales Pavilion Information Network”** means a closed circuit RF audio-video/graphics network providing signals to and including display devices in the Sales Pavilions. This network could be used for non-HLSR events on a year-round basis.

## **HLSR Rights, Actions and Responsibilities**

1. HLSR will move its current primary Audio-Visual Front-End Facilities (currently located in the Astrohall) into HLSR’s Office/Meeting Space in the Exhibition Hall and upgrade the same to include the elements specified in this Section 1, all within a reasonable period of time after HLSR’s Office/Meeting Space is completed and possession thereof is delivered to HLSR in accordance with the Rodeo Lease Amendment, but subject to any delays caused by Force Majeure. Already a total broadcast-quality facility, HLSR’s current primary Audio-Visual Front-End Facilities will be upgraded to an all-digital (wide-screen capable) format. The upgraded Audio-Visual Front-End Facilities will contain the following elements:

- a. Production center and facilities (includes over 400 major electronic components) with live and post-production current state-of-the-art switchers, graphics generators, digital effects, animation, routing, distribution, editing stations, intercom, IFB, digital video cameras, digital camera control units, digital disk recorders, and digital and analog tape recorders (audio and video).
- b. Head End for television distribution in HLSR’s Office/Meeting Space, the Stadium, the Exhibition Hall, for the Astroarena and for the Sales Pavilion. The Audio-Visual Front-End

Facilities signal path will be distributed so that it may serve as the Head End for the Stadium Business Center, for the Stadium Visitor's Center and for the Team Facilities located in the Stadium, depending upon routing at any specific time. This signal will be available on any of the Complex-wide RF networks.

- c. Head End for the HLSR Office/Meeting Space Information Network.
- d. Head End for the Rodeo Information Network.
- e. Head End for the Livestock Information Network.
- f. Head End for the Horse Information Network
- g. Head End for the Sales Pavilion Information Network.
- h. Camera distribution and support for the Stadium, the Exhibition Hall, the Astroarena and the Astrodome.
- i. Head End for HLSR's rodeo command and control communications system (intercom and IFB).
- j. Head End for the scoreboard and closed circuit television feeds in the Stadium and for the Diamond Vision and closed circuit feeds in the Astrodome.

2. As upgraded pursuant to Section 1 above, the Audio-Visual Front-End Facilities will have the primary functions of providing HLSR and the Complex with:

- a. AV Production Support, to include producer/director command and control stations and AV maintenance facilities, for Complex-wide closed circuit networks, scoreboards, video screens, video walls and video projection systems.
- b. AV Production Support for local and national news, network broadcasts (commercial broadcast quality) and electronic distribution to include PPV/INTERNET.
- c. Cable, satellite and network audio production equipment to include surround sound and mix-down stereo (digital and analog).
- d. AV production equipment for pre-producing advertising, features and programs for Tenant Event's and Landlord Event's closed circuit systems, scoreboards and broadcasts..

3. The Audio-Visual Front-End Facilities will be connected with the Exhibition Hall's AV Room via fiber optic and copper cables (primarily for audio and closed circuit television distribution).

4. The Audio-Visual Front-End Facilities will be connected to camera lines and HLSR's closed circuit television system throughout the Exhibition Hall (HLSR Office/Meeting Space Information Network,

Horse Information Network, Livestock Information Network, Rodeo Information Network and Sales Pavilion Information Network).

5. For so long as the Astroarena is open and operating during the Term of the AV Production Support Agreement, HLSR will maintain HLSR's current Astroarena Video Network system (a major bulkhead, amplifier and distribution system including closed circuit television) located in the Stockmen's Club area of the Astroarena. This system (currently connected with HLSR's production facility in the Astrohalla) will be connected with the Audio-Visual Front-End Facilities in the Exhibition Hall. The Astroarena network includes camera drops throughout the Astroarena facility, closed circuit television distribution and a major AV presentation in the pavilion (Sales Pavilion during the livestock show). This system supports HLSR's Rodeo Information Network, Livestock Information Network, Horse Information Network and the Sales Pavilion Information Network. Other than rerouting of fiber optic lines, audio cables and tri-ax camera cables to the Audio-Visual Front-End Facilities, this system will require no upgrades.

6. The main Audio-Visual Front-End Facilities will interface with the Stadium via tri-ax camera lines, copper cabling and fiber optics. HLSR will maintain a primary hub and distribution room in its Tenant's Facilities (as defined in the Rodeo Lease) adjacent to the national television bulkhead on the Stadium's north loading docks. This will facilitate patching and connections throughout the Stadium to the Audio-Visual Front-End Facilities (allowing use of all HLSR lines and all national broadcast lines). HLSR will maintain fiber optic audio encoding/decoding equipment in its Tenant's Facilities (as defined in the Rodeo Lease) located at both ends of the Stadium to support its production and the production of other tenants to include the Club and the Corporation. Much of this equipment will be moved from the Astrodome to the new Stadium.

7. HLSR will provide the Audio-Visual Front-End Facilities (less specific scoreboard control equipment, Stadium closed circuit and distribution equipment, high definition up-conversion equipment for Stadium video walls and projectors, and Corporation-owned Exhibition Hall closed circuit modulation and distribution equipment) at its own expense.

8. HLSR will provide digital satellite receivers and closed circuit modulation EQUIVALENT TO BALTIMORE (defined in Section 11.), but HLSR will not provide closed circuit television distribution and high definition up-conversion equipment for support of the Stadium or Exhibition Hall, other than such equipment required for HLSR's Office/Meeting Space and closed circuit networks. It is anticipated that project and FF&E budgets will provide for required high definition up-conversion and closed circuit distribution to the Stadium and Exhibition Hall. HLSR will not provide "dedicated" satellite receivers to offices or meeting rooms other than those under the permanent control of HLSR.

9. HLSR will service and maintain, at its costs, all cables and fiber optic systems that are associated with professional video and professional audio systems (capable of broadcast quality) to include, but not limited to, tri-ax and multi-core camera cables, copper video cables, fiber optic video cables, copper and fiber audio cables, intercom cables and IFB cables. Service and maintenance of cabling will include bulkheads, patch panels and distribution amplifiers. The cabling and equipment in this category is exclusive of public address systems, sound reinforcement systems or any other cabling associated with Audio-Visual Back End Services. Video or audio cables associated with Audio-Visual Back End Services that are not owned or provided by HLSR are specifically excluded from maintenance and service at HLSR's cost. HLSR will charge prevailing rental rates, such rates to be mutually agreed to by HLSR and the Corporation, for use of

professional cables, as defined in this section, by broadcast or production entities other than specific NFL network broadcasters who may be excluded through prior arrangements involving NFL supplied funding such cable costs and installation or pre-approved local broadcasters who are using such cabling for “news only” or “highlights” broadcasts. The Club and the Corporation will not pay cable use charges, as defined in this section, when such charges are precluded by other sections of this Agreement

10. HLSR will provide maintenance services for all video production, graphics and professional audio equipment in the Complex (excluding public address audio systems and Audio-Visual Back-End Services equipment – unless otherwise agreed upon by the Parties), regardless of ownership (HLSR, Club or Corporation). Responsibility for maintenance expense, including time and materials, will remain with the owner of the equipment. HLSR will obtain owner written approval before repairing Club or Corporation-owned equipment.

## **Non-HLSR Complex-Wide AV Production Support**

### **Club Support:**

11. As a Complex-wide provider of AV Production Support, HLSR will provide the Club with game-day video and audio support (feeding the Scoreboards and closed circuit systems, and with suite AV support to include satellite or cable NFL game distribution, advertising displays, video walls and public address augmentation) with an **equipment load equivalent to that in the PSI Net Stadium (Baltimore Ravens) at the completion of PSI Net Stadium’s initial construction (1998) -- (herein referred to as “EQUIVALENT TO BALTIMORE”)**. HLSR will not be responsible for the NFL game subscription costs (DIRECTV or cable provider of telecasts).

12. There will be no charge for the game-day equipment usage (EQUIVALENT TO BALTIMORE) for Football Home Games. The Club will reimburse HLSR for all HLSR-provided game-day production (labor) costs (passed through with no markup). These parameters (no charge for equipment and pass-through labor costs) will apply to pre-game feature and presentation production for use in the Stadium on game-days (with equipment EQUIVALENT TO BALTIMORE).

13. HLSR will make available production services to the Club for Football Home Games beyond the scope of EQUIVALENT TO BALTIMORE or for other Club events in the Stadium or for other production requirements, (*i.e.*, concerts, coaches’ shows, commercial advertising, Team Tenant Non-Events, Incidental Team Events, etc.), at prevailing market rates for equivalent equipment and facilities (as determined annually by a survey of at least five comparable production facilities in the Houston area) discounted by 15 percent.

14. The Club will get first use priority of production equipment and facilities EQUIVALENT TO BALTIMORE for pre-game and game-day production. Use of HLSR equipment and production staff in excess of that EQUIVALENT TO BALTIMORE for pre-game or game-day production or all of the equipment and staff for production other than pre-game and game-day production will be subject to availability (with HLSR’s production needs having first priority).

15. If the Club utilizes production companies other than HLSR for in-Stadium production, HLSR will make available all of its in-Stadium AV cables, switch panels and bulkheads at no cost to the Club, provided that any needed engineering support for HLSR cables and equipment be done by HLSR engineers with the Club paying HLSR for actual labor costs, as mutually agreed by HLSR and the Club in accordance with a rate schedule to be established on an annual basis pursuant to the terms of the AV Production Support Agreement.

16. The Club and HLSR may, by subsequent agreement, enter into other AV Production Support arrangements involving equipment, staff, facilities and overall AV services. For example, the Club and HLSR might decide to employ a year-round producer or a year-round editor with each party paying a pro-rated amount of the costs.

17. In lieu of using HLSR-provided production staff for game-day and game-day pre-production, the Club may, with HLSR approval, furnish (at its own expense) production staff to include equipment operators, producers and directors. It is presumed that the Club will employ a year-round video/presentation director that will have access to the Audio-Visual Front-End Facilities as required (this may be precluded by the use of the Complex Video Services Coordinator as defined in Section 26). If the Club does provide its own production staff, it must, however, utilize HLSR's facility manager and facility engineer(s) and pay HLSR a day rate (as mutually agreed by HLSR and the Club in accordance with a rate schedule to be established on an annual basis pursuant to the terms of the AV Production Support Agreement) for their use (direct pass-through with no markup or a pro-rated time-unit rate).

18. HLSR will use commercially reasonable efforts to undertake to support in a manner consistent with its obligations under the AV Production Support Agreement the presentation efforts of the Club at the Complex with quality cost-effective AV Production Support for every event at which the Club wishes to take advantage of HLSR's AV capability.

#### **Corporation and Complex Manager Support:**

19. HLSR will provide the AV Production Support for the entire Complex with an equipment load defined in the Audio-Visual Production Support Agreement. HLSR will provide, at no cost for equipment, basic graphics and content support for a Complex-wide information network or selective building information networks (with a pro-rated time-unit labor cost or direct pass-through with no markup labor cost).

20. This "no equipment cost and pass-through labor costs support" will not be provided for information or presentation networks to concerts, tradeshow, conventions or non-NFL game-day events.

21. HLSR will provide its equipment at no cost and its production staff or support personnel at pass-through (no markup) costs to the Corporation or Complex Manager to produce Complex promotional videos and advertising. This production support is subject to availability of the Audio-Visual Front-End Facilities, with HLSR production needs having first priority, and subject to the game-day production agreement with the Club, which needs shall have priority.

22. The Complex Manager agrees to market HLSR's AV Production Support for all non-HLSR and non-NFL game-day events as add-on options to commercial events held at the Complex. HLSR will provide its AV equipment to the Complex Manager at prevailing market rates for equivalent equipment and facilities

(presented annually on a rate card determined by a survey of at least five comparable production facilities in the Houston area) discounted by 15 percent. Production personnel, staff and labor costs will be passed through with no markup or they will be billed as pro-rated time-unit rates (mutually agreed by the Corporation, the Complex Manager and HLSR in advance).

23. The Corporation will pay all direct costs and equipment rental costs (prevailing market rate less 15 percent) to commercial events promoted by the Corporation/Complex Manager at the Complex.

24. HLSR will work, in good faith, to support the sales and presentation efforts of the Corporation and the Complex Manager with quality, cost-effective AV Production Support for every event at which they wish to take advantage of HLSR's AV capability.

25. The Audio-Visual Production Support Agreement pertains only to HLSR providing the Audio-Visual Front-End Facilities for video, graphics and professional audio production to the Complex. The Corporation retains all rights to all Audio-Visual Back-End Services to the Complex, provided, however that such services do not involve Audio-Visual Back-End Services equipment or facilities owned and/or provided by HLSR.

### **Responsibilities, Exceptions and Clarifications**

26. The Corporation, the Club and HLSR will equally share the expense of one employee (the actual employer to be determined), including all benefits, taxes, bonus pay, and other direct employment costs, to act as the Complex Video Services Coordinator; provided that the Parties shall approve such expense not less than annually. On a year-round basis, this employee will represent and respond to all parties. During and pertaining to a Party event (Club, Corporation or HLSR), this employee will have direct responsibility to the Party conducting the event.

27. Origination fees or transmission fees that are not the licensed property of the Club or HLSR will remain the property of the Corporation.

28. HLSR does not have the exclusive right to provide video, graphics or professional audio services within the Complex. The Club, the Corporation or any other tenants or users of the Complex may contract with offsite audio-video production companies or broadcasters to produce video, graphics or professional audio on the Complex if they so desire. Offsite production companies will have no rights/access to HLSR production facilities, the Audio-Visual Front-End Facilities or Corporation-owned equipment located within HLSR areas.

29. The Corporation may grant outside entities the right to use/rent Corporation-owned equipment located outside of HLSR controlled areas at their own discretion. On a case-by-case basis, HLSR and the Corporation may mutually agree to grant outside entities the right to use/rent Corporation-owned equipment located inside HLSR controlled areas, depending upon the availability of the controlled areas, so long as such usage/rental is consistent with the rights of the Club under the AV Production Support Agreement.

**30.** Subject to the limitations of the Tri-Party Agreement and the Astrodomain Joint Marketing Terms and Conditions, video board rental fees charged to Landlord Events will be retained by the Corporation or by the entity funding the purchase of the video board if other than the Corporation.

**31.** Landlord Events will not incur any rental charges for Corporation-owned video, graphics or professional audio equipment.

**33.** Landlord Events will not incur any rental charges for video, graphics or professional audio equipment that was furnished by HLSR in exchange for Corporation funding or allocating funds in other areas of the Complex (such funding exchange to be mutually agreed upon by HLSR and the Corporation).

**34.** No fees, expenses or equipment rental charges will be charged to the Corporation or to Landlord Events related to displaying Club or HLSR commercials at Landlord Events.

**35.** The Corporation will reimburse HLSR for actual expenses, to include required engineers and technicians, but not equipment rental fees, to display "live or externally fed" third party produced video on the video boards and/or distribution systems within the Complex, provided that such video boards and/or distribution systems within the Complex are not the property of HLSR.

**36.** HLSR may charge for the use of Audio-Visual Back-End Services for display and presentation equipment that it owns, with charges being mutually agreed upon between the affected Parties.

**37.** Non-AV data can be transmitted on fiber optic lines that are used for AV production and transmission. HLSR may charge for the use of data transmission on fiber optic lines, encoders, decoders and distribution equipment that it owns or professional cabling and associated equipment that it maintains in accordance with the provisions of Section 9.

**38.** HLSR and the Corporation will not be precluded by the Audio-Visual Production Support Agreement from entering into additional AV Production Support agreements involving AV equipment installed or funded by HLSR.

**39.** HLSR will provide and maintain the Audio-Visual Front End-Facilities EQUIVALENT TO BALTIMORE (located in areas under HLSR's control) for AV Production Support of the parties for the initial Term of this Agreement or for any mutually agreed upon extensions of this Agreement (Term defined in Section 43). Failed equipment may be repaired or replaced, but HLSR is under no obligation to replace reliable and working EQUIVALENT TO BALTIMORE equipment because it may no longer be considered as current and state-of-the-art.

**40.** While HLSR will make a commercially reasonable effort to professionally operate and maintain all Audio-Visual Front-End Facilities and supporting cabling, HLSR will not be liable for AV Production Support programming errors or omissions within the Complex or sponsor/advertiser revenue losses due to equipment failure, wiring or cable failures, loss of primary or emergency power, maintenance error, operator error or Force Majeure. Equipment rental fees for HLSR AV Production Support of commercial professional broadcasts (outside of the Complex) will include the cost of Broadcast Production Errors and Omission Insurance. The Parties will agree upon the standard of performance and level of responsibility as to each Party in connection herewith in the AV Production Support Agreement, it being understood that in

no event shall any Party be liable to the other Parties for any indirect, incidental, consequential or punitive damages resulting from or arising out of the AV Production Support Agreement.

41. Notwithstanding anything to the contrary contained herein, the terms of the AV Production Support Agreement shall not be inconsistent with the rights of any Party pursuant to the Principal Project Documents.

42. HLSR will cooperate with the Club's efforts to extend the Audio-Visual Front End Facilities to the Club's Practice Facilities, at no cost to HLSR.

### **Term**

43. The "Term" of the AV Production Support Agreement shall commence upon the acceptance and signing of the AV Production Support Agreement by the Parties and it shall end at 11:59 p.m., January 31, 2012, or after the last day of the 2011-2012 NFL season, whichever is later. Subject to delays caused by Force Majeure, the AV Production Support to be provided by HLSR pursuant to the terms of the AV Production Support Agreement, will begin at 12:01 a.m., May 15, 2002, provided that HLSR's Office/Meeting Space has been completed in accordance with the Rodeo Lease Amendment and delivered to HLSR sufficiently in advance of such date to provide HLSR sufficient time to complete the installation and testing of new and existing equipment. Otherwise, AV Support will begin the day after HLSR has finished installing and testing AV Equipment in HLSR's Office/Meeting Space. HLSR will use its commercially reasonable efforts to complete its actions and responsibilities under the AV Production Support Agreement, including without limitation Sections 1 – 8, as soon as reasonably practicable after HLSR's Office/Meeting Space has been completed. The Term of the AV Production Support Agreement may be extended at any time by the mutual consent of the Parties, provided, however, that the mutually agreed upon extension takes place before January 1, 2010. Failure to extend the Term of the AV Production Support Agreement by January 1, 2010 will allow the Parties ample time to arrange for other AV support for the Complex beginning February 1, 2012.