APPENDIX A

SPECTRA VENUE MANAGEMENT AGREEMENTS

MANAGEMENT AGREEMENT

between

JEFFERSON COUNTY, TEXAS

and

GLOBAL SPECTRUM, L.P.
d/b/a SPECTRA VENUE MANAGEMENT

Effective as of Aprill, 2017

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MANAGEMENT AGREEMENT

This Management Agreement is made as of the 1st day of April, 2017 **("Effective Date"),** by and between Jefferson County, Texas, organized under the laws of the State of Texas **("County"),** and Global Spectrum, LP, a Delaware limited partnership d/b/a Spectra Venue Management **("Manager").**

RECITALS

WHEREAS, County owns a multi-purpose sports and entertainment complex located in Beaumont, Texas, currently known as Ford Park Entertainment Complex, consisting of the following five (5) facilities: Ford Fields, Ford Pavilion, Ford Arena, Ford Exhibit Hall, Ford Midway, and two (2) barns (collectively, the "Facility").

WHEREAS, the County desires to engage Manager to manage and operate the Facility on behalf and for the benefit of the County, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: The "Agreement" shall mean this Management Agreement, together with all schedules and exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement).

Alcohol Account: shall have the meaning given to such term in Section 8.2 of this Agreement.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure (or series of expenditures for the same or similar item) is greater than $5,000.

Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, premium seating (including suites, club seats and party suites) and memorial gifts at or with respect to the Facility and owned or controlled by the County.

County: The term "County" shall have the meaning ascribed to such term in the Recitals to this Agreement.

CPI: The "Consumer Price Index" for the Houston Galveston - Urban Wage Earners, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Effective Date: "Effective Date" shall have the meaning ascribed to such tenn in the opening paragraph of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or property.

Event Account: A separate interest-bearing account in the name of the County and under the County's Federal ID number in a local qualified public depository, to be designated by the County, where advance ticket sale revenue is deposited by Manager.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Facility or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facility existing as of the Effective Date, as set forth on Exhibit B attached hereto.

Facility: The "Facility" shall have the meaning ascribed to such term in the Recitals to this Agreement, and shall be deemed to include the entire Ford Park Entertainment Complex, including the arena, amphitheater, convention center, fairgrounds, baseball fields, barns and other associated areas, and all areas within such premises including but not limited to the suites, locker rooms, meeting rooms, box office, common areas, lobby areas, executive and other offices, storage and utility facilities, as well as the entrances, ground, sidewalks and parking areas immediately surrounding the Facility and adjacent thereto, as identified on Schedule 1 hereto, provided that the

Facility shall not include, and Manager shall have no duties with respect to, the Training Facility.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facility.

General Manager: The employee of Manager acting as the full-time on-site general manager of the Facility.

Incentive Fee: The contingent fee the County shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.1 below.

Initial Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Liquor Subsidiary: The wholly owned subsidiary of Manager currently known as Global Spectrum of Texas, LCC (or any substitute entity), which is a limited liability company organized in the State of Texas in order to comply with Texas liquor laws. The Liquor Subsidiary is the entity that is anticipated to hold the liquor permits covering sale of alcoholic beverages at the Facility.

Management-Level Employees: The General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facility (including, if applicable, employees performing the function of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director and Event Manager).

Manager: The term "Manager" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Marketing Plan: A plan for the advertising and promotion of the Facility and Facility events, which may contain but not be limited to the following elements: (i) market research, (ii) market position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x) advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (xii) incentive formulas for multiple event presenters, (xiii) suite and club seat sales, (xiv) merchandising and retail, (xv) food and beverage, (xvi) a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), branding of food and beverage products for resale, premium seating (including but not limited to suites and club seats), and memorial gifts, (xvii) a plan regarding national, regional and local public relations and media relations, (xviii) development of an in-house advertising agency, and (xix) policies regarding the use of trade/barter.

Operating Account: A separate interest-bearing account in the name of the County and under the County's Federal ID number in a local qualified public depository, to be designated by the County, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line item budget for the Facility that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facility, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) [intentionally omitted], (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, **(xi)** minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator, snow and trash removal costs, if applicable (xvii) computer,. software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, liability, and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties *(e.g.* commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facility on behalf of County, (xxvii) amount of any deductible or self-insured retention under insurance policies, (xxviii) costs related to the provision of Food and Beverage Service, including labor, cost of goods, cost of small wares and equipment (to the extent not a Capital Expenditure), and costs of obtaining and maintaining alcohol permits and licenses, **(xxix)** costs incurred under Service Contracts and other agreements relating to Facility operations, and **(xxx)** Taxes.

The tenn "Operating Expenses" does <u>not</u> include debt service on the Facility, Capital Expenditures, Transition Costs, property taxes, or the Incentive Fee, all of which costs shall be borne by County.

Operating Year: Each twelve (12) month period during the Term, commencing on October 1 and ending on September 30, provided that the first (1 st) Operating Year shall be a shorter period, commencing on the Effective Date and ending on September 30, 2017.

Operations Manual: Document to be developed by Manager which shall contains terms regarding the management and operation of the Facility, including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both the County and the Manager.

Revenue: All revenues generated by Manager's operation of the Facility, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facility.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the County at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

"Transition Costs" shall mean the out-of-pocket costs incurred, or to be incurred, by Manager in connection with its activities related to the transition of management of the Facility to Manager.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Engagement.

(a) County hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facility, subject to and as more fully described in this

Agreement, and, in connection therewith, to perform the services described in Exhibit A attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement and in the Operations Manual.

(c) Promptly following the Effective Date (or prior to the Effective Date, as applicable), Manager shall do all things reasonably necessary to transition from the current management of the Facility to the commencement of its management services hereunder. Manager shall be solely responsible for its Transition Costs, up to a maximum amount of Fifty Thousand Dollars ($50,000). Any Transition Costs in excess of Fifty Thousand Dollars ($50,000) shall be Operating Expenses, provided they are approved in advance by the County.

Section 2.2 Limitations on Manager's Duties. Manager's obligations under this Agreement are contingent upon and subject to the County making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term (except for the Transition Costs, as provided in Section 2.1(c) above). Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the County or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the County to timely provide such funds.

ARTICLE 3
COMPENSATION

Section 3.1 Incentive Fee. Manager shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term, subject to potential reduction as described in Section 3.2 below. The Incentive Fee shall be comprised of two (2) components, a quantitative component **("Quantitative Component")** and a qualitative component **("Qualitative Component"),** as follows:

(a) The Quantitative Component shall be equal to (a) two percent (2%) of all Revenue each Operating Year from $0 up to the Revenue Benchmark, plus (b) fifteen percent (15%) of Revenue each Operating Year in excess of the Revenue Benchmark. The **"Revenue Benchmark"** shall mean the average annual Revenue from the fiscal year ending September 30, 2014, 2015 and 2016, as reflected in the audited financial statements. The Revenue Benchmark shall be calculated using the same Revenue line items as "Revenue" is defined under this Agreement. The parties shall confirm the Revenue Benchmark in writing within thirty (30) days of the completion of the financial audit for the year ended September 30, 2016. The Revenue Benchmark shall be pro-rated for any Operating Years of less than 12 months (including the 1st Operating Year which is 6 months), based on the actual number of days elapsed in such Operating Year out of a total of 365.

(b) The Qualitative Component shall equal up to Ten Thousand Dollars ($10,000) in the first (ls per Operating Year (recognizing that the 1st Operating Year is only six (6)

months in length), and up to Twenty Thousand Dollars ($20,000) in the second (2nd) Operating Year. In each subsequent Operating Year, Qualitative Component shall increase by CPI over the Qualitative Component from the prior Operating Year. Manager's award of the Qualitative Component shall be based on County's reasonable and good faith evaluation of Manager's performance during each Operating Year in the five following qualitative categories:

a. Results of customer service surveys ("Customer Satisfaction"). Manager shall conduct such surveys through a third party vendor, as mutually agreed by Manager and the County.

b. Facility repairs and maintenance ("Maintenance/Upkeep")

c. Community Involvement/Stakeholder Relations ("Community Involvement")

d. Facility User Satisfaction ("User Satisfaction")

e. Creative Event Marketing Efforts ("Marketing")

County shall determine a performance rating for each category, as rated on a scale of 1 to 5 with 5 being the highest (for a total possible score of 25). Once the total score is determined, it shall be divided by 25 to determine the percentage of the Qualitative Incentive Potential Manager shall earn. By way of example, assume in the second (2nd) Operating Year (where Manager is eligible for up to $20,000 for the Qualitative Component), that Manager scored 5 points on Customer Satisfaction, 5 points on Maintenance/Upkeep, 4 points on Community Involvement, 4 points on User Satisfaction, and 4 points on Marketing. The total points would be 22, which, when divided by 25 equals 88%. The Qualitative Component for that Operating Year would be 88% x $20,000 = $17,600.

Section 3.2 Potential Reduction to Earned Incentive Fee. If in any Operating Year other than the first (1st) Operating Year (for which the terms of this Section 3.2 shall not apply), the Facility fails to meet or exceed (to the better in the case of a projected loss) the bottom-line net operating income/loss number projected in the approved Operating Budget for such year (the amount by which such projected operating income/loss number is missed is referred to herein as the "Shortfall"), any Incentive Fees earned in such Operating Year shall automatically be reduced on a dollar-for-dollar basis by the amount of such Shortfall. In no event shall Manager be required to pay for any Shortfall except by reducing Incentive Fees earned by Manager in that Operating Year and further in no event shall Manager be entitled to a share of the net profits generated from the operation and management of the Facility.

Section 3.3 Late Payments. The Incentive Fee (both Quantitative Fee and Qualitative Fee), to the extent earned (and following application of any reduction as described in Section 3.2 above), shall be paid by the County to Manager no later than ninety (90) days following the end of each Operating Year. Manager shall have the right to assess interest on any payments of the fees described in this Section that are not made when due. Such interest shall accrue at the rate of twelve percent (12%) per annum.

ARTICLE4
TERM; TERMINATION

Section 4.1 Term. The initial term of this Agreement (the **"Initial Term")** shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall run for five (5) years and six (6) months, expiring on September 30, 2022. Following the Initial Term, the parties may, by mutual written agreement, extend this Agreement for an additional five (5) year period, ending on September 30, 2027. The Initial Term plus any such extension period is referred to herein as the **"Term".**

Section 4.2 Termination. This Agreement may be terminated:

(a) subject to Section 4.3(a) below, by County upon ninety (90) days' written notice to Manager in the event of either (i) a permanent closure of the Facility, the fact of which is certified by the County in writing to Manager, or (ii) a sale by the County of the Facility to a buyer who within thirty (30) days of such sale repurposes the Facility so that the Facility is no longer used as a multi-purpose sports and entertainment complex.

(b) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions her of, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or

(c) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

Section 4.3 Effect of Termination

(a) In the event this Agreement is terminated by the County pursuant to Section 4.2(a) or 13.2(b), or by one of the parties under Section 18.5(b), the County shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include costs associated with (i) severance pay, not to exceed six (6) months, for each

of Manager's Management-Level Employees, (ii) reasonable household relocation expenses for Manager's Management-Level Employees, to the extent any of such individuals bad previously relocated to the Facility (or its surrounding areas) in connection with this Agreement and (iii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement, provided that such costs, in the aggregate, do not exceed fifty thousand dollars ($50,000). The County's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses. Except for the reimbursement of the above stated expenses, Manager shall have no other right or remedy, at law or in equity, against the County for a termination pursuant to Section 4.2(a), except that, in the event the Facility re-opens at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facility under the terms hereof, except that the Term shall be extended for a period of time in which the Facility was closed.

(b) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) County shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) County shall pay to Manager all Operating Expenses incurred by Manager through the end of the Term that have not previously been paid, including costs of accrued but unused vacation time and other end of employment payments due to Manager's employees whose employment is being terminated Manager, consistent with the approved Operating Budget then in effect; (iv) Manager shall make available to the County all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facility as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (v) without any further action on part of Manager or County, the County shall, or shall cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facility agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5
OWNERSHIP; USE OF THE FACILITY

Section 5.1 Ownership of Facility, Data, Equipment and Materials. The County is the owner of the Facility, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facility, and as the owner the County will bear the risk of an uninsured loss upon any casualty damage or destruction sustained by the Facility (but subject to the County's right to pursue any claim against Manager for any loss or damage caused by Manager's negligence or intentional misconduct).

Any data, equipment or materials furnished by the County to Manager or acquired by Manager as an Operating Expense shall remain the property of the County, and shall be returned to the County when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, County shall not have the right to use any third party software licensed by Manager for general use by Manager at the Facility and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facility as an Operating Expense. Furthermore, the County recognizes that the Operations Manual to be developed and used by Manager hereunder is proprietary to Manager, and shall belong to Manager at the end of the Term; County shall not use or maintain copies thereof upon the end of the Term.

Section 5.2 Right of Use by Manager. The County hereby gives Manager the right and license to use the Facility, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. The County shall provide Manager with a sufficient amount of suitable office space in the Facility and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the County shall make available to Manager, at no cost, parking spaces adjacent to the Facility for all of Manager's full-time employees and for the Facility's event staff.

Section 5.3 Observance of Agreements. The County agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the County is bound in connection with its ownership of the Facility.

Section 5.4 Use by the County. Subject to availability, the County shall have the right to use the Facility or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses, provided that the County shall promptly reimburse Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facility by the County shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, (ii) not consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to Manager pursuant to the Facilities' approved booking policies. Upon request of the County, Manager shall provide to the County a list of available dates for County use of the Facility. To the extent that Manager has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by the County, Manager may propose alternative dates for the County's event, and the County shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event. For purposes of calculating Manager's Incentive Fee, Manager shall receive a "paper" credit for an amount equal to the difference between the published Facility rate and the rate (if any) charged to the County for such use of the Facility. For example, if the published rate for use of a conference room is $1,000 and such rate is waived for County use,

Manager shall receive a $1,000 credit towards Revenue when calculating the Incentive Fee under Section 3.l(a) above.

County may also use the Facility, or allow a third party such as FEMA or other state or federal agency to use the Facility, as a disaster shelter, or for a similar use in the event of a public emergency or disaster. In such event, the parties shall cooperate in good faith to minimize the disruption to all business activities and to postpone and reschedule events as necessary. Any revenue generated by such use shall be included in Revenue herein, and any expenses incurred therewith (including any costs associated with the cancellation, postponement or (?ther interference with previously scheduled events) shall be included in Operating Expenses. If such use results in a material decline in Revenue or a material increase in Operating Expenses in any Operating Year, the parties shall in good faith discuss changes to the Operating Budget for such Operating Year, as well as changes to the manner in which the Incentive Fee is to be calculated in such Operating Year, so that Manager is not financially harmed by such use.

ARTICLE 6
PERSONNEL

Section 6.1 Generally. All Facility staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of the County. Manager shall select, in its sole discretion but subject to County's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. The County specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual shall be provided to the County upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facility. Hiring of the General Manager by Manager shall require the prior approval of the County, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the County, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining the County's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

Section 6.3 Non-Solicitation/Non-Hiring. During the Tenn and for a period of one (1) year after the end of the Tenn, neither County nor any of its Affiliates shall solicit for employment, or hire, any of Manager's Management-Level Employees. The County acknowledges that Manager will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that Manager will suffer substantial damages, the exact amount of which would be difficult to quantify, if the County were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the County, Manager shall be entitled (in addition to any other rights and remedies which Manager may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the County from continuing such breach, without the necessity of posting a bond.

ARTICLE 7
OPERATING BUDGET

Section 7.1 Establishment of Operating Budget. Attached hereto as Exhibit C is the Operating Budget for the first (1st) Operating Year, which Operating Budget is hereby approved by both Manager and County. Manager agrees that at least one hundred twenty (120) days prior to the commencement of each subsequent Operating Year in respect of such year, it will prepare and submit to the County its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. The County agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of the County, which approval shall not be unreasonably withheld or delayed. In order for the County to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to the County such reasonable financial information relating to the Facility as may be requested by the County from time to time. If extraordinary events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by the County (which approval shall not be unreasonably withheld or delayed). If the County fails to approve any annual Operating Budget (or any proposed amendment thereto), the County shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties, including, if applicable, negotiation of a mutually acceptable modification to the economic terms of this Agreement to enable the Manager to achieve the compensation contemplated by its proposed Operating Budget.

Section 7.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facility in accordance with the Operating Budget. However, County acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to the Facility, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and that Manager shall have no liability if the numbers within the Operating Budget are not achieved. Manager agrees to notify the County within 30 days of any significant change or variance in the bottom line number in the Operating Budget, and any material increase in total Facility expenses from that provided for in the Operating Budget. In either such case and if requested by County, Manager agrees to work with County to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

ARTICLE 8
PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt, in the Event Account, all revenue received from ticket sales which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the County and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted from interest earned.

Section 8.2 Alcohol Account. Manager shall deposit as soon as practicable following receipt, in a separate bank account **("Alcohol Account"),** all revenue received by Manager or the Liquor Subsidiary from the sale of alcoholic beverages at the Facility. Such revenue may be used by Manager and the Liquor Subsidiary to pay applicable taxes on the sale of alcohol, as well as expenses associated with obtaining the alcohol product to be sold at the Facility. Revenue remaining in such account after withdrawals for such purposes shall be transferred to the Operating Account on a monthly basis. The Alcohol Account shall be established under the name and federal identification number of the Liquor Subsidiary.

Section 8.3 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facility shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to

sign checks and make withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of a County employee or representative.

ARTICLE9
FUNDING

Section 9.1 Source of Funding. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facility from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facility (as described in Article 8 above), or otherwise made available by the County. To ensure sufficient funds are available in the Operating Account, County will deposit in the Operating Account, on or before the Effective Date, the budgeted or otheiwise approved expenses for the first three (3) months beginning on the Effective Date (April through June, 2017). The County shall thereafter, beginning on July 1, 2017 and continuing on or before the i^{sl} day of each succeeding calendar quarter (October 1, January 1, April 1 and July 1), deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such calendar quarter. In the event such amounts are not projected to be sufficient to enable Manager to pay Operating Expenses as they become due in such calendar quarter, the parties shall mutually agree on the additional amounts necessary and the County shall fund such amounts accordingly. Manager shall have no liability to the County or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 Advancement of Funds. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, County shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at a rate to be mutually agreed.

ARTICLE 10
FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. Manager agrees to keep and maintain, at its office in the Facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facility. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement, and shall track revenues and expenses by venue and event. The County or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to the County, within thirty (30) days after the end of each month during the Tenn, financial reports for the Facility including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager agrees to provide to the County a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facility during such month. Additionally, Manager shall submit to the County, or shall cause the applicable public depository utilized by Manager to submit to the County, on a monthly basis, copies of all bank statements concerning the Event Account, Alcohol Account and the Operating Account.

Section 10.3 Audit. County shall arrange, within one hundred eighty (180) days following the end of each Operating Year, for a certified audit report on the accounts and records as kept by Manager for the Facility. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facility. Such audit shall be performed by an auditor approved by the County, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 11
CAPITAL IMPROVEMENTS; MANAGER'S CONTRIBUTION

Section 11.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to the County, provide to the County a schedule of proposed capital improvements to be made at the Facility, for the purpose of allowing the County to consider such projects and to prepare and update a long-range Capital Expenditure budget.

Section 11.2 Responsibility for Capital Expenditures. The County shall be solely responsible for all Capital Expenditures at the Facility; provided, however, the County shall be under no obligation to make any Capital Expenditures proposed by Manager, and provided further that Manager shall have no liability for any claims, costs or damages arising out of a failure by the County to make any Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to the County, to make Capital Expenditures at the Facility for Emergency Repairs. In such event, the County shall promptly reimburse Manager for the cost of such Capital Expenditure.

Schedule 11.3 Manager's Contribution. Manager agrees to contribute the aggregate amount of Seven Hundred Thousand Dollars ($700,000) **("Manager,s Contribution")** towards mutually agreed capital projects at the Facility and/or establishing a fund to develop and attract events at the Facility. Such funds will be contributed according to a mutually agreed schedule, with the intent that twenty-five percent (25%) of such funds be contributed by December 31, 2017, and the balance of such funds be contributed by the end of the fourth (4th) Operating Year. The parties shall discuss and mutually agree by January 31, 2018 on the use of, and timing with which Manager shall contribute, such balance of Manager's Contribution. Manager's Contribution shall be amortized on a straight line, monthly, non-cash basis over a ten (10) year period commencing (regardless of when the funds

are actually contributed) on the Effective Date. In the event of expiration or termination of this Agreement for any reason whatsoever (including without limitation if due to a breach or default by Manager, or the Agreement not being renewed beyond the Initial Tenn) prior to full amortization of Manager's Contribution, the County shall pay to Manager, unconditionally and without set-off, the unamortized portion of Manager's Contribution existing as of the date of such expiration or termination. The payment of any such amount shall be made to Manager upon termination or expiration of this Agreement.

ARTICLE 12
FOOD AND BEVERAGE SERVICE

Section 12.1 Generally. Manager shall have the sole and exclusive right to manage and perform, and Manager hereby agrees to manage and perform, all food and beverage concession and catering service at the Facility **("Food and Beverage Service").** Manager may engage sub-contractors to sell food and beverages at the Facility.

Section 12.2 Concession Areas. Manager shall have the exclusive right to use (or pem1it a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, and other food service related areas of the Facility, together with the improvements, equipment and personal property upon or within such areas, for the purpose of providing the Food and Beverage Service (and providing other duties required of Manager hereunder). The County shall provide all smallwares and equipment reasonably required by Manager to perform the Food and Beverage Service.

Section 12.3 Food and Beverage Duties. In connection with its management and provision of the Food and Beverage Service, Manager shall:

(a) Develop and implement all necessary policies and procedures for the food and beverage operations;

(b) Engage and oversee employees necessary to perform the Food and Beverage Services;

(c) Manage the Food and Beverage Service in compliance with and subject to all federal, state and local laws, ordinances and regulations (including, without limitation, health and sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);

(d) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Service;

(e) Keep the food and beverage facilities and equipment neat, clean and in a

sanitary condition;

(t) Undertake appropriate advertising, marketing and promotion of the food and beverage offerings at the Facility;

(g) Develop menus, portions, brands, prices, themes and marketing approaches. Manager (or the third party concessionaire, as applicable) shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the County Contract Administrator and take the County's views into account prior to setting (or changing) such prices; and

(h) Order, stock, prepare, pay for (as an Operating Expense) and sell appropriate foods and beverages.

Section 12.4 Alcohol Licenses and Permits. Manager shall apply for the necessary permits and licenses to be able to sell alcoholic beverages at the Facility.

Section 12.5 Food and Beverage Revenue and Expenses. All revenue to the Facility from operation of the Food and Beverage Service shall be deemed to be Revenue, and shall be deposited by Manager into the Operating Account or Alcohol Account, as applicable. All expenses incurred in connection with the provision of the Food and Beverage Service shall be Operating Expenses, payable by Manager with funds from the Operating Account.

ARTICLE 13
FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 13.1 Existing Contracts. The County shall provide to Manager, on or before the Effective Date, copies of all Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts.

Section 13.2 Execution of Contracts.

(a) Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facility, as agent on behalf of the County. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties. Manager shall obtain the prior approval of the County (which approval shall not be unreasonably withheld or delayed) before entering into any such contract with a term that expires after the Tenn of this Agreement, unless such contract, by its express terms, can be terminated by Manager or County following expiration of the Term without any penalty. Manager recognizes that the County intends to bid out all Service

Contracts that are related to the structure of the Facility, such as contracts for electrical repair, HY AC maintenance, and elevator maintenance, and Manager shall cooperate with the County on such bid processes.

(a) Bond Financing. Manager acknowledges that the Facility (or a portion thereof) has been financed in part with the proceeds of tax-exempt bonds **("Bonds"),** the interest on which is intended to be excluded from gross income for federal income tax purposes. It is the intent of the parties that this Agreement comply with Internal Revenue Service Revenue Procedure 2016-44 and all other applicable laws, regulations and procedures, and as may be amended from time to time (the **"Management Contract Rules"),** and if it is ever determined in good faith by the County that any provision of this Agreement fails to comply with the Management Contract Rules, then the parties agree to negotiate in good faith and agree on the terms of an appropriate amendment to modify this Agreement in a manner advised by nationally recognized bond counsel firm in order to cause this Agreement to be in compliance with the Management Contract Rules. Such good faith negotiations shall be limited to changes necessary to bring this Agreement in compliance with the Management Contract Rules and shall be intended to maintain, to the greatest extent possible, the economic benefits each party is entitled to hereunder. If the parties are unable to agree on the tenns of such amendment after negotiating in good faith for at least 30 days then the County may elect to terminate this Agreement upon giving thirty (30) days written notice to Manager, which termination shall be subject to Section 4.3(a). Manager agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the County with respect to the Facility, and without limiting the generality thereof, the Manager agrees not to take any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the Facility. The County shall be solely responsible for preserving the tax-exempt nature of the Bonds and for compliance with the applicable Treasury regulations promulgated under the Internal Revenue Code of 1986, as amended, provided that in order to assist the County in such efforts, the Manager acknowledges and agrees that in addition to any other contracts requiring the approval of the County, as set forth above, Manager shall provide each of the following described contracts to the County for its approval prior to execution by the Manager:

(i) Any contract relating to the Facility which grants leasehold interest, term for years or other real estate interest in the Facility (other than a revocable license);

(ii) Any contract for the use of the Facility for shows, programs, conventions and other events where the term of such use exceeds fifty (50) days in the aggregate, including all renewal options; and

(iii) Any financial arrangements, contracts, or agreements in which the vendor, licensee or other applicable third party under such arrangement, contract or agreement is compensated, in whole or in part, on a share of net profits of the operation of the Facility, unless authorized by the County. Contracts or licenses for one-off or limited engagement events at the Facility (such as concerts, family shows or entertainment events), where Manager holds ticket

proceeds in trust for the promoter/licensee to pay the promoter/licensee at settlement of such event, shall not be deemed to be an arrangement, contract or agreement to which this provision applies.

Section 13.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, at the request of the County, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facility.

ARTICLE 14
AGREEMENT MONITORING AND GENERAL MANAGER

Section 14.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facility, unless Manager notifies County of a substitute contract administrator in writing. County shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or County participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 15
INDEMNIFICATION AND LIABILITY

Section 15.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless the County and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, **"Losses")** suffered by such parties, arising out of or in connection with any third party claim to the extent such claim is caused by the (a) negligent act or omission, or intentional misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein.

Section 15.2 Conditions to Indemnification. With respect to each separate matter brought by any third party against which the County is entitled to be indemnified by Manager under this Article 15, the Manager shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding,

claim, or cause of action underlying such matter, except that (a) the County may, at its option, participate in such defense or resolution at its expense and through counsel of its choice;; and (b) neither Manager nor the County shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Manager and the County shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, the County shall promptly (and in no event more than ten (10) days after any third party litigation is commenced asserting such claim) give reasonably detailed written notice to the Manager of the nature of such matter and a copy of the Complaint related to such matter, as well as the amount demanded or claimed in connection therewith.

Section 15.3 Survival. The obligations of the parties contained in this Article 15 shall survive the termination or expiration of this Agreement.

Section 15.4 Legal Costs. Notwithstanding the other provisions of this Agreement, if legal costs are being incurred by the Manager or the County for a third party claim in respect of which the County is claiming indemnity from the Manager, such legal costs will be considered an Operating Expense unless and until liability of the Manager pursuant to this Agreement is conclusively established by a court of competent jurisdiction with respect to the underlying claim on which the Manager's obligation to indemnify is based. In the event that the liability of the Manager is so conclusively determined, then such legal costs shall be considered as costs of the Manager (and not Operating Expenses) and covered by the indemnity given by the Manager to the County hereunder and the parties shall adjust between them in respect of such legal costs.

ARTICLE 16
INSURANCE

Section 16.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit D, attached hereto, and shall provide to the County promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the County. Each insurance policy shall include a requirement that the insurer provide Manager and the CoWl.ty at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.

Section 16.2 Rating: Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Texas or as otherwise agreed by the parties. All such policies shall be in such

form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name County as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the County. Manager shall require that all third-party users of the Facility, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and the County as additional insureds.

ARTICLE 17
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 17.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to County as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

(c) that Manager will comply with all Laws applicable to its management of the Facility, provided that Manager shall not be required to undertake any compliance activity, nor shall Manager have any liability under this Agreement therefor, if such activity requires any Capital Expenditure.

Section 17.2 County Representations, Warranties and Covenants. County represents, warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of County herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by County and constitutes a valid and binding obligation of County, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that the Facility is, as of the Effective Date, in compliance in all respects with all applicable Laws relating to the construction, use and operation of the Facility (including, without limitation, Title III of the American with Disabilities Act), and that there exist no s.tructural defects or unsound operating conditions at the Facility.

ARTICLE 18
MISCELLANEOUS

Section 18.1 PCI Compliance. Manager agrees to comply with all current Payment Card Industry Data Security Standards ("PCI Standards") and guidelines that may be published from time to time by Visa, MasterCard or other associations as they relate to the physical storage of credit card data. For PCI Standards compliance purposes, County will provide on a segmented network, an appropriate number of wired data connections to the Internet for point of sale devices to be used by Manager and any contractors at the Facility. County shall be responsible for the security of its network, including, without limitation, applicable PCI-DSS compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. If at any time either party determines that card account number or other information has been compromised, such party will notify the other immediately and assist in providing notification to the proper parties as deemed necessary.

Section 18.2 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 18.3 Use of Facility Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facility, on Manager's stationary, in its advertising of the Facility, and whenever conducting business of the Facility; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the County relating to such logos. All intellectual property rights in any Facility logos developed by the Manager or the County shall be and at all times remain the sole and exclusive property of the County. Manager agrees to execute any documentation requested by the County from time to time to establish, protect or convey any such intellectual property rights.

Section 18.4 Facility Advertisements. The County agrees that in all advertisements placed by the County for the Facility or events at the Facility, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facility is a "Managed by Spectra".

Section 18.5 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event ofForce Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within twenty (20) days ofthe date on which such party gains actual knowledge ofsuch Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facility by reason of fire, storm or other casualty loss that renders the Facility (or a material portion thereof) untenantable, the County shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facility (or a material portion thereof) untenantable for a period estimated by an architect selected by the County at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) the County shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above, up to the cap set forth in such section, and (ii) in the event the Facility once again becomes tenable at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facility under the terms hereof, except that the Tenn shall be extended for a period ohime in which the Facility was closed.

Section 18.6 Assignment; Binding on Successors and Assigns; Delegation of Alcohol Duties.

(a) Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that either party may, without the prior written consent of the other party but upon at least 30 days' written notice to the other party, assign this Agreement in connection with a sale, merger or other business combination involving all or substantially all of its assets or equity interests, Manager may further assign this Agreement to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to County, and the County may assign this Agreement to any purchaser of the Facility. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties, including any successor owner or lessee of the Facility.

(b) The parties acknowledge that, for purposes of complying with applicable liquor law, Manager may delegate its obligations hereunder relating to the sale of alcohol at the Facility to the Liquor Subsidiary. Without limiting the foregoing, the parties acknowledge and agree that the Liquor Subsidiary shall be authorized to perform the sale of alcohol at the Facility on behalf of Manager, collect all revenue from the sale of alcohol, handle such revenues as described in Section

8.2, and pay the related costs and taxes associated with alcohol sales as an Operating Expense of the Facility.

Section 18.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the County:

Jefferson County
Attn: County Judge Jeff Branick
1149 Pearl Street
Beaumont, Texas 77701

With a copy to:

Jefferson County District Attorney's Office
Attn: Kathleen Kennedy
1085 Pearl Street, 3rd Floor
Beaumont, Texas 77701

And:

County Judge's Office
Attn: Fred Jackson
1149 Pearl Street
Beaumont, Texas 77701

If to Manager:

Spectra Venue Management
3601 S. Broad Street
Philadelphia, PA 19148
Attn: Chief Operating Officer

With a copy to:

Comcast Spectacor, L.P.
3601 South Broad Street
Philadelphia, Pennsylvania 19148-5290
Attn: General Counsel

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 18.8 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 18.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 18.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, without regard to its conflict of laws principles.

Section 18.11 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 18.12 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity. It is expressly understood that the County retains its immunity as provided by Laws and no language herein waives any immunity claims or defenses by the County.

Section 18.13 Relationship of Parties. Manager and County acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between County and Manager. In operating the Facility, entering into contracts, accepting reservations for use of the Facility, and conducting financial transactions for the Facility, Manager acts on behalf of and as agent for County (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 18.14 No Third Party Beneficiaries. Other than the indemnitees listed in Sections 15.1 and 15.2 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 18.15 Attorneys Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable

attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 18. J6 Limitation on Damages. In no event shall either pruty be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (includ.ing, without limitation, lost profits) whether based upon breach of contrnct or warranty, negligence, stlict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by Manager for the management fees described herein upon a breach or default of this Agreement by County.

Section 18.17 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agre(..'lllent may be executed by the parties and transmitted by facsimile or electronic transmisHion, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

JEFERSON COUNTY

By: --1---1:---1--1----------
Name:
Its:

GLOBAL SPECTRUM, L.P.,
d/b/a Spectra Venue Management

By: Global Spectrum, LLC, its general partner

By:
Name: Philip I. Weinberg
Its: President

SCHEDULE 1
MAP DEFINING OUTDOOR AREAS UNDER MANAGER'S MANAGEMENT

Training facility – Spectra maintains outdoor areas only; not the training facility itself.

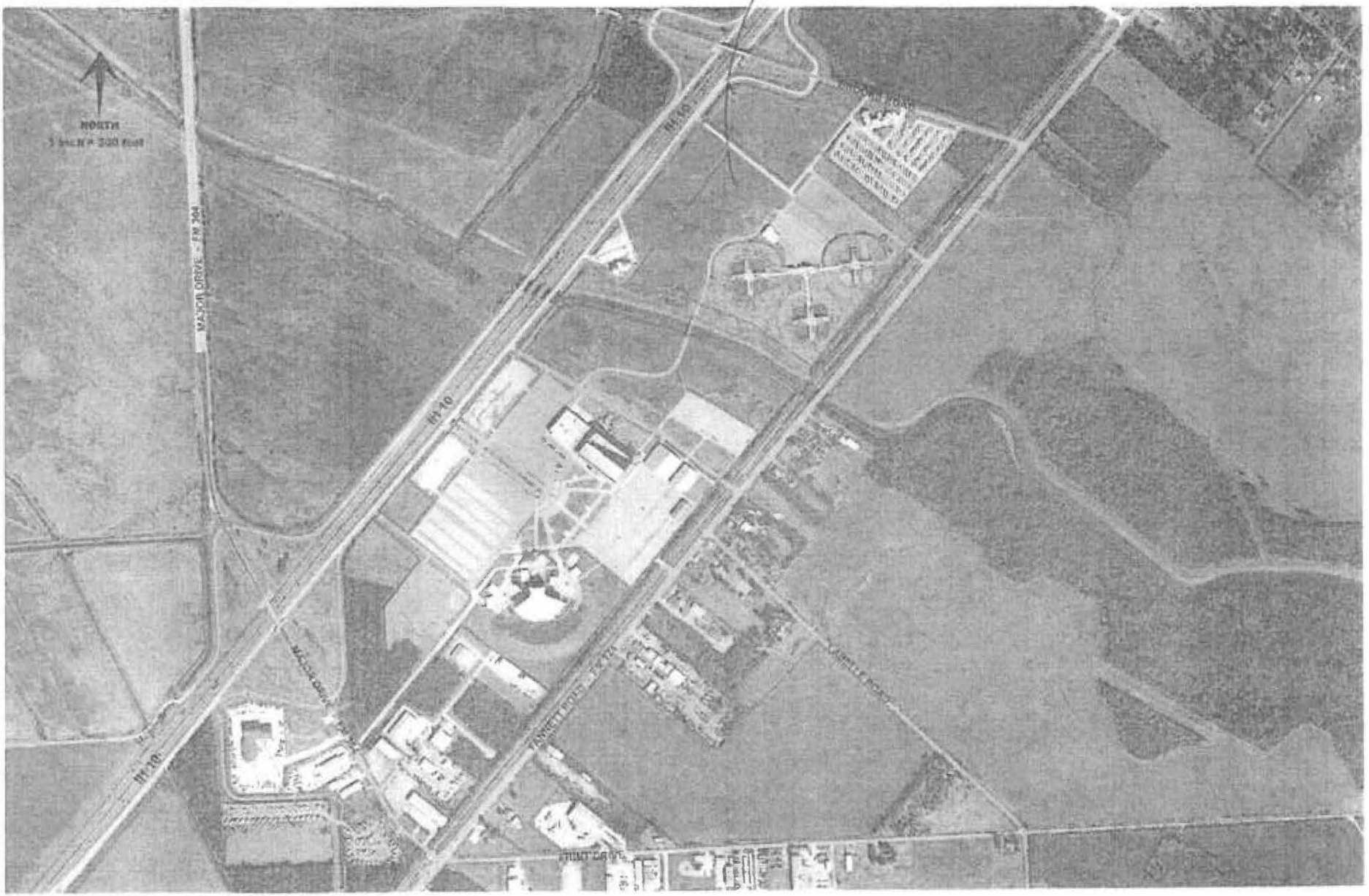

EXHIBIT A
MANAGER DUTIES

Manager's obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facility in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, parking (if applicable), and general user services.

(b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments but only in accordance with a written rate schedule approved by the County as part of the Annual Operating Budget.

(c) Procure, negotiate, execute, administer and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facility.

(d) Require that all material vendors and licensees of the Facility execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.

(e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facility. Manager shall submit such form agreements to the County for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such fonns without obtaining the prior approval of the County (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facility, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facility in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facility in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs as detennined to be necessary by Manager in its sole discretion.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the County upon request, in accordance with Section 10.1 of the Agreement.

U) Submit to the County in a timely manner financial and other reports detailing Manager's activities in connection with the Facility, as set forth in Section 10.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget and submit such proposed budget to the County, both in accordance with Article 7 of the Agreement.

(I) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facility from the Operating Account or with funds otherwise made available by the County.

(m) Secure, or assist the County (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facility for the specific events to be held therein, and for the general occupancy of the Facility. The County shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(o) Collect and deposit in the Alcohol Account any revenue from the sale of alcohol at the Facility, as more fully described in Section 8.2.

(p) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(q) Subject to the County making available sufficient funds in a timely manner, pay all Taxes.

(r) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facility.

(s) Prepare, maintain and implement on a regular basis, subject to the County's approval, a Marketing Plan for the Facility.

(t) Manage and oversee the sale of Commercial Rights at or in connection with the Facility.

(u) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facility, and deliver a written report of the foregoing to County. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify County of any such damage or loss.

(v) Purchase, on behalf of the County and with County funds, and maintain during the Term, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facility.

(w) As agent for the County, manage risk management and Facility insurance needs, as more fully described in Article 15 of the Agreement.

(x) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the County, shall be deemed the property of the County.

(y) Cause such other acts and things to be done with respect to the Facility, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facility following the Effective Date.

EXHIBIT B
LIST OF EXISTING CONTRACTS

Ford Park Operating/Vendor/Client Contracts

Entity	Category	Term Expiration	
Ford	Naming Rights sponsor	3/31/2017	
Pepsi	Non-alcoholic beverage pour rights	12/31/2020	
AT&T	cellular phone service	4/25/2017	
Airespring	office phone/data service	2/28/2017	
ICM	HVAC services	contract with County	
Republic	arena waste container/removal	contract with County	
Impact	ballfield waste container/removal	contract with County	
Star Graphics	copier lease/maintenance	11/30/2018	
Allied Fire	fire systems inspection/service	9/30/2017	
Worth Hydrochem	chemical treatment	9/30/2017	
Air Nu	filter service	9/30/2017	
Fidelity	pest control services	9/30/2017	
Evan fall protection	fall protection inspection	1/1/2018	
SureSpot	parking system vendor	upon notice	
Motiva	suite license	9/30/2018	
Tri-con	suite license	3/31/2017	
MCM Elegante	signage	5/30/2017	
Cici's Pizza	signage	12/31/2017	
Sonic	signage	4/4/2017	
Uncle Bob's	signage	7/31/2017	
Holiday Inn	signage	3/31/2017	
Christus	signage	12/31/2017	(currently negotiating

Ford Park events currently under contract/confirmed (post 3/31/17)

Entity	Event Name	Event Date	
YMBL	South Texas State Fair	10 days March-April	(multi-year contract
SETBA	baseball tourney	4/8-9/2017	
Gift of Life	Champagne n Ribs	4/20/2017	
NHS	Prom	4/22/2017	
Icon	Jeff Dunham	4/23/2017	
SETBA	baseball tourney	4/28-30/2017	
Spindletop Center	gala	5/13/2017	
SETBA	baseball tourney	5/19-21/2017	
Huffman ISO	graduation	5/25/2017	
Lumberton ISO	graduation	5/26/2017	
Goose Creek ISO	graduation	5/27/2017	
SETBA	baseball tourney	5/27-28/2017	
Nederland	graduation	6/1/2017	
Hamshire	graduation	6/2/2017	
SETBA	baseball tourney	6/17-18/2017	
SETBA	baseball tourney	7/4-9/2017	
Innovation	his/her show	7/19-23/2017	
SETBA	baseball tourney	12/2-3/2017	
SETBA	baseball tourney	12/9-20/2017	

Huffman ISD	graduation	5/24/2018
Lumberton ISD	graduation	5/25/2018
Goose Creek ISD	graduation	5/26/2018
Nederland	graduation	6/7/2018
Hamshire	graduation	6/8/2018

renewal)

rith County)

EXHIBIT C
OPERATING BUDGET FOR FIRST (1 ST) OPERATING YEAR
(FROM EFFECTIVE DATE TO SEPTEMBER 30, 2017)

SMG / Ford Park
Oc1 2016 - Sept 2017
Monthly Budget (Peachtree)

	Budgeted Odcue1	Budgeted N w••	Budgeted	Budgeted January	Budgeted February	Budgeled MMfll1	Budgeted April	Budge1cd May	Ilmt,eted Jurl1c	Budgeted J.J.,	Budgei,-d JulCu,tj	Burl,1ed September	Duded.
Event Income													
Direct Event Income													
Rental Income	68,625	*S1,8S0*	14,22S	52,700	76,650	29,750	57,92S	62,175	67,97S	27,175	-	47,225	562,275
Stl111ice Income	10,775	1,850	5,175	37,675	33,550	325	209,150	89,900	23,025	37,300	-	8,025	456,750
Service Expenses	!20,675)	(40,400)	(16,000)	(69,650)	(90,850)	!22,000)	!146,025)	!195 100)	!65.475)	!129,350)	-	(23,425)	(818,950)
Toial Direct Event Income	*58z125*	19,300	3,400	20,725	19350	8,075	121,050	!43,025)	*25,525*	!64,875)	-	31,825	200,075
Ancillary Income													
F & B Concessions	37,625	33,075	16,250	46,270	85,125	55,150	88,950	102,900	64.100	*55,575*	-	33,375	618,395
F & B Catering	47,100	14,875	20,900	7,050	*9,525*	S,175	14,125	*25,215*	1,925	675	-	22,575	169,200
Novelty Sales	-	-	-	6,925	2,700	-	3,450	4,750	J,750	4,750	-	-	26,325
Parl<ing: Self Parlcing	-	-	-	5,000	11,375	-	2,500	2,500	7,500	7,575	-	-	36,450
Electrical Services	775	-	-	-	-	-	-	-	-	*4,150*	-	-	*5,525*
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Ancillary	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Ancillary Income	85,500	Qj1)	7, 150	65,245	108,725	60,325	109,025	135,425	*77,27*	73,325	-	55,950	855,*895*
Other Event Income													
Luxury Box Ticket Sales	-	-	-	225	5,750	-	4,475	13,325	-	13,325	-	-	37,100
Event Advertising Income	-	-	-	S00	-	-	-	-	-	-	-	-	500
Ticket Rebates (Per Event)	-	-	-	12,400	16,150	-	11,725	15,075	9,025	15,075	-	-	79,450
Facility Fees	-	3.5.50	4,925	33,000	35,075	S 375	21 ,300	22,875	10 ,100	22800	-	-	159,000
Total Other Event Income	-	1.550	4,925	46,125	*56,975*	5,375	37,500	51,27S	19,125	51200	-	-	276,050
Total Event Income	144,225	70,800	*45,475*	132,095	185,050	73,775	267,575	143,675	121 ,925	59650	-	87.775	1.332,020
Other Operating Income													
Non-Opera1ing Parlcing	1,019	-	-	679	1,019	-	1,019	340	340	679	-	680	*5,715*
Luxwy Box Agreements	8,417	8,417	8,416	7,167	7,167	7,166	7,167	7,167	7,166	7,167	7,167	7,166	89,750
ConcenClub	-	-	-	-	-	-	-	-	-	-	-	-	-
Advertising	17,383	16,383	17,084	19,383	17,633	13,884	17,633	17,933	17,209	16,841	16,641	16,843	204,850
Service Charges	50	2S	250	*75*	25	25	-	-	-	-	-	S0	500
Non-Event F&B	-	-	-	-	-	-	-	-	-	-	-	-	-
Practice Fees	4,450	4,450	3,600	2,100	12,400	11,400	8,800	10,800	7,200	-	-	4,800	70,000
Interest/Other Income	S00	*550*	300	650	1,150	1,050	900	650	550	450	100	350	7,200
Other Non-Event Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Operating Income	31 ,819	29825	29,650	30054	39394	33 ,525	35,519	36890	32465	25 ,137	23 ,908	29889	378,075
AdjU5ted Gross Income	176044	100 ,625	75.125	162,149	224,444	107 ,300	303 ,094	180 ,*565*	154 ,390	84,787	23.908	117.664	I ,710,095
Operating Expenses													
Employee Salaries and Wages	99,660	99,660	99,659	99,660	99,660	99,659	99,660	99,660	99,659	99,660	99,660	156,566	1,252,823
Benefits	32,235	32,235	32,228	32,235	32.235	32,228	32,235	32,235	32,228	32,235	32,235	36,563	391,127
Net Employee Wages and Benefits	131,89S	131,895	131,887	131,89S	131,895	131,887	131,895	131,89S	131,887	131,895	131,895	193,129	1,643,950
Contracted Services	175	175	17S	17S	175	175	175	175	175	175	175	175	2,100
General and Administrahve	4,870	6,760	*5,585*	17,655	16,790	11,600	21,410	7.605	22.530	7,750	9,265	7,940	139,760
Operations	7,700	2,625	6,300	6,285	3,500	6,600	3,885	7,250	3,600	3,500	3,500	6,025	60,770
Repair & Maintenance	12,950	25,700	31,683	27,245	18,335	17,415	39,820	17,825	18,025	17,275	28,782	17,575	272,630
Supplies	10,500	8,925	3,775	8,525	3,775	3,825	5,650	3,600	3,600	5,600	3,500	11,750	73,025
Insurance	33,875	33,875	33,875	33,875	33,875	35,910	34,910	34,910	34,910	46,310	34,910	34,910	426,145
Utiliries	78,085	77,085	77,085	81,485	85,135	85,135	122,735	80,735	80,735	80,735	77,085	77,085	1,003,120
SMG Management fees	11,724	10519	10022	10,835	12148	11 ,155	12974	14,537	11 ,125	10820	8058	10,673	134 ,590
Total Operaring Expenses	291,774	297,S59	300,387	317,975	305,628	303,702	373,454	298,532	306,587	304,060	297,170	359,262	3,756,090

SMG / Ford Park
Oct 2016 - Sept 2017
Momhly Budget (Peachtree)

	Budgeted Oemtw	Budgeted Ncmber	Budgeted BKemi,,o,r	Budgeted [illegible]	13udu.eted [illegible]	Budgeted Mm;b	13u4get.:d A [illegible]	Budgeted May	Budgeted Jalilie	Budgeted July	Budgeted August	Budgeted September	1Sudg0
Net Income (Loss) from Operations	/115.730)	(196.934)	(225.262)	(155,826)	(&1.1841	(196.402)	\76°:360)	(117.%7)	(152.197)	(219.273)	(273.262)	(241.598)	(2.045.995)
Breakdown of Mangement Fees													
Base Fee	8,058	&,058	8,0>8	8,058	8.Uob	8,058	R,058	8,058	8,058	8,0SS	8,058	8.058	96,696
F&B Incentive Fee	3.666	2.461	1.%4	2,777	.090	".097	4,916	6,479	3,067	2,762	-	2.615	37,894
	11,724	10,519	10.022	10.835	12 148	11.155	12.974	14,537	11,125	10,820	8.058	10.673	134.590

EXHIBIT D
INSURANCE

At all times during this Agreement, Manager shall maintain the following insurance coverage:

(a) commercial general liability insurance, including liquor liability, products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facility, or otherwise arising under this Agreement;

(b) umbrella or excess liability insurance;

(c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Texas;

(e) professional liability insurance and self-insured employment practices liability coverage;

(f) employment practices liability insurance;

(g) pollution liability; and

(h) crime coverage.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability
$1,000,000 per occurrence
$1,000,000 personal and advertising injury
$1,000,000 products-completed operations aggregate

Umbrella or Excess Liability
$5,000,000 per occurrence and aggregate

Automobile Liability
$1,000,000 per accident (PI and PD combined single limit)
$1,000,000 uninsured/underinsured motorist

Workers Compensation
Workers Compensation: Statutory
Employer's Liability: $100,000 each accident-bodily injury by accident

$500,000 policy limit-bodily injury by disease
$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made basis)
$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis)
$1,000,000

Pollution Liability (Claims Made basis)
$1,000,000

Crime Insurance
Coverage on all on-site Manager t!rnployees. Limit: $500,000.00

AMENDMENT TO MANAGEMENT AGREEMENT

This Amendment to Management A$_{gr}$eement (this "Amendment") is entered into as of March 2017 ("Effective Date") between Jefferson County, Texas, organized under the laws of the State of Texas ("County"), and Global Spectrum, LP, a Delaware limited partnership d/b/a Spectra Venue Management ("Manager").

WHEREAS, County and Manager are parties to a certain Management Agreement, effective as of April 1, 2017 (the "Management Agreement"), pursuant to which the County is engaging Manager to manage and operate the Ford Park Entertainment Complex, consisting of Ford Fields, Ford Pavilion, Ford Arena, Ford Exhibit Hall, Ford Midway, and two (2) barns; and

WHEREAS, the County and Manager now desire to amend the Management A$_{gr}$eement to modify the Effective Date of the Management Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby a$_{gr}$ee as follows:

1. Capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the meaning given to such terms in the Management Agreement.

2. The parties agree that the Effective Date, as such term is used in the Management Agreement, shall be amended to be April 3, 2017. The parties hereby confirm that the Term of the Management Agreement shall commence on the Effective Date, as amended by the preceding sentence. The end of the Initial Term shall remain September 30, 2022.

3. All references to the Management Agreement in the Management Agreement or in any other document referencing the Management Agreement shall be deemed to refer to the Management Agreement as amended hereby. Except for the modifications set forth above, all of the provisions of the Management Agreement shall remain unmodified and in full force and effect. All other terms, provisions, representations, warranties and covenants of the Management A$_{gr}$eement are hereby confirmed, ratified and remain in full force and effect. Any inconsistencies between this Amendment and the Management Agreement shall be governed by this Amendment.

4. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law.

5. This Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Amendment may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Amendment.

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be executed on behalf of such party by an authorized representative as of the date first set forth above.

JEFERSON COUNTY

By: _____
Name:
Its:

GLOBAL SPECTRUM, L.P.,
d/b/a Spectra Venue Management

By: Global Spectrum, LLC, its general partner

By: _____
Name: Philip I. Weinberg
Its: President & Secretary

SECOND AMENDMENT TO THE MANAGEMENT AGREEMENT

This Second Amendment to the Management Agreement (this "Second Amendment") is entered into as of May 28, 2019 ("Amendment Effective Date") between Jefferson County, Texas, organized under the laws of the State of Texas ("County"), and Global Spectrum, LP, a Delaware limited partnership d/b/a Spectra Venue Management ("Manager").

Background

County and Manager are parties to a certain Management Agreement, effective as of April 1, 2017, which was amended pursuant to a certain Amendment to Management Agreement entered into as of March, 2017 (collectively, the "Management Agreement"), pursuant to which the County is engaging Manager to manage and operate the Ford Park Entertainment Complex, consisting of Ford Fields, Ford Pavilion, Ford Arena, Ford Exhibit Hall, Ford Midway, and two (2) barns. The parties desire to amend the Management Agreement to address what portion of "artist fees", "talent fees" or similar fees ("Talent Fees") constitute "gross services income" for the purposes of calculating the amount of Revenue generated from a show where the County acted as either a "co-promoter" of the show or bought the rights to produce the show, in each case where the County shared in (or reaped all of the financial benefits from) the show's profits in exchange for agreeing to incur all or a portion of the losses if the show was not financially successful ("At-Risk Shows").

Accordingly, effective as of September 30, 2018, the parties agree as follows:

1. Capitalized terms used in this Second Amendment and not otherwise defined in this Second Amendment shall have the meaning given to such terms in the Management Agreement.

2. For the purposes of calculating the Quantitative Component of the Incentive Fee owed to Manager pursuant to Article 3.1, the amount of Talent Fees constituting Revenue for any At-Risk Show occurring after September 30, 2018 shall equal (i) the total amount of Talent Fees for any At-Risk Show where the County purchases the right to promote the show, or (ii) with respect to any co-promoted At-Risk Show, the total amount of Talent Fees multiplied by the percentage of net profits from the At-Risk show that the County will receive under the Revenue Generating Contract. By way of example only, if the County is co-promoting a show with a concert promoter, the Talent Fees to the concert promoter equal $50,000, and the Revenue Generating Contract provides that the County and the concert promoter will share the net profit from the show 50/50, the amount of Talent Fees constituting Revenue for this At-Risk Show shall be $25,000. If the County purchases the right to promote a show and the Talent Fees equal $50,000, all $50,000 of Talent Fees constitute Revenue.

3. Notwithstanding the amount of Talent Fees that shall constitute Revenue for an At-Risk Show, the parties agree that the Revenue Benchmark previously established by the parties shall not change.

4. All references to the Management Agreement in the Management Agreement or in any other document referencing the Management Agreement shall be deemed to refer to the Management Agreement as amended hereby. Except for the modifications set forth above, all of the provisions of the Management Agreement shall remain unmodified and in full force and effect. All other terms, provisions, representations, warranties and covenants of the Management Agreement are hereby confirmed, ratified and remain in full force and effect. Any inconsistencies between this Second Amendment and the Management Agreement shall be governed by this Second Amendment.

5. This Second Amendment shall be governed by and construed in accordance with the laws of the

State of Texas, without regard to conflicts of law principles.

6. This Second Amendment may be executed in counterparts, each of which shallconstitute an original, and all of which together shall constitute one and the same document. This Second Amendment may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of thisSecond Amendment.

Each party has caused this Second Amendment to be executed on behalf of such party by an authorized representative as of the date first set forth above.

JEFERSON COUNTY

By: Judge Jeff Branick
Name:
Its: County Judge

GLOBAL SPECTRUM,L.P.,d/b/a Spectra Venue Management
By: Global Spectrum, LLC, Its general partner

By:
Name: Brian Rothenberg
Its: President

THIRD AMENDMENT TO THE MANAGEMENT AGREEMENT

This Third amendment to the Management Agreement (this "Third Amendment') is entered into as of September 17, 2019 ("Amendment Effective Date") between Jefferson County, Texas organized under the laws of the State of Texas ("County'), and Global Spectrum, LP, a Delaware limited partnership d/b/a Spectra Venue Management ("Manager).

Background

County and Manager are parties to a certain Management Agreement, effective as of April 1, 2017, which was amended pursuant to a certain Amendment to Management Agreement entered into as of March, 2017 and a Second Amendment to Management Agreement entered into as of May 28, 2019 (collectively, the "Management Agreement"), pursuant to which the County is engaging Management to manage and operate the Ford Park Entertainment Complex; consisting of Ford Fields, Ford Pavilion, Ford Arena, Ford Exhibit Hall, Ford Midway, and two (2) barns. The parties desire to amend the Management Agreement to provide clarification for the audit of operations for Ford Park.

Accordingly, effective as of October 1, 2018, the parties agree that section 10.3 is amended as follows:

1. Section 10.3 Audit.

County has the option, but is not required by this contract, to arrange, within one hundred eighty (180) days following the end of each Operating Year, for a certified audit report on the accounts and records as kept by Manager for the Facility. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facility. Such audit shall be performed by an auditor approved by the County, and shall be conducted in accordance with generally accepted auditing standards.

2. All references to the Management Agreement in the Management Agreement or in any other document referencing the Management Agreement shall be deemed to refer to the Management Agreement as amended hereby. Except for the modification set forth above, all of the provision of the Management Agreement shall remain unmodified and in full force and effect. All other terms, provisions, representations, warranties, and covenants of the Management Agreement are hereby confirmed, ratified, and remain in full force and effect. Any inconsistencies between this Third Amendment and the Management Agreement shall be governed by this Third Amendment.

3. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

4. This Third Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Third Amendment may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of the Third Amendment.

Each part has caused this Third Amendment to be executed on behalf of such party by an authorized representative as of the date first set forth above.

JEFFERSON COUNTY

By: _____

Name:

Its:

GLOBAL SPECTRUM, LP,d/b/a Spectra Venue Management
By: Global Spectrum, LLC Its general partner

By: _____

Name: Brian Rothenberg

Its: President

APPENDIX B

NAMING & ADVERTISING RIGHTS AGREEMENTS

NAMING AND ADVERTISING RIGHTS AGREEMENT

THIS NAMING AND ADVERTISING RIGHTS AGREEMENT for the Southeast Texas Entertainment Complex ("Agreement") dated the 15th day of December, 2003, is entered into by and between SMG, a Pennsylvania general partnership, whose address is 701 Market Street, 4th Floor, Philadelphia, PA, 19106 ("SMG"), JEFFERSON COUNTY, TEXAS, a political subdivision of the State of Texas, whose address is Jefferson County Courthouse, 1149 Pearl, 4th Floor, Beaumont, TX 77701 ("**JEFFERSON**"), and SOUTH TEXAS FORD DEALERS ADVERTISING FUND, Inc., a Texas nonprofit corporation, whose address is 823 Congress Avenue, Suite 1300, Austin, Texas 78701 ("**STFD**") and FORD MOTOR COMPANY, a Delaware Corporation whose address is The American Road, Dearborn, MI 48121 ("**FORD**").

RECITALS

WHEREAS, JEFFERSON is the owner of the Southeast Texas Entertainment Complex, which consists of an amphitheater pavilion, midway, arena, exhibition hall, agricultural barns, softball fields and visitor information center (collectively referred to herein as the "**Complex**") located in Jefferson County, Texas;

WHEREAS, SMG, pursuant to a certain Management Agreement dated April 1, 2002, between **SMG** and **JEFFERSON, SMG** is authorized to solicit, develop, negotiate, and enter into an agreement to name the **Complex;**

WHEREAS, STFD is composed of authorized **Ford** dealers in Southern Texas;

WHEREAS, FORD owns the **Ford Name** and the **Ford Script in Oval Logo** trademarks, which enjoy substantial and favorable public acceptance, representing invaluable goodwill to **FORD;**

WHEREAS, SMG, JEFFERSON, STFD and **FORD** wish to enter into an Agreement, pursuant to which the **Ford Name** and the **Ford Script in Oval Logo** will be used as part of the Complex name and logo as well as part of the names and logos associated with certain buildings contained in the Complex;

WHEREAS, SMG, JEFFERSON and **STFD** require a non-exclusive license to use the ***Ford Name*** and the ***Ford Script in Oval Logo*** on the ***Complex*** and certain buildings within the **Complex** during the term of this Agreement and in the Territory (defined below), and **FORD** desires to grant **SMG, JEFFERSON** and **STFD** such a license, subject to the terms and conditions of this Agreement; and

WHEREAS, pursuant to this Agreement, **SMG, JEFFERSON, STFD** and **FORD** have reached an agreement for naming and advertising rights of the **Complex** and certain buildings contained in the ***Complex***.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Definitions.

1.1 **"Affiliate"** shall mean any entity that is directly or indirectly controlling, controlled by, or under common control with a Party, and the directors, officers, employees and agents of all of them, when acting in their corporate capacities. For purposes of this definition, "control" means (a) the ownership of at least 20 percent of the equity or beneficial interests of an entity, or (b) the right to appoint or ability to elect a majority of the board of directors or other governing body of such entity. "Affiliate" shall also include any other entities that **SMG, JEFFERSON, STFD** and **FORD** agree in writing to treat as such.

1.2 **"Automotive Category"** shall mean cars, trucks, vans, sport utility vehicles and commercial use vehicles as well as automotive financing, leasing and rental, automotive dealerships, automotive repair and maintenance services, and automotive part and accessories manufacturers, distributors and retailers.

1.3 **"Buildings"** shall mean certain buildings within the South Texas Entertainment Complex, including the pavilion, the arena, the exhibit hall, the softball fields and the midway buildings.

1.4 **"Building Logos"** shall mean the **Ford Script in Oval Logo** used in connection with the words **Ford Arena, Ford Exhibit Hall, Ford Fields, Ford Midway** and **Ford Pavilion,** respectively. The logos may be changed upon mutual agreement of the **Parties,** through a written instrument executed by an officer or director of each of the **Parties.**

1.5 **"Building Marks"** shall mean **Ford Arena, Ford Exhibit Hall, Ford Fields, Ford Midway** and **Ford Pavilion,** collectively. The marks may be changed upon mutual agreement of the Parties, through a written instrument executed by an officer or director of each of the **Parties.**

1.6 **"Complex"** shall mean the Southeast Texas Entertainment Complex located in Beaumont, Texas. The **Complex** under this Agreement includes the following buildings and/or areas known as the Southeast Texas Entertainment Complex and consists of a Two Hundred Seventeen (217) Acre multifaceted regional entertainment complex consisting of: a 10,000 seating capacity arena, an 18,500 seating capacity amphitheater pavilion, twelve softball fields, parking areas, a 50,000 sq. ft. exhibition hall, 9 acres of paved midway festival grounds, including a show arena and agricultural barn, and all buildings and/or areas that are under the control of and managed by SMG.

Complex shall not include the following buildings, which have already been sponsored by other entities: Regional Visitors Center, the Gulf Coast Recreational Vehicle park, the YMBL building (the agricultural extension office), a privately managed Skateboard/BMX Park, the amphitheater pavilion hospitality club currently named the Community Bank and Trust Star Club, the Amphitheater plaza areas currently named the Coca-Cola Plaza and the Miller Plaza and any other yet to be contracted facilities that will be privately managed by third parties.

1.7 **"Complex Mark"** shall mean **Ford Park**, the name to be used to designate the **Complex** itself.

1.8 ***"Complex Logo"*** *shall mean the* **Ford Script in Oval Logo** trademark, together with the **Complex Mark**.

1.9 **"Domain Name"** shall mean the domain name used for the **Complex** website, to be mutually agreed upon by the **Parties.**

1.10 **"Ford Arena Mark"** shall mean **Ford** Arena, the name to be used to designate the name of the arena building within the **Complex**.

1.11 **"Ford Arena Logo"** shall mean the **Ford Script in Oval Logo** trademark, together with the **Ford Arena Mark** as set forth on Exhibit A.

1.12 **"Ford Exhibit Hall Mark"** shall mean **Ford** Exhibit Hall, the name to be used to designate the name of the exhibition hall building within the **Complex.**

1.13 **"Ford Exhibit Hall Logo"** shall mean the **Ford Script in Oval Logo** trademark, together with the **Ford Exhibit Hall Mark** as set forth on Exhibit A.

1.14 **"Ford Fields Mark"** shall mean **Ford** Fields, the name to be used to designate the name of the softball fields within the **Complex**.

1.15 ***"Ford Fields Logo"*** *shall mean the* **Ford Script in Oval Logo** trademark, together with the **Ford Fields Mark** as set forth on Exhibit A.

1.16 **"Ford Marks"** shall mean the **Ford Name** and the **Ford Script in Oval Logo** trademarks as set forth on Exhibit A. Exhibit A may be modified from time to time by written instrument executed by an officer or director of each of the Parties.

1.17 **"Ford Midway Mark"** shall mean **Ford** Midway, the name to be used to designate the name of the midway festival grounds within the **Complex.**

1.18 **"Ford Midway Logo"** shall mean the **Ford Script in Oval logo** trademark, together with the **Ford Midway Mark** as set forth on Exhibit A.

1.19 **"Ford Pavilion Mark"** shall mean **Ford** Pavilion, the name to be used to designate the name of the amphitheater pavilion within the **Complex.**

1.20 **"Ford Pavilion Logo"** shall mean the **Ford Script in Oval Logo** trademark together with the **Ford Pavilion Mark** as set forth on Exhibit A.

1.21 **"Parties"** shall mean **SMG, JEFFERSON, STFD** and **FORD. "Party"** shall mean **SMG, JEFFERSON, STFD** or **FORD,** individually.

1.22 **"Initial Term"** shall have the meaning set forth in Section 2.

1.23 **"Rights Fee"** shall mean the consideration provided by **STFD** to **JEFFERSON** through **SMG,** for granting the naming and advertising rights for the **Complex** and **Buildings.**

1.24 **"Territory"** shall mean the United States.

2. Initial Term.

1.1. The **Initial Term** of this Agreement shall be five (5) years commencing upon the execution of this Agreement and ending at midnight of the fifth anniversary of the date of execution of the Agreement.

3. Renewal Options.

3.1. **STFD** shall have the option, upon written notice to **JEFFERSON,** exercisable not later than 12 months prior to the end of the **Initial Term,** to extend the term of the Agreement for an additional five (5) years upon the same terms and conditions as contained in this Agreement except for the financial terms. As a condition of such extension, the financial terms of such extension must be mutually acceptable to **STFD** and **JEFFERSON** and must be agreed to by all **Parties** in a signed agreement, no later than 120 days from the date of notice exercising **STFD's** option to renew (or within such additional time as may be mutually agreed upon by the **Parties**). In the event the **Parties** are unable to agree on terms within the specified period of time to negotiate, **JEFFERSON** shall have no further obligation to **STFD** whatsoever, provided however, that any new Naming and Advertising Rights Agreement with another party will not commence until the end of the **Initial Term** of this Agreement.

3.2. **JEFFERSON** shall not enter into any new Naming and Advertising Rights Agreement with another party which would contain terms and conditions materially different from the terms last offered to **STFD** and refused by **STFD,** unless **JEFFERSON** has provided **STFD** with written notice of the terms offered to such party and **STFD** has either failed to agree to enter into a new Naming Rights Agreement on such terms or has failed to respond to **JEFFERSON's** notice within sixty (60) days of **JEFFERSON** giving such notice to **STFD.**

4. Grant of License

4.1 **FORD** hereby grants to **SMG, JEFFERSON** and **STFD** during the **Term** and subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-assignable, royalty free license to use the **Ford Marks** in (i) the **Complex** name and **Complex** logo; (ii) in the **Buildings** names and **Buildings** logos; (iii) in the **Domain Name** for the website for the **Complex**; (iv) in advertising, marketing and promotional materials pertaining to the **Complex** and **Buildings**; (v) in promotional merchandise containing the **Complex Mark** and/or the **Complex Logo**, i.e. merchandise such as caps, t-shirts and key chains that shall be given away, i.e. not for sale at wholesale or retail; (vi) uniforms of **Complex** and **Buildings** staff and concessionaires; and (vii) **Complex** stationery, business cards, brochures and newsletters.

4.2 This Agreement does not include the right for **SMG, JEFFERSON** and/or **STFD** to produce merchandise for sale at wholesale or retail containing the **Ford Marks**, the **Complex Mark**, the **Complex Logo**, the **Buildings Marks** and/or the **Buildings Logos**. Any license to produce merchandise for sale at wholesale or retail containing such marks and/or logos shall be subject to the terms and conditions of a separate license agreement to be entered into at a later date with **FORD's** licensing representative.

4.3 **SMG, JEFFERSON** and **STFD** shall not assign, transfer or sublicense its rights to use the **Ford Marks, Complex Mark, Complex Logo, Buildings Marks** and **Buildings Logos** and shall not assign, transfer or sublicense any of its obligations under this Agreement, whether by operation of law or otherwise. It is understood that **FORD** owns and will retain all rights to the **Ford Marks, Complex Mark, Complex Logo, Buildings Marks** and **Buildings Logos.**

4.4 **FORD** shall, at its expense and in its sole discretion, file appropriate applications for registration of the **Complex Mark, Complex Logo, Building Marks, and/or Building Logos** with the United States Patent and Trademark Office. **SMG** and **JEFFERSON** shall cooperate with the preparation of such applications and shall furnish any such documents, specimens, samples, or information as **FORD** may reasonably request to show **FORD**'s ownership of the **Complex Mark, Complex Logo, Building Marks, and/or Building Logos** or to further **FORD**'s pursuit of registrations thereof.

5. Acknowledgements

5.1 **Rights and Ownership. SMG, JEFFERSON** and **STFD** acknowledge **FORD's** right, title and interest in and to the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and **Building Logos. SMG, JEFFERSON** and **STFD** further acknowledge that all use of the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and **Building Logos,** by **SMG, JEFFERSON and STFD** shall inure solely to **Ford's** benefit.

5.2 **Validity. SMG, JEFFERSON,** and **STFD** agree that they will not, alone or

collectively, during the Term of this Agreement or thereafter, attack or challenge in any manner or in any forum **FORD's** ownership and interest in and to the **Ford Marks, Complex Mark, Complex Logo, Building Marks, Building Logos,** and/or the validity of this Agreement.

5.3 **Goodwill. Derivations of the Ford Marks. SMG, JEFFERSON** and **STFD** acknowledge the goodwill associated with the **Ford Marks**, and agree that all goodwill, including any increase in the value of the **Ford Marks** as a result of this Agreement, will inure solely to **FORD's** benefit. **SMG, JEFFERSON** and **STFD** will not claim any title or any proprietary right to the **Ford Marks** or in any derivation, adaptation, or variation thereof.

5.4 **No Registration or Use.** Unless **FORD** expressly consents in writing, **SMG, JEFFERSON** and **STFD** will not adopt, use or attempt to register any corporate name, company name, trade name, domain name or other identifier that incorporates, is comprised of, or is likely to be confused with the **Ford Marks,** or any other trademark owned by or licensed to **FORD** or any of **FORD's Affiliates.**

5.5 **Evidence of Use.** Upon **FORD's** request, **SMG, JEFFERSON** and **STFD** shall provide, at **FORD's** expense, evidence of use of the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and/or **Building Logos.**

5.6 **Recordation. SMG, JEFFERSON** and **STFD** agree to provide reasonable assistance to **FORD,** at **FORD's** request and expense, to record this Agreement with any relevant or appropriate governmental agency and expressly agrees that recordation (or any similar action) shall be undertaken only by **FORD** and will be at **FORD's** sole discretion. For example, **SMG, JEFFERSON** and **STFD 's** assistance may include signing any additional documents, including a shortened version or translation of the major terms of this License, that may reasonably be required.

6. **Manner of Use**

6.1 **SMG, JEFFERSON** and **STFD** agree to use the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and **Building Logos,** only in a manner and form that has been approved in advance by **FORD,** in writing. **SMG, JEFFERSON** and **STFD** agree to use the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and **Building Logos,** in accordance with the **Ford** Oval Owner's Manual as set forth in Exhibit ___and any other guidelines that **FORD** may adopt from time to time.

6.2 When using the **Ford Marks, Complex Mark, Complex Logo, Building Marks, and/or Building Logos, SMG, JEFFERSON** and **STFD** agree to comply with any marking or notice requests that **FORD** may make (for example, that **SMG, JEFFERSON** and **STFD** include the ® or ™ symbol and credit line as specified by **FORD**) in relation to the **Ford Marks, Complex Mark, Complex Logo, Building Marks, and/or Building Logos,.**

7. **Quality Control**

7.1 **SMG, JEFFERSON** and **STFD** agree to use the **Ford Marks** only in: (a) the **Complex** name and **Complex** logo; (b) in the **Buildings** names and **Buildings** logos; (c) the **Domain Name** for the Complex website; (d) in advertising, marketing and promotional materials pertaining to the **Complex** and **Buildings**; (e) in promotional merchandise containing the **Complex Mark, Complex Logo, Building Marks,** and/or **Building Logos,** i.e. merchandise such as caps, t-shirts and key chains that shall be given away and are not for sale at wholesale or retail; (f) uniforms of **Complex** and **Buildings** staff and concessionaires; and (g) **Complex** stationery, business cards, brochures and newsletters; (h) as is mutually agreed to by the Parties; (i) in accordance with all applicable laws; and (j) in accordance with sound commercial practices. So that the value of the goodwill and reputation associated with the **Ford Marks** will not be diminished, **SMG, JEFFERSON** and **STFD** shall have an obligation to ensure that the services provided by **SMG** at the **Complex** shall be of at least the same quality: (i) as provided by **SMG** immediately prior to the effective date of this Agreement; (ii) as may be approved by **FORD** hereunder; and (iii) as specified in quality standards and/or specifications agreed upon by the Parties hereto, as the case may be.

7.2 **SMG, JEFFERSON** and **STFD** agree to submit copies of all proposed materials, including, but not limited to, advertising and promotional materials, signage and all such materials disseminated in electronic form, bearing the **Ford Marks Complex Mark, Complex Logo, Building Marks,** and/or **Building Logos,** to **FORD** for **FORD's** prior written approval, which approval shall not be unreasonably withheld. **FORD** shall have seven (7) business days to approve or disapprove such materials. If **FORD** has not responded within seven (7) business days, the materials shall be deemed not to be approved. Moreover, to permit **FORD** to control and monitor effectively the quality of the services provided by **SMG** at the **Complex** and the use of the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and/or **Building Logos, FORD** may inspect, upon one business day's notice, during regular business hours and without disruption of **SMG, JEFFERSON** and **STFD's** business and personnel, **SMG, JEFFERSON** and **STFD's** records relating to the use of the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and/or **Building Logos.**

7.3 If in **FORD's** sole opinion the use of the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and/or **Building Logos** does not meet **FORD's** quality standards as provided in Paragraph 7.1, **FORD** may terminate this Agreement, provided that **FORD** shall give notice to **SMG, JEFFERSON** and **STFD** of its failure to satisfy these quality standards and of **FORD's** intent to terminate this Agreement.

7.4 **SMG, JEFFERSON** and **STFD** expressly agree that all materials bearing the **Ford Marks,** including all such material disseminated in electronic form; shall satisfy and comport with **FORD's** quality standards and the **Ford** Oval Owner's Manual guidelines for use of the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and **Building Logos.**

8. Infringement and Enforcement

8.1 **SMG, JEFFERSON,** and/or **STFD** shall promptly notify **FORD** if **SMG. JEFFERSON** and **STFD** learns of any infringement of the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and/or **Building Logos** or of the existence, use or promotion of any mark or design similar to the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and/or **Building Logos.**

8.2 **FORD** may, but shall not be required, to take whatever legal action **FORD,** in its sole discretion, deems necessary or advisable to protect the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and/or **Building Logos.** If **FORD** chooses to take any action with respect to the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and/or **Building Logos. SMG, JEFFERSON** and/or **STFD** shall comply, at **Ford's** expense, with all reasonable requests for assistance in connection therewith, including but not limited to, providing testimony, exhibits, facts or similar cooperation. Any recovery as a result of such action shall belong solely to **FORD. SMG, JEFFERSON** and **STFD's** obligations under this paragraph shall survive the termination or expiration of this Agreement.

8.3 **SMG, JEFFERSON** and/or **STFD** shall not initiate, undertake or engage in any legal action for the protection or enforcement of the **Ford Marks, Complex Mark, Complex Logo, Building Marks,** and/or **Building Logos** or any action relating to or involving the **Ford Marks.**

9. Grant of Naming Rights

9.1. Subject to terms and conditions hereof, **JEFFERSON** hereby grants to **STFD** the right to name the **Complex** and **Buildings** subject to final approval by **JEFFERSON,** which approval will not be unreasonably withheld.

9.2. During the term of this Agreement, the **Complex Mark** shall be used as the exclusive name of the **Complex.**

9.3 In all contracts, agreements, writings and communications pertaining to the **Complex** and/or **Buildings,** with event promoters, tenants and users, suppliers, media, advertisers, and others, **SMG and/or JEFFERSON** shall require all parties contracting with **SMG and/or JEFFERSON** to refer to and designate the **Complex** and/or **Buildings** solely by the **Complex Mark** and/or **Complex Logo** and the **Building Marks** and/or **Building Logos,** as set forth in Section 1 above and no other.

9.4 Execution of this Agreement by the Parties shall constitute their respective written approvals of the **Complex Mark,** the **Complex Logo,** the **Building Marks** and the **Building Logos.** Any modification of the marks and logos shall be approved by **SMG, JEFFERSON, STFD and FORD.** The expense of any modification, including, but not limited to the cost of modifying uniforms, signage, advertising and marketing materials, stationery, business cards, concession service goods, promotional merchandise and any and all costs incurred by **FORD** to clear, register and maintain the new **Complex Mark, Complex Logo, Building Marks and Building Logos,** shall be the obligation of the Party requesting the modification.

10. Category Exclusivity

10.1. **FORD** and **STFD** shall have exclusive advertising and promotional rights in connection with the **Complex** in the **Automotive Category**, which shall include cars, trucks, vans, sport utility vehicles and commercial use vehicles as well as automotive financing, leasing and rental, automotive dealerships, automotive repair and maintenance services, and automotive part and accessories manufacturers, distributors and retailers.

10.2 Competitors to **FORD** in the **Automotive Category** shall not be advertised at the **Complex** except as permitted here in or in a case by case basis as approved by STFD, with such approval not unreasonably withheld. In addition, competitors to **FORD** in the **Automotive Category** shall not be displayed, or have a permanent marketing presence in the **Complex** and/or the **Buildings** Exceptions would be considered as nationally sponsored events that would appear in other markets. i.e., George Strait Chevy Truck Tour. During this type of an event, the tour will only be able to display signage as part of their stage and/or stage setup. Automotive Exclusivity shall apply to vehicle displays and fixed signage on the basis that no other competing Automotive Manufacturer will be able to display vehicles and/or fixed signage in the COMPLEX, except FORD and STFD. Exceptions in this case will be considered on a case by case basis as approved by STFD. Exceptions will include events that will occur in the EXHIBIT HALL and/or FORD PARK PARKING LOTS only. i.e., Auto Shows, Classic Car Shows, Vehicle Accessory Shows, Boat Shows, RV Shows, Hunting Shows and Ride and Drives. Ride and Drives in the PARKING LOTS will be accepted only in privately invited circumstances for Automotive Competitors to FORD AND STFD. No Ride and Drive at Ford Park shall be open to the public unless it is that of FORD and the STFD. STFD does not want to keep other manufacturers from displaying vehicles and signage during these types of events, while still maintaining the right of Automotive Exclusivity. The purpose of article 10.2 of this contract is based on the necessity to keep all other competing manufacturers and/or individual dealerships from having a presence in the COMPLEX that harms the Automotive Exclusivity element of the naming rights deal. SMG will prevent individual dealerships from sponsoring a vendor in the exception events listed above from displaying individual dealership sponsored vehicles and signage. An example of this instance would be a individual dealership agrees to give a vendor of the Accessory Show a new vehicle on the basis that they will display their individual dealer signage on the vehicle during the duration of the event. This will not be accepted or allowed by SMG.

10.3. The Automotive Category Exclusivity described in 10 2 shall apply to any and all future development at the COMPLEX.

11. Official Sponsor

11.1. **FORD** products shall be designated as the "The Official Vehicles" of the **Complex** and **Buildings**, and **STFD** shall have the exclusive right to refer to itself as such in advertising or promotional collateral.

12. STFD Financial Obligations

12.1. In consideration for the granting of the naming and advertising rights for the **Complex** and **Buildings** by **JEFFERSON** to **STFD, STFD** shall pay to **SMG**, as agent for **JEFFERSON**, the **Rights Fee** , payable as follows:

12.1.01. During 2004, the first year of the Agreement ("Year One"), **STFD** shall pay a Rights Fee of $220,000; $125,000 having already been paid and $95,000 payable within ten (10) days after this agreement is approved by Jefferson.. An additional payment of $30,000 dollars includes a sponsorship with the Young Men's Business League (YMBL), to cover sponsorship of the South Texas State Fair. Jefferson and SMG are not a party to the agreement and payment terms between YMBL and STFD.

12.1.02. In and for each succeeding year after Year One through December 15th, 2008, **STFD** shall pay a Rights Fee of $220,000 which Rights Fee shall be due and payable in equal quarterly installments on October 1, January 1, April 1 and July 1 of that year.

12.1.03. Any taxes on the above payments shall be the responsibility of **JEFFERSON** and/or **SMG**.

12.2. **Vehicle Commitment**: In addition to the cash payments, **STFD** will provide one (1) new sport utility vehicle, van or pick-up truck vehicle for **SMG's** use in every other year during the **Term** starting with 2004 models in the first year of this Agreement (Fourth quarter 2003). **SMG** will be responsible for providing its own insurance for the vehicle. Each vehicle furnished by **STFD** pursuant to this Agreement shall be surrendered to **STFD** in good condition, reasonable wear and tear excepted, when its replacement is delivered by **STFD** pursuant hereto or at the end of the Term hereof, as applicable. **SMG** agrees that no vehicles other than **FORD** vehicles shall be purchased or leased by **SMG** during the term of this Agreement for use in managing the operations of the **Complex**, subject to the guidelines of the Texas Local Government Code Chapter 262.

13. Marketing and Communications

13.1. Press Conference: **SMG** shall conduct a press conference in association with **STFD** upon approval by **JEFFERSON**, to announce the new name of the **Complex** and **Buildings.** This press conference will take place on-site at the **Complex** and will incorporate media, **SMG** and **JEFFERSON** representatives. The date and timing of this announcement will be coordinated between **SMG, JEFFERSON, STFD** and **FORD** and and will be kept confidential until that date.

13.2. Receptionist: All telephone operators and receptionists shall answer the phone using the **Complex** name prominently in their greeting. Additionally, any taped messages or recordings shall include the **Complex** name prominently. This includes overhead messages in the lobby and on-hold messaging.

13.3. Event Advertising: The **Complex Mark** and/or the **Building Marks** will be featured in all event-related advertising for events occurring at the **Complex**. This will include television, radio, print, and outdoor media buys placed by promoters and show organizers and it will be a requirement of the promoter to use the **Complex Mark** and/or the **Complex Logo** in the promotion of an event. All **SMG** generated advertising will prominently feature the **Complex Mark**. While exact application will vary event-by-event, all reasonable maximum exposure issues will be addressed on an event-by-event basis.

13.4. Marketing and Public Relations: **SMG** will publicize **STFD's** involvement in the **Complex** locally, regionally and nationally through the media and trade publications at levels to be mutually agreed upon. This annual publicity generated by **SMG** will extend to national trade shows, industry meetings and general advertising of the facility. This includes any grand opening events that will not have occurred at the time of execution of this Agreement, anniversary campaigns and annual public relations, advertising, and publicity campaigns.

13.5. **FORD** and **STFD** Publicity: **FORD** and **STFD** shall have the right to publicize this relationship in media campaigns, internal and external publicity, and in market wide promotions.

13.6. Website: The Internet URL for the **Complex** website will be changed to include the **Complex Mark**, such as www.fordparktx.com. The **Complex Mark** will be prominently featured on the home page of the website with specific location and direct "links" to be determined and mutually agreed upon. **STFD** sales messages will be incorporated as "links" on the **Complex** website. **STFD** will add a reciprocal "link" to the **Complex** website on **STFD** websites.

14. Complex Mark and Complex Logo Placement

14.1. Employee Uniforms: Professional application of the **Complex Mark** on all employee and volunteer staff and management personnel uniforms. **The Complex Mark** will be featured on all **SMG** event day uniforms (caps, jackets and ID Badges, if applicable) of all employees, including but not limited to: ticket takers, ushers, security, concession staff, parking attendants, maintenance, and all **SMG** volunteer staff and management personnel.

14.2. General Correspondence: Application of **Complex Mark** and/or **Building Marks** will be prominently featured, or announced on all **Complex** press releases, stationary, business cards, publications, tickets (generated by **Complex** box office), website information, email communications, brochures, quarterly newsletters and internal and external promotional merchandise **SMG** generates.

14.3. Cups and Napkins: Application of **Complex Mark** and/or **Building Marks** will be prominently featured on all drinking cups sold to the public and napkins used at the **Complex**.

14.4. On-site Directional Signage: The **Complex Mark**, and **Building Marks,** where applicable, shall be displayed in association with the **Complex** on all **Complex** directional parking signs and directional walkway signs.

14.5. Highway and Street Signs: The **Complex Mark** shall be displayed in association with the **Complex** on all highway/directional signage, street signs, and walkways. This component is subject to all regulations specified by each individual agency (TXDOT, etc.). **SMG** is to provide the **Complex Mark,** the **Complex Logo,** the **Building Marks** and the **Building Logos** as approved by **FORD, SMG** and **STFD,** and will use all reasonable efforts to ensure proper "branding" in reference to the **Complex** and **Buildings** that make up the **Complex.**

15. Amphitheater Pavilion Name and Advertising Rights

15.1. Amphitheater Pavilion Name

15.1.01. During the term of the agreement, the **Ford Pavilion Mark** and the **Ford Pavilion Logo** shall be the exclusive identification of the amphitheater pavilion facility.

15.2. Amphitheater Pavilion Building Name Identifiers

15.2.01. Stagehouse Rear: **STFD** shall have the right to one (1), illuminated sign mounted to the rear facade of the amphitheater pavilion stage house building facing Interstate Highway 10, which shall contain the **Ford Pavilion Mark** and/or **Ford Pavilion Logo.** The approximate overall dimensions of this sign shall be: 22'H x 40'W.

15.2.02. Stagehouse Sides: **STFD** shall have the right to two (2), illuminated signs, which shall contain the **Ford Pavilion Mark** and/or **Ford Pavilion Logo,** mounted to the East and West facades of the amphitheater pavilion stage house building facing the East (Coca-Cola) plaza and West (Miller) plaza. The approximate overall dimensions of each sign shall be: 12'H x 20'W.

15.2.03. Roof Rear: **STFD** shall have the right to one (1) sign, which shall contain the **Ford Pavilion Mark** and/or **Ford Pavilion Logo,** mounted to the amphitheater pavilion roof grid facing the lawn seating area. The approximate overall dimensions of the sign shall be: 9'H x 12'W.

15.2.04. Box Office: **STFD** shall have the right to one (1) sign, which shall contain the **Ford Pavilion Mark** and/or **Ford Pavilion Logo,** mounted to the front facade of the amphitheater pavilion box office building above the ticket windows. The approximate overall dimensions of this sign shall be: 4'H x 9'W.

15.2.05. Entrance Gates: **STFD** shall have the right to one (1) sign, which shall contain the **Ford Pavilion Mark** and/or **Ford Pavilion Logo,** mounted to each of the two gate entrances.

15.3. Amphitheater Pavilion **STFD** Signage

15.3.01. Roof Sides: **STFD** shall have the right to two (2) signs mounted to the amphitheater pavilion roof grid facing the East (Coca-Cola) plaza and West (Miller) plaza. The approximate overall dimensions of each sign shall be: 9'H x 12'W.

15.3.02. Roof Beams: **STFD** shall have the right to two (2) illuminated signs mounted to the roof beams on the East and West sides of the amphitheater pavilion stage facing the seating area. The approximate overall dimensions of each sign shall be: 6'H x 4'W.

15.3.03. Concessions and Restrooms: **STFD** shall have the right to one (1) sign mounted to the exterior of each building facing the plaza or high traffic areas. The approximate dimensions of each sign shall be: 6'H x 8'W.

15.3.04. Video Boards: **STFD** shall have the right to one (1), sign mounted next to each of the video boards on the amphitheater pavilion roof grid facing the lawn seating area. The approximate overall dimensions of each sign shall be: 8'H x 12'W.

15.3.05 Light Poles: **STFD** shall have the right to four (4) light pole banner signs displayed in the East (Coca-Cola) plaza and West (Miller) plaza. The approximate overall dimensions of each banner sign shall be: 2'W x 4'H.

15.3.06. Merchandise Buildings: **STFD** shall have the right to one (1) sign mounted to the exterior of each of the two (2) merchandise buildings in the plaza areas. The approximate dimensions of each sign shall be: 3'H x 5'W.

15.3.07. The final size, location and specification of all signage is to be mutually agreed to by **SMG** and **STFD** and subject to the prior written approval of **FORD**.

15.4. Amphitheater Pavilion **STFD** Vehicle Displays

15.4.01. Displays: **STFD** will have the right to display two (2) vehicles in the amphitheater pavilion plazas, one in the East (Coca-Cola) plaza and one in the West (Miller) plaza.

15.4.02. "The "right" to the use of vehicle display space is included in this Agreement, but all costs associated with landscape re-design, build-out, and maintenance will be the responsibility of **STFD**, or designee."

15.4.03. **STFD** is responsible for any and all damages, vandalism, etc. to any vehicle on display, regardless of location.

15.5. Amphitheater Pavilion Electronic Messages

15.5.01. Video Spots: **STFD** shall have the right to four (4) :30 second video commercial spots programmed on the amphitheater pavilion's video system, to air prior to the performance and during intermission, if applicable.

15.5.02. All video spots are subject to final approval by **SMG** and the artist or their management.

15.5.03. All costs associated with the production of and the clearance rights pertaining to the video commercial spots is the responsibility of **STFD**. Video commercial spots to be supplied by **STFD** according to **SMG** requirements and submitted via a scheduled placement.

15.5.04. **STFD** will have the right to change the commercial spots at its discretion.

15.6. Amphitheater Pavilion **STFD** Tickets and Access

15.6.01. As a part of this Agreement, **SMG** shall provide **STFD** with a Box Seat License, which shall be effective for the Initial Term and any subsequent renewals of this Agreement, for three (3), four (4) seat VIP boxes (designated as boxes 4, 5 & 6) on the first tier of VIP boxes at the amphitheater pavilion to include a total of 16 tickets to all publicly ticketed events, 6 VIP parking passes and access to all amenities afforded to other VIP box holders in the amphitheater pavilion. It is understood that the cost of the boxes and the 16 tickets included are covered by the annual Rights Fee.

15.6.02. **STFD** shall have the right to purchase up to 50 additional tickets in prime seating areas to all publicly ticketed events in the amphitheater pavilion prior to public sale subject to promoter approval. Seating location for additional tickets to be best available at the time the order is processed.

15.7. Other Amphitheater Pavilion Signage

15.7.01. Should additional signage positions be identified by **SMG** on the public grounds of the amphitheater pavilion, **STFD** shall have first right of refusal on purchase of the available inventory, with **STFD** being responsible for all associated costs outlined by **SMG**.

16. Arena Naming and Advertising Rights

16.1. Arena Name

16.1.01. During the term of the agreement, the **Ford Arena Mark** and the **Ford Arena Logo**, shall be the exclusive identification of the arena facility.

16.2. Arena Exterior Signage

16.2.01. Building Name Identifiers: **STFD** shall have the right to placement of up to four (4) rear-illuminated signs, which shall contain the **Ford Arena Mark** and/or **Ford Arena Logo,** incorporated on the upper exterior facade of the building to be positioned as follows: one (1) facing North towards Interstate Highway 10, one (1) facing East towards the softball fields, one (1) facing West towards the main parking lot, and one (1) facing South towards the midway festival grounds.

16.2.02. Exit Steps: **STFD** shall have the right to one (1) sign, which shall contain the **Ford Arena Mark** and/or **Ford Arena Logo,** mounted to the Arena main exit step façade facing the main parking lot and amphitheater pavilion.

16.2.03. Entrances: **STFD** shall have the right to one (1) fixed panel sign approximately 1'H x 10' W above the main entrance and one (1) fixed panel sign approximately 2'W x 5'H above the rear (VIP) entrance, which shall contain the **Ford Arena Mark** and/or **Ford Arena Logo.**

16.2.04. Box Office: **STFD** shall have the right to one (1) fixed panel sign, which shall contain the **Ford Arena Mark** and/or **Ford Arena Logo,** approximately 1'H x 10' W above the ticket/box office to be part of initial design and build-out. In addition, all exterior and interior box office, will call, or ticketing signage will reference the official facility name and/or logo.

16.3. Arena Interior Signage

16.3.01. Hockey Team exclusivity: Arena interior signage includes a "center ice package" purchased from the Arena's primary tenant, the Texas Wildcatters hockey team, by **SMG** in an agreement between **SMG** and Southeast Texas Hockey Partners, LLC, (dba Texas Wildcatters) dated August 28, 2003 for the purpose of utilization by the Arena naming rights sponsor. The "center ice package" includes product category exclusivity (as defined in Section 13.3.03 below) with respect to all hockey team advertising inventory, including but not limited to, on-ice advertising, dasherboards, players benches, ticketbacks, penalty boxes, PA announcements, team uniforms, program advertisements, radio/TV broadcast ad inventory, Zamboni advertising, and scoreboard advertising. It is understood by all **Parties** that the only exception to the exclusivity is an existing two year agreement between the Texas Wildcatters and Allen Samuels Dodge for one (1) on-ice logo located in the neutral zone.

16.3.02. Center Ice Package Advertising Inventory: The "center ice package" advertising inventory includes the center ice logo position for all hockey home games, one (1) 3' x 12' dasherboard sign, four (4) corporate season tickets located in the Glass Section of the Arena for all Texas Wildcatters regular season home games, one (1) logo patch on the Texas Wildcatters team uniforms for home games (excluding specialty jerseys used for themed nights), one (1) full-page color advertisement in the official Texas Wildcatters game program produced and distributed throughout the course of the season, and three (3) thirty-second commercial spots in every regular season radio broadcast.

16.3.03 Product Category Exclusivity: Exclusivity with respect to the Texas Wildcatters advertising inventory (referenced in Section 13.3.01.) shall be defined as no other vehicle brand, automotive dealership, automotive manufacturer, automotive financing or leasing company, automotive service and repair facility, and automotive part manufacturers, distributors and retailers, will be advertised, displayed or given any exposure in connection with the hockey team home games. Texas Wildcatters have the right to submit in writing a request for a sponsorship waiver on a case by case basis, with **STFD** having right of final approval and such approval not to be unreasonably withheld

16.3.04. Main Scoreboard: **STFD** shall have the right to one (1) backlit sign panel on the top fascia, above the arena facility's main scoreboard. The approximate copy area shall be: 20"H x 38'W.

16.3.05. Auxiliary Scoreboard: **STFD** shall have the right to one (1) backlit sign panel on the top fascia, which shall contain the **Ford Arena Mark** and/or **Ford Arena Logo,** above the arena's auxiliary scoreboard. The approximate copy area shall be: 5"H x 33'W.

16.3.06. Inside Corners: **STFD** shall have the right to four (4) rear-illuminated, signs, which shall contain the **Ford Arena Mark** and/or **Ford Arena Logo,** mounted in the Arena interior facing the bowl in the following locations: one (1) above the main entrance doors in the northwest corner, one (1) above the northeast restrooms, one (1) above the southeast restrooms, and one (1) above the southwest restrooms.

16.3.07. Tunnel Signage: Two (2) "tunnel" signs, which shall contain the **Ford Arena Mark** and/or **Ford Arena Logo,** above the entrances to the arena floor (to be viewed from the interior of the bowl).

16.3.08. Concourse: **STFD** shall have the right to ten (10) 7'H x 7'W rear illuminated advertising panels to be located throughout the Arena concourse. **STFD** and **SMG** will mutually determine the locations of these panels. **STFD** will pay all of the sign "face" (Plexiglas, or designated material) costs required to post this advertising.

16.3.09. **STFD** shall have the right to one (1), sign mounted above the main entrance stairway facing the Exhibition Hall lobby.

16.4. Arena Vehicle Displays

16.4.01. **STFD** has the right to place up to one (1) vehicle as part of a lobby display in the main entrance lobby of the arena.

16.4.02. All design and construction elements of this project will be determined by JEFFERSON, **SMG** and **STFD** and will be subject to construction restrictions, fire codes, and other safety issues.

16.4.03. **STFD** has the right to display vehicles in two (2) designated exterior locations on or around the main entrance area for the sole purpose of displaying vehicles. The exact location, space, and size of said locations will be determined by final landscape and plaza design, including comprehensive engineering, by mutual agreement of **SMG, JEFFERSON** and **STFD,**.

16.4.04 The "right" to the use of vehicle display space is included in this Agreement, but all costs associated with landscape re-design, build-out, and maintenance will be the responsibility of **STFD**, or designee.

16.4.05. **STFD** is responsible for any and all damages, vandalism, etc. to any vehicle on display, regardless of location

16.5. Arena Electronic Messages

16.5.01. Video Spots: A minimum of three (3) and up to four (4) :30 second broadcast commercials will run during each non-hockey event that the scoreboard video screens are utilized at the facility. Number of broadcast commercials to be positioned as follows: Pre-event (1), Intermission (i.e. quarter breaks, between periods, halftimes, set changes, etc.) (2) and post event (1). Production expenses related to the development of :30 second commercials to be supplied by **STFD** according to **SMG** requirements and submitted via a scheduled placement.

16.5.02. **SMG** shall be responsible for all maintenance and programming of these video boards, monitors and related systems.

16.6. Arena VIP Club Lounge

16.6.01. **STFD** shall have the right to name the VIP Club Lounge area located in the Arena. The name and logo is subject to the prior written approval of **FORD, SMG and JEFFERSON**

16.6.02. During the term of the agreement, the name and logo shall be the exclusive identification of the VIP Club.

16.7. Arena Tickets and Access

16.7.01. Executive Suite: As a part of this Agreement, **SMG** shall provide **STFD** with a -Suite License which shall be effective for the Initial Term and any subsequent renewals of the Agreement. Such License shall allow for one (1) Executive Suite (designated as Suite #4) with twelve (12) seats in the Arena. The Suite license includes twelve (12) suite tickets for all public arena events and all other Executive Suite amenities. It is understood that the cost of the suite and the twelve (12) suite tickets are covered by Annual Rights Fee.

16.7.02. The Suite will be "finished out" per existing contractor specifications, - complete with furniture, wall coverings, carpet, cabinets, countertops, and other finishes as

designated by contractor. The costs of the Suite furnishing per existing contractor specifications will be the responsibility of **SMG**. Any changes, additional furnishings or customization of the Suite by **STFD**, shall be at **STFD's** expense and shall be subject to the prior written approval of **SMG**.

16.7.03. **STFD** shall have the right to purchase up to 4 additional tickets for the Executive Suite to all publicly ticketed events.

16.8. Other Arena Signage

16.8.01. Should additional signage positions be identified by **SMG** in the interior of the Arena, **STFD** shall have first right of refusal on purchase of the available inventory, with **STFD** being responsible for all associated costs outlined by **SMG**.

17. Exhibition Hall Naming and Advertising Rights

17.1. Exhibition Hall Name

17.1.01. During the term of the agreement, the official **Ford Exhibit Hall Mark** and the **Ford Exhibit Hall Logo** shall be the exclusive identification of the exhibition hall facility.

17.2. Exhibition Hall Name Identifiers

17.2.01. Main Building: **STFD** shall have the right to one (1) illuminated sign, which shall contain the **Ford Exhibit Hall Mark** or the **Ford Exhibit Hall Logo,** mounted to the building exterior facing Interstate Highway 10 and one (1) illuminated sign, which shall contain the **Ford Exhibit Hall Mark** or the **Ford Exhibit Hall Logo,** mounted above the main entrance doors facing the main parking lot. The approximate overall dimensions of this sign shall be: 9'H x 12'W.

17.3. Exhibition Hall STFD Signage

17.3.01. Roof Sides: **STFD** shall have the right to two (2), rear-illuminated signs mounted to walls of the main entry corridor.

17.3.02. Concessions and Restrooms: **STFD** shall have the right to one (1) sign mounted to the exterior of each building facing the plaza or high traffic areas. The approximate dimensions of each sign shall be: 6'H x 8'W.

18. Softball Fields Naming and Advertising Rights

18.1. Softball Fields Name

18.1.01. During the term of the agreement, the **Ford Fields Mark** and the **Ford Fields Logo** shall be the exclusive identification of the softball fields facility.

18.2. Softball Fields Name Identifiers

18.2.01. Main Building: **STFD** shall have the right to one (1), illuminated sign, which shall contain the **Ford Fields Mark** or the **Ford Fields Logo**, mounted to the roof of the softball fields main entrance facing the parking lot and Interstate Highway 10. The approximate overall dimensions of this sign shall be: 9'H x 12'W.

18.2.02. Outfield Fences: **STFD** shall have the right to one (1) sign, which shall contain the **Ford Fields Mark** or the **Ford Fields Logo,** mounted to the fence of each building facing the plaza or high traffic areas. The approximate dimensions of each sign shall be: 6'H x 30'W.

18.2.03. Main Building Rear: **STFD** shall have the right to one (1) sign, which shall contain the **Ford Fields Mark** or the **Ford Fields Logo,** mounted to the main entrance building roof facing the plaza area. The approximate overall dimensions of the sign shall be: 3'H x 12'W.

18.2.04. Ticket Office: **STFD** shall have the right to one (1) sign, which shall contain the **Ford Fields Mark** or the **Ford Fields Logo,** mounted to the front facade of the building above the ticket windows. The approximate overall dimensions of this sign shall be: 24"H x 24"W.

18.2.05. Entrance Gates: **STFD** shall have the right to one (1) sign, which shall contain the **Ford Fields Mark** or the **Ford Fields Logo,** mounted to each of the two entrance gates. The approximate overall dimensions of each sign shall be: 24"H x 24"W.

18.3. Softball Fields STFD Signage

18.3.01. Roof Sides: **STFD** shall have the right to two (2), rear-illuminated signs mounted to walls of the main entry corridor.

18.3.02. Concessions and Restrooms: **STFD** shall have the right to one (1) sign mounted to the exterior of each building facing the plaza or high traffic areas. The approximate dimensions of each sign shall be: 6'H x 8'W.

18.4. Softball Fields **STFD** Vehicle Displays

18.4.01. Displays: **STFD** will have the right to display two (2) vehicles in the softball fields plaza.

18.4.02. "The "right" to the use of vehicle display space is included in this Agreement, but all costs associated with landscape re-design, build-out, and maintenance will be the responsibility of **STFD**, or designee.")

18.4.03. **STFD** is responsible for any and all damages, vandalism, etc. to any vehicle on display, regardless of location.

19. Midway Festival Grounds Naming and Advertising Rights

19.1. Midway Festival Grounds Name

19.1.01. During the term of the agreement, the **Ford Midway Mark** and **Ford Midway Logo** shall be the primary identification of the midway and festival grounds. It is understood that YMBL will have signage at the main entrance gate and possibly other areas identifying the midway as Home of the YMBL's South Texas Fair.

19.2. Midway Festival Grounds Name Identifiers

19.2.01. Practice Arena: **STFD** shall have the right to one (1), illuminated sign, which shall contain the **Ford Midway Mark or the Ford Midway Logo,** mounted to the structure of the practice arena facing (west) toward the midway festival grounds area.

19.2.02. Agricultural Barn: **STFD** shall have the right to one (1) sign, which shall contain the **Ford Midway Mark or the Ford Midway Logo,** mounted to the Agricultural Barn building facing (west) toward the midway festival grounds area.

19.2.03. Midway: **STFD** shall have the right to one (1) sign, which shall contain the **Ford Midway Mark or the Ford Midway Logo,** mounted to each of the two light poles located in the midway festival grounds area.

19.2.04. Entrance Gates: If applicable, **STFD** shall have the right to one (1) sign, which shall contain the **Ford Midway Mark or the Ford Midway Logo,** mounted to the midway festival grounds entrance gate.

19.3. Midway Festival Grounds **STFD** Vehicle Displays

19.3.01. Static Displays: **STFD** will have the right to display two (2) vehicles in the midway festival grounds midway in prominent or high traffic areas.

19.4. Midway Festival Grounds Booth Space

19.4.01. Static Displays: **STFD** will have the right to one (1) 20' x 20' booth space for displays, interactive exhibits and on-site promotions in the midway festival grounds in a prominent or high traffic area.

20. Other Advertising Rights

20.1. Marquee

20.1.01. During the term of the Agreement, the **Complex Logo** will have the premium position on the **Complex's** marquee sign to be located on the front of the property adjacent to Interstate Highway 10 The marquee dimensions shall be approximately 57'H x 26'W. Ford logo dimensions shall be approximately: 6'H x 14'W. (See attached diagram.)

21. Signage and Associated Costs

21.1.01. In accordance with all city and state sign ordinances, the maximum sizes and specifications of signs shall be incorporated into the main sign positions on the upper exterior facade of the buildings. All potential sign positions shall be reviewed and approved by **SMG, JEFFERSON** and **STFD.**.

21.1.02. All creative and design elements (banners, pictures, etc.) are the responsibility of **STFD**, or designee

21.1.03. All design and construction elements to be determined by **SMG** and **STFD Parties** and will be subject to construction restrictions, fire codes, and other safety issues.

21.1.04. **SMG** will pay up to 170,000.00 of the construction costs related to complete the execution and placement of the **Complex Mark** and **Complex Logo** signage and/or the **Building Marks** and/or **Building Logo** signage. Purchasing of signage and construction costs related to signage will be subject to the Texas Local Government Code Chapter 262. The construction costs of up to $170,000 will be submitted in line item costs to the STFD for approval.

21.1.05. The aforementioned monies for construction will be applied to all build-out, hardware, electrical, engineering, demolition, reconstruction, additional wiring and other structure requirements of the mutually agreed to signage.

21.1.06. Any costs above the $170,000 will be the responsibility of **STFD,** subject to the prior written approval of **STFD** of any such incremental construction costs before they are incurred, and subject to the understanding that there will be three bids to do the construction. **SMG** shall advise **STFD** of the bid results and **JEFFERSON** shall award the contract to the lowest bidder unless **SMG** recommends that another bid be accepted and **STFD** consents in writing.

21.1.07. A separate addendum will include line item costs to and by **SMG** for this project.

21.1.08. **SMG** and **JEFFERSON** will not design or install additional exterior signage on the façade of the **Complex** that compromises the identification of the **Complex,** or diminishes primary exposure for **STFD** and **FORD.**

21.1.09. **STFD** will receive the right of first negotiation and the right of first refusal on any additional exterior signage added to the Buildings over the duration of the Agreement.

21.1.10. Any and all costs associated with the hardware and/or physical structures (sign boxes, scoreboards, marquees, directional signs, wiring, brick and mortar and maintenance) shall be the responsibility of **SMG**. Upon completion of the installation of signage containing the **Complex Mark** or the **Complex Logo** and the **Building Marks** or the **Building Logos** as outlined in the Agreement, the **JEFFERSON** and **SMG** shall maintain suchsignage in accordance with the same maintenance standards applied to the overall **Complex** and **Buildings** as an operating expense of the **Complex**.

21.1.11. **SMG** and **JEFFERSON** must approve all additions and subtractions from the original building plans in connection with such modifications, and all costs of such modifications shall be the responsibility of **STFD** and approved in writing by all parties in advance

21.1.12. **STFD** retains the right to utilize its approved vendor(s) of choice to design, create, install, and access its creative elements and vehicle displays.

21.1.13. **STFD** shall pay the costs and expenses incurred by the **JEFFERSON** in connection with the removal of the **Complex Mark** or **Complex Logo**, located on the exterior of the **Complex** and the **Building Marks** or **Building Logos** located on the exterior of the **Buildings**upon termination of the Agreement, upon the expiration of the **Initial Term** (or any extension or renewal of such term) or upon termination of the Agreement by **JEFFERSON** as a result of default by **STFD**. **JEFFERSON** shall pay the costs and expenses incurred in connection with the removal of all signage containing the **Complex Mark** or **Complex Logo**, and the **Building Marks** or **Building Logos**, if this Agreement terminates as a result of default by the **JEFFERSON**.

21.1.14. **SMG** will be responsible for all maintenance related to STFD signage.

22. Business Opportunities

22.1. VIP Club Use: STFD shall have the right to use the arena's VIP Club lounge area for twelve (12) private functions in each year of the Agreement at no rental cost. **STFD** will be responsible for any expenses incurred by SMG, including but not limited to cleaning, catering, staffing, and other equipment, less a 10% discount of standard published rates. This space will be made available to STFD, subject to advance notice and availability. STFD will have the opportunity and the right to have additional functions at a negotiated set cost.

22.2. Arena Events – STFD shall have the right to use the public areas in the facilities for three (3) annual events by STFD, or **FORD**, for internal events at no rental cost. STFD will be responsible for any expenses incurred by SMG, including but not limited to changeover,

cleaning, catering, staffing, and other equipment, less a 10% discount of standard published rates. This space will be made available to STFD, subject to advance notice and availability. STFD will have the opportunity and the right to have additional functions at a negotiated set cost.

22.2 Operating Standards

SMG agrees, in order to enhance and protect **FORD's** goodwill embodied in the **Ford Marks**, to operate the **Complex** in a manner consistent with the operation of first-class facilities similarly situated to the **Complex** and containing similar amenities. Subject to the terms of this Agreement, **SMG** shall have the exclusive right to select and designate qualified third parties as **Complex** sponsors or advertisers; provided, **SMG** shall use its best efforts to ensure any such designations will not disparage or place in disrepute **FORD**, its businesses, or its business reputation and will not adversely affect or detract from **FORD's** goodwill. If **SMG** becomes aware through **SMG's** actual knowledge or written notice from **FORD** or **STFD** that a third-party sponsor or advertiser has disparaged **FORD** by actions or remarks in connection with such third party's use of the **Complex, SMG** shall use its best efforts to discourage, halt and prevent ongoing and future disparagement by such **Party.**

23. Indemnification

23.1 SMG, STFD and FORD shall indemnify and hold harmless each other **Parties** and their respective subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any loss, liability, damage, cost and/or expense (including reasonable attorneys' fees) arising from or in connection with (i) the material breach by SMG, STFD or FORD of such **party's** performance of its obligations under this Agreement; and (ii) the acts or omissions of SMG, STFD and FORD or the acts or omissions of **their** respective subsidiaries or affiliates and their respective directors, officers, employees, agents and representatives, related to any matters covered by this Agreement.

23.2 **FORD** shall indemnify and hold harmless SMG and STFD and their respective subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any loss, liability, damage, cost and/or expense (including reasonable attorneys' fees) arising from or in connection with any third party claims arising from the approved use of the **Ford Marks, Complex Mark, Complex Logo, Building Marks and/or Building Logos.**

23.3 **SMG** shall defend, indemnify and hold harmless **STFD** and **FORD** and their respective subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any loss, liability, damage, cost and/or expense (including reasonable attorneys' fees) arising from or in connection with any claims of bodily injury, including death, or property damage arising from any event at the **Complex, with exception to Events, as defined in paragraph 22.1 and 22.2, for which STFD and Ford will be subject to the same standard SMG event license agreement except for the rental fee.**

23.5. The provisions of this Section 22 shall survive the expiration or earlier termination of this agreement.

24. Insurance

24.1. Without cost to **STFD** or **FORD, SMG and JEFFERSON** shall maintain insurance throughout the term that protects **STFD, FORD** and their respective officers, directors, subsidiaries and related companies against any and all liability arising in connection with any activity by **SMG** and **JEFFERSON** at the **Complex**.

24.2. Initial Coverage. **SMG** and **JEFFERSON** shall maintain in full force and effect continuously throughout the term of this Agreement from such companies as are acceptable to **FORD** and listed in the most current "Best's Insurance Guide" as possessing a minimum policy holders rating of "A-" (Excellent) and a financial category no lower than "VI" ($25,000,000 to $50,000,000 of adjusted policy holders surplus). The following insurance shall cover **SMG's** and **JEFFERSON'S** activities under this Agreement whether such activities be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) Workers' Compensation Insurance with statutory limits or a State Certificate of self-insurance and Employer's Liability coverage with limits of not less than $1,000,000 per occurrence. (b) Commercial General liability insurance written on an occurrence basis with a combined single limit of at least Five Million Dollars ($5,000,000) and shall include but is not limited to a broad form contractual liability endorsement and a broad form property damage endorsement covering bodily injury including death, personal injury, and property damage, (c) Automobile Liability insurance covering all owned, hired and non-owned vehicles with limits of not less than $3,000,000 combined single limit per occurrence.

With the exception of Workers' Compensation, each insurance policy above and any excess or umbrella policy carried by **SMG** and **JEFFERSON** with additional limits than those specified above must(i) name **STFD** and **FORD** as additional insureds under the policies, (ii) provide that they may not be canceled, terminated, reduced, altered or changed or allowed to expire without renewal unless at least thirty (30) days advance notice has been given to **STFD** and **FORD**, (iii) contain a waiver of the insurer's rights of subrogation, and (iv) be endorsed to state that the policies will be primary to **STFD's** and **FORD's** insurance and shall not be excess to or call into contribution any insurance maintained by **STFD** or **FORD**.

24.3. Evidence of Coverage. Upon written request, **SMG and JEFFERSON** shall furnish **STFD** and **FORD** with a current certificate of insurance or a redacted policy evidencing the existence of the insurance required under this paragraph 23.1.

24 4. User Insurance. To the extent **SMG and JEFFERSON** require that any user of the **Complex** name **JEFFERSON and/or SMG**, as additional insureds under any policy of

insurance maintained by such user, **SMG and JEFFERSON** will also require that **STFD** and **FORD** be named as such additional insureds.

25. Default and Remedies

25.1. Default. A **Party** shall be in default under this agreement if:

(i) such **Party** shall default in the performance or fulfillment of any covenant or condition contained herein on its part to be performed or fulfilled, (with the exception of default in payment by STFD as provided in the following subsection (iv)), and such **Party** shall fail to commence a cure thereof within ten (10) business days after such **Party** has been served with written notice of such default or thereafter fails to diligently prosecute such cure within a reasonable time.

(ii) such **Party** makes a general assignment for the benefit of creditors, takes the benefit of any insolvency act or files a voluntary petition in bankruptcy;

(iii) an involuntary petition in bankruptcy is filed against such Party or a receiver or trustee is appointed for such **Party's** property and such filing or appointment is not dismissed within ten (10) days; or

(iv) if STFD defaults in the making of any payment required within ten (10) days of the scheduled payment date as outlined in Section 12.1 and SMG has given STFD a ten (10) day notice under this agreement and said ten (10) days have elapsed and such payment remains due and payable.

25.2. Termination.

(i) Upon a default pursuant to Section 24.1. hereof which has not been cured within the applicable period, the non-defaulting **Party** may, at its option, upon twenty (20) days prior written notice or demand upon the defaulting **Party** (which notice shall be in addition to the time for the cure set forth in Section 24.1. hereof), in addition to any other rights or remedies it may have hereunder, cancel and terminate this agreement with no further obligation to the defaulting **Party** hereunder.

(ii) No termination of this agreement on account of a default shall be or become effective by operation of law or otherwise, unless and until the non-defaulting **Party** shall have given such written notice to the defaulting **Party**.

25.3. The enforceability, in whole or in part, of any of the remedies made available in this Section 24 shall not affect or limit any **Party's** right to any of the remaining remedies available to any of the **Parties** to the extent that they are not inconsistent with the provisions of this Agreement.

26. Notice and Options

Any notice provided for by this Agreement or by law to be given, served, or exercised by or upon **SMG, JEFFERSON, STFD** or **FORD** may be given or served by (1) delivering the same by hand delivery, or (ii) depositing the same in the United States mails, postage prepaid, return receipt requested, or (iii) delivery of the same by overnight express mail service addressed to·

To **SMG**

SMG
5115 IH-10 South
Beaumont, TX 77705

To **JEFFERSON**

Jefferson County
Jefferson County Judge
1149 Pearl, 4th Floor
Beaumont, Texas 77701

To **STFD.**

823 Congress, Suite 1300
Austin, TX 78701

To **FORD·**

Mark Sparschu
Chief Trademark Counsel
Ford Global Technologies, LLC
Suite 600 East
One Parklane Boulevard
Dearborn, MI 48126

Any notice or notices given by (i) hand delivery shall be deemed delivered upon receipt, (ii) overnight express mail service shall be deemed delivered one business day after being sent, and (iii) U S Mail shall be deemed delivered three (3) days after mailing

27. Force Majeure

The rights and obligations of the **Parties** to this Agreement shall be subject to delays or cancellations caused by fire, accident, acts of God, orders of any military, civil, or governmental authority or other cause beyond the reasonable control of the parties (collectively "Force

Majeure"), and, should such event or events occur from time to time, the rights or obligations of the **Parties** affected thereby, if any, shall be continued for a period equal to the period resulting from such delay or suspension.

28. Nondiscrimination

The **Parties** agree that in its hiring, firing and promotion practices it will not discriminate on the basis of race, color, religion, national origin, gender, age, sexual orientation, marital status or military status.

29. Miscellaneous

a. Texas Law. This Agreement shall be deemed to be made and shall be construed in accordance with the law of the State of Texas.

b. Cooperation; Standards; Mediation.

(i) The **Parties** desire to cooperate with each other in the management and operation of the **Complex** pursuant to the terms hereof. In keeping with this cooperative spirit and intent, any dispute arising hereunder will first be referred to the **Parties'** respective agents or representatives prior to any **Party** initiating a legal suit, who will endeavor in good faith to resolve any such disputes within the limits of their authority and within forty-five (45) days after the commencement of such discussions. If, and only if, any dispute remains unresolved after the **Parties** have followed the dispute resolution procedure set forth above, the matter will be resolved pursuant to Section 29(b)(ii) and (iii) below.

(ii) If any dispute between the Parties has not been resolved pursuant to Section 29(b)(i) above, the Parties will endeavor to settle the dispute by mediation under the then current Center for Public Resources ("CPR") model procedure for mediation of business disputes or, if such model procedure no longer exists, some other mutually agreeable procedure. Within ten (10) business days from the date that the parties cease direct negotiations pursuant to Section 28 (b)(i) above, the Parties shall select a neutral third party mediator.. Each **Party** will bear its own cost of mediation, provided, however, the cost charged by any independent third party mediator will be borne equally by the parties.

(iii) The **Parties** agree that any mediation proceeding (as well as any discussion pursuant to Section 29(b)(i) above) will constitute settlement negotiations for purposes of the federal and state rules of evidence and will be treated as non-discoverable, confidential and privileged communication by the parties and the mediator. No stenographic, visual or audio record will be made of any mediation proceedings or such discussions. All conduct, statements, promises, offers and opinions made in the course of the mediation or such discussion by any **Party**, its agents, employees, representatives or other invitees and by the mediator will not be discoverable nor admissible for any purposes in any litigation or other proceeding involving the parties and will not be disclosed to any third party.

(iv) The **Parties** agree that this mediation procedure will be obligatory. In the event that any **Party** refuses to adhere to the mediation procedure set forth in Section 29(b), the other **Parties** may bring an action to seek enforcement of such obligation in any court of competent jurisdiction located in Jefferson County, Texas.

(v) The **Parties'** efforts to reach a settlement of any dispute will continue until the conclusion of the mediation proceeding. The mediation proceeding will be concluded when: (i) a written settlement agreement is executed by the parties, or (ii) the mediator concludes and informs the parties in writing that further efforts to mediate the dispute would not be useful, or (iii) the parties agree in writing that an impasse has been reached. Notwithstanding the foregoing, any **Party** may withdraw from the mediation proceeding without liability therefore, and the mediation will be deemed concluded in the event such proceeding continues for more than forty-five (45) days from the commencement of such proceeding. For purposes of the preceding sentence, the proceeding will be deemed to have commenced following the completion of the selection of a mediator as provided in Section 29(b)(ii).

(vi) If any dispute has not been resolved pursuant to the foregoing, any **Party** can initiate litigation. The procedures specified in this Section 28 shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement, provided, however, that a **Party** without prejudice to the above procedures, may file a complaint to seek a preliminary injunction or other provisional judicial relief, if in its sole discretion such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified in this Section 29.

(vii) All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified n this Section 29 are pending. The parties will take such action, if any, required to effectuate such tolling. Each **Party** shall be required to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances.

c. Singular and Plural. Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.

d. No Third Party Beneficiary. Except as specifically otherwise stated herein, this Agreement is solely for the benefit of the **Parties** hereto and no third party shall be entitled to claim or enforce any rights hereunder.

e. Counterparts. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document.

f. Severability. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts thereof were omitted.

g. Assignment. This Agreement may not be assigned or transferred in whole or in part without the prior written consent of all the Parties.

30. Contract Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of a Party by any court, arbitrator, mediator or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision. If any words or phrases in the Agreement shall have been stricken or otherwise eliminated, whether or not any words or phrases have been added, this Agreement shall be construed as if the words so stricken or eliminated were never included in this Agreement and no implication or reference shall be drawn from the fact that said words or phrases were so stricken or eliminated.

31. Termination or Transfer of Management Contract

A termination or transfer of the Management Agreement between **SMG** and **JEFFERSON** shall not affect the validity of this Agreement between JEFFERSON, STFD and FORD, however JEFFERSON shall be responsible for fulfillment of the obligations of SMG. The Parties agree to execute an Amendment to this Agreement in the event of a termination or transfer of the Management Agreement and the new management agent shall be obligated to comply with the terms and conditions of this Agreement.

32. Enjoyment of Rights by FORD

It is agreed that **STFD** may, in their discretion, choose to allow **FORD** to share in the exercise of all rights and privileges set forth in this Agreement (for example, by running a **FORD** commercial on the scoreboard, or by allowing **FORD** personnel to utilize tickets to the Suite).

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the day and year first above written.

SMG

By: _____
F. Roger Newton
General Manager

JEFFERSON COUNTY, TEXAS

By: _____
Carl R. Griffith, Jr.
County Judge

SOUTH TEXAS FORD DEALERS
ADVERTISING FUND, INC

By: _____

FORD MOTOR COMPANY

By: _____

District Attorney's Office

By: _____
Tom Rugg

REVIEWED AND APPROVED
AS TO FORM

6-25-04

TOM RUGG — DATE
FIRST ASSISTANT
CIVIL DIVISION

Advertising Agency
JWT, USA
11700 Old Katy Road, Suite 1320
Houston, Texas 77079
(281) 920-6464
(281) 920-6465 Fax

Administration
South Texas FDAF Inc.
823 Congress Avenue, Suite 230
Austin, Texas 78701
(512) 479-0425
(512) 495-9031 Fax

BEST IN TEXAS

December 14, 2007

TO: SMG MANAGEMENT AND JEFFERSON COUNTY

FROM: KRIS BETKER, JWT HOUSTON, SOUTH TEXAS FORD DEALERS

RE: FORD PARK RENEWAL

Pursuant to the initial contract and agreement between the South Texas Ford Dealers, and SMG Management and Jefferson County, please accept this as the South Texas Ford Dealer's written notice to extend the terms of the agreement upon the same terms and conditions as contained in the initial agreement *except for the financial terms*. Also as reflected by Paragraph 3.1, the financial terms must be mutually agreed upon no later than 120 days from today, December 14, 2007.

Kris Betker
JWT Houston
Account Representative – South Texas Ford Dealers
O: 281.920.6469
C: 713.376.8684
kristopher.betker@jwt.teamdetroit.com

Advertising Agency
JWT, USA
11700 Old Katy Road, Suite 1320
Houston, Texas 77079
(281) 920-6464
(281) 920-6465 Fax

Administration
South Texas FDAF Inc.
823 Congress Avenue, Suite 230
Austin, Texas 78701
(512) 479-0425
(512) 495-9031 Fax

BEST IN TEXAS

From: Kris Betker – JWT Houston, on behalf of the South Texas Ford Dealers

April 3, 2008

To: Judge Ron Walker – County Judge, Jefferson County

Re: South Texas Ford Dealers' – Ford Park Naming Rights

The South Texas Ford Dealers value their relationship with Jefferson County, Ford Park, and SMG. Local community involvement is of utmost importance and value to Ford on both a National and Local level with Beaumont, Jefferson County and the surrounding areas obviously included. As such, our relationship with Ford Park is one the South Texas Ford Dealers appreciate and wish to continue.

However, after nearly four and a half years into the Ford Park Naming Rights Agreement, and with the current contract expiring in approximately 8 months, there are still uncertainties about Ford Park and its performance. There have been various ups and downs since the Park's inception: we have dealt with negative press, hurricanes and less than optimal attendance figures. On the other hand, we have seen top performers at the Park, extremely successful State Fairs, and other great opportunities for Ford to show off their vehicles. We are proud to have the Ford name on such a first-class, one-of-a-kind facility.

During the time of our relationship, much has changed at Ford and with the South Texas Ford Dealers. Ford sales, and therefore our Regional Advertising budget which funds the Ford Park sponsorship, are both less now than when the initial contract was signed. This has caused the Ford Park Naming Rights Agreement to be a larger portion of our budget. Due in part to this, every advertising and promotional dollar is being examined and evaluated more thoroughly than ever. In addition, attendance has been less than originally projected, with fewer big name performers, shows and events at Ford Park. We do not feel that approximately 60% of the entire annual attendance should walk through the gates only during the 10 days of the State Fair.

Given the above concerns, and after thorough promotional and media valuations, the South Texas Ford Dealers want to continue their sponsorship of Ford Park and are offering to do so at a net annual Rights Fee of $140,000, due in equal quarterly installments to SMG/Ford Park for the first year of this new agreement (2009), and at a net annual Rights Fee of $155,000 due in equal quarterly installments for the four (4) following years (2010-2013). Additional payments to the YMBL for sponsorships of the State Fair and Rodeo will be handled separately between the YMBL and the South Texas Ford Dealers, and have no effect on the above offered Rights Fee. The South Texas Ford Dealers request a renewed five (5) year contract as the current contract states, but would like to amend this new contract with the option of our review after three (3) years.

On behalf of the South Texas Ford Dealers,

Kris Betker

CC: Commissioner Everette "Bo" Alfred – Commissioner of Precinct 4, Jefferson County
Jeff Branick – Attorney to Judge Ron Walker, Jefferson County
John Hughes – SMG/Ford Park
Joe Romano – SMG/Ford Park
David Self – David Self Ford, FDAF Director
Bob Thewman – Philpott Motors, FDAF Director
John Savickis – JWT Houston
David Caldwell – JWT Dallas

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South Texas FDAF Inc.
823 Congress Avenue, Suite 230
Austin, Texas 78701
(512) 479-0425
(512) 495-9031 Fax

BEST IN TEXAS

From: Kris Betker – JWT Houston

April 16, 2008

To: John Hughes

Re: South Texas Ford Dealers' – Ford Park Naming Rights Agreement Amendment

Please find Amendments to Section 2.1 and Section 3.1 of the South Texas Ford Dealers, SMG Management and Jefferson County Ford Park Naming Rights Agreement for clarification on terms, review and renewal language.

2. Term.

2.1. The term of this Agreement shall be five (5) years commencing upon the 15th day of December, 2008, and ending at midnight of the 14th day of December, 2013. STFD will have the option to review the Agreement not later than the 32 months, but not earlier than 36 months, prior to the end of the term.

3. Renewal and Review Options.

3.1. STFD shall have the option, upon written notice to JEFFERSON, exercisable not later than 32 months, but not earlier than 36 months, prior to the end of the term, to review the Naming and Advertising Rights Agreement for the remaining two (2) years upon the same terms and conditions as contained in this Agreement. As a condition of such review, the same terms and conditions must be acceptable to STFD and must be conveyed with a second written notice of acceptance or Agreement conclusion, no later than 120 days from the date of first written notice exercising STFDs option to review. In the event STFD no longer agrees on terms, STFD will have no more financial responsibility to JEFFERSON after 24 months prior to the end of this Agreement, and JEFFERSON shall have no further obligations to STFD whatsoever, provided however, that any new Naming and Advertising Rights Agreement with another party will not commence until later than 24 months prior to the end of this Agreement.

3.2. STFD shall have the option, upon written notice to JEFFERSON, exercisable not later than 12 months prior to the end of the Initial Term, to extend the term of the Agreement for an additional five (5) years upon the same terms and conditions as contained in this agreement except for financial terms. As a condition of such extension, the financial terms of such extension must be mutually acceptable to STFD and JEFFERSON and must be agreed to by all parties in a signed agreement, no later than 120 days from the date of notice exercising STFD's option to renew (or within such additional time as may be mutually agreed upon by the Parties). In the event the Parties are unable to agree on terms within the specified period of time to negotiate, JEFFERSON shall have no further obligation to STFD whatsoever, provided however, that any new Naming and Advertising Rights Agreement with another party will not commence until the end of the Initial Term of this Agreement.

3.3. JEFFERSON shall not enter into any new Naming and Advertising Rights Agreement with another party which would contain terms and conditions materially different from the terms last offered to STFD and refused by STFD, unless JEFFERSON has provided STFD with written notice of the terms offered to such party and STFD has either failed to agree to enter into a new Naming Rights Agreement on such terms or has failed to respond to JEFFERSON's notice within sixty (60) days of the JEFFERSON giving such notice to STFD.

We look forward to a continued relationship and success for all Parties involved.

Best Regards,

Kris Betker

CC: Jeff Branick – Attorney to Judge Ron Walker, Jefferson County
John Savickis – JWT Houston

Advertising Agency
JWT, Retail First
1001 Fannin Street, Suite 500
Houston, Texas 77002
713.655.3660 Main
713.655.3661 Fax

Administration
South Texas FDAF Inc.
823 Congress Ave., Suite 230
Austin, TX 78701
(512) 479-0425
(512) 495-9031 Fax

BEST IN TEXAS

August 20, 2013

From: John Savickis – VP, JWT RetailFirst Houston

To: John Hughes – General Manager, Ford Park

RE: Ford Park Naming Rights Extension

The South Texas Ford Dealers value their partnership with Jefferson County, Ford Park, and SMG. Local community involvement continues to be an important value to us in the Beaumont/Pt. Arthur DMA. As such, our relationship with Ford Park is one the South Texas Ford Dealers appreciate and hope to continue.

With our current agreement ending on December 14th, 2013, the South Texas Ford Dealers would like extend the current agreement from December 15, 2013 and end at midnight on March 31, 2017, with the additional amendment listed below, at the same net annual rights fee of $167,000 due in equal quarterly installments to SMG/Ford Park.

16.7 Arena Tickets and Access

16.7.01 Such License shall allow for two (2) Executive Suites (designated as Suite #4 & Suite #2) in the Arena. The Suite license includes fourteen (14) tickets to Suite #4 and fourteen (14) tickets to Suite #2, a total of twenty-eight (28) tickets, for all publicly ticketed Arena events and all other Executive Suite amenities. Two additional tickets to each suite may be purchased at the price set forth for each event.

Additional payments to the YMBL for sponsorships of the State Fair and Rodeo will be handled separately between the YMBL and the South Texas Ford Dealers, and have no effect on the above Rights fee mentioned.

Agreed and Accepted on behalf of the South Texas Ford Dealers Advertising Association Board of Directors,

John Savickis

Agreed and Accepted acting as agent behalf of Jefferson County, Texas,

John Hughes

CC: David Self, David Self Ford, FDAF Executive Committee
Drew Donalson, Silsbee Ford, FDAF Director
Patti King, Energy Country Ford, FDAF Director
Katy Dunn, JWT RetailFirst Houston

Additional $12,000 from 2013 contract Price.
(2) suites

South Texas Ford Dealers Adverti

AMENDMENT TO NAMING AND ADVERTISING RIGHTS AGREEMENT

This Amendment to Naming and Advertising Rights Agreement (the "**Amendment**") is dated February 23, 2018 and is among (1) Jefferson County Texas, a political subdivisions of the State of Texas ("**Jefferson**"), (2) Global Spectrum, L.P. d/b/a Spectra Venue Management, a Delaware limited partnership ("**Spectra**") as agent on behalf of Jefferson,(3) South Texas Ford Dealers Advertising Fund, Inc., a Texas nonprofit corporation ("**STFD**"), and (4) Ford Motor Company, a Delaware Corporation ("**Ford**").

BACKGROUND

1. SMG, a Pennsylvania general partnership and the former manager of the Complex, Jefferson, STFD and Ford entered into a certain Naming and Advertising Rights Agreement dated December 15, 2003, which granted STFD certain advertising and promotional rights with respect to the Southeast Texas Entertainment Complex (the "**Complex**"), and such parties amended that agreement on several occasions (as amended, the "**Agreement**").
2. SMG ceased managing the Complex on March 31, 2017, and Jefferson engaged Spectra as of April 1, 2017, to act as its agent to manage the Complex on its behalf. As the current manager of the Complex, Spectra agrees to join the Agreement as a party thereto, in its capacity as agent for Jefferson, to perform certain duties thereunder previously performed by SMG.
3. Spectra, Jefferson, STFD and Ford desire to amend the Agreement to extend its term and make certain other changes to its terms and conditions.

Accordingly, the parties agree to amend the Agreement effective April 1, 2018 as follows:

1. Spectra, acting solely as agent on behalf of Jefferson, hereby joins the Agreement as a party thereto and agrees to perform, on a going forward basis in its agency capacity, the obligations formerly performed by SMG thereunder. Spectra shall have no responsibility or liability for any obligations, debts, acts or omissions under the Agreement prior to the date hereof.

2. The term of the agreement is extended for an additional 4 calendar years, expiring on March 31, 2022. STFD shall pay Spectra the following Rights Fee in 4 equal installments on or prior January 1, April 1, July 1 and October 1 of each year:

Year	Rights Fee
2018	$183,700
2019	$183,700
2020	$192,885
2021	$192,885

3. Section 16.7.01 of the Agreement is amended by striking all references to "Suite #2" and replacing them with "Suite #5".

4. Section 16 of the Agreement is amended by adding the following additional promotional and advertising benefits:
   a. "16.3.10. STFD shall have the right to place an interactive display in the lobby of the Arena for all publicly ticketed events for the purposes of allowing customers to learn more about Ford-branded vehicles. The precise location of the display shall be mutually agreed upon between the parties and the size and appearance of the display shall be subject to Spectra's reasonable approval.";

b. "16.3.11. STFD shall receive promotional exposure in the form of a 15 – 30 second commercial on the digital monitors at the Arena during each publicly ticketed event. Such commercial shall rotate at random with commercials of other advertisers at a frequency determined by Spectra.";
c. In connection with the benefit described in Section 16.4.01, STFD shall be permitted to have a reasonable number of its representatives present to explain the vehicles on display to customers and discuss other types of Ford-branded vehicles. The precise number of representatives shall be subject to the prior approval of Spectra, not to be unreasonably withheld;
d. "16.4.06. STFD shall have the right to operate "test drive" events in the Arena parking lots in connection with up to 6 publicly ticketed events each calendar year. The date of each event, the exact location and portion of the parking lots used, and the scope of each event shall be mutually agreed upon between the parties. For the avoidance of doubt, all vehicles shall be provided by STFD. STFD staff shall operate each event and indemnify, defend and hold harmless each of the other Parties from any loss, liability, damage, cost and/or expense (including reasonable attorneys' fees) arising from or in connection with the "test drive" events."; and
e. "16.7.04. Spectra shall request that the promoter of any ticketed event at the Arena offer a ticket discount to STFD employees. Whether any discount is offered, and the size and scope of any discount shall be determined by the promoter."

5. The parties acknowledge that the Texas Wildcatters no longer play their home schedule of ice hockey games in the Arena. Accordingly, any obligations that any party has to provide advertising or promotional rights with respect to the Texas Wildcatters are struck from the Agreement.

6. Sections 3 of the Agreement is deleted in its entirety.

7. Section 7 of the Agreement is amended as follows:
    a. The first two sentences of 7.2 are struck from the Agreement;
    b. Section 7.3 is struck from the Agreement; and
    c. The phrase "FORDS's quality standards" is struck from Section 7.4 and replaced with "any quality standards of FORD that are reasonable and communicated to Spectra, Jefferson and STFD in writing in advance".

8. Section 9.3 of the Agreement is amended by striking "shall require" and replacing it with "shall use commercially reasonable efforts to cause".

9. Section 10 of the Agreement is amended by adding the following: "10.4. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement shall prevent or restrict Spectra, Jefferson or anyone else from selling or granting any advertising or promotional rights inside or otherwise with respect to the Complex to: (a) any person or entity that sells or offers automotive financing, so long as such person or entity is not permitted to advertise or promote specific automotive financing products at the Complex; or, (b) any distributor or retailer of automotive parts and accessories, so long as such distributor or retailer is not permitted to advertise or promote specific automotive parts and accessories at the Complex. By way of example only, a big box retailer who, among other things, offers automotive accessories in its stores is permitted to advertise at the Complex, so long as it is not specifically promoting its automotive accessory offerings."

10. Section 13.4 of the Agreement is amended by striking all references to "national" and "nationally".

11. Section 22.2 of the Agreement is amended by striking "; provided, SMG shall...by such Party.".

12. Section 23.1 of the Agreement is amended by adding the phrase "negligent" before each use of the phrase "acts or omissions" and Section 23.3 of the Agreement is amended by striking "any claims of...from any event at the Complex" and replacing it with "the negligent act or omission of Spectra that caused the bodily injury, including death, or property damage to a third party at an event at the Complex".

13. Section 24 of the Agreement is amended as follows:
    a. Strike "($25,000,000 to $50,000,000 of adjusted policy holders surplus)" from the first sentence of Section 24.2;
    b. Strike "or by any Subcontractor" and "any of" from the second sentence of Section 24.2;
    c. Add "The limits required in this paragraph may be satisfied by a combination of primary and umbrella/excess coverage" to the end of Section 24.2; and
    d. Section 24.4 is deleted in its entirety.

14. Any notice sent to Spectra pursuant to Section 26 of the Agreement shall be sent to: Ford Park Entertainment Complex 5115 Interstate 10 South, Beaumont, TX 77705, Attn: General Manager, with a copy to Spectra Venue Management, 3601 S. Broad Street, Philadelphia, PA 19148-5290, Attn: Legal Department.

15. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail. Unless otherwise set forth herein, any capitalized term used in this Amendment shall have the meaning assigned to it in the Agreement.

16. Except as expressly modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

To evidence the parties' agreement to this Amendment, they have executed and delivered it on the date set forth in the preamble.

Global Spectrum, LP d/b/a Spectra Venue Management as agent on behalf of Jefferson County Texas

By: _____
Name: CLAUDIO OLIVEIRA
Title: General Manager

South Texas Ford Dealers Advertising Fund, Inc.

By: _____
Name: Tony Bossard
Title: Regional Supervisor
On behalf of the South Texas Ford Dealers Advertising Fund, Inc.

Jefferson County, Texas

By: _____
Name:
Title:

APPENDIX C

SPONSORSHIP AGREEMENTS

Rhonda

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT ("Agreement") dated the 6th day of February, 2003, is entered into by and between SMG, a Pennsylvania general partnership, whose address is 701 Market Street, 4th Floor, Philadelphia, PA, 19106 ("SMG") and COMMUNITY BANK AND TRUST, SSB, a Texas state savings bank duly incorporated and qualified to act as such under the laws of the state of Texas, whose address is 700 Calder Avenue, Beaumont, TX 77720 ("Sponsor").

BACKGROUND

WHEREAS, Jefferson County, Texas, is the owner of the Southeast Texas Entertainment Complex, consisting of an amphitheater, midway, arena, exhibition hall, agricultural barns, softball diamonds and visitor information center (collectively referred to herein as the "Facility") located in Jefferson County, Texas, and

WHEREAS, SMG, pursuant to a certain Management Agreement, between it and Jefferson County, Texas, dated April 1, 2002, is authorized to solicit, develop, negotiate, and enter into a Sponsorship Agreement for signage at the Southeast Texas Amphitheater located in the Southeast Texas Entertainment Complex, and other related advertising sponsorships, including sponsorship of a hospitality tent, with naming rights to the hospitality area, onsite ATM rights to Sponsor, and naming of Sponsor as the official bank of the Southeast Texas Entertainment Complex.

WHEREAS, SMG and COMMUNITY BANK AND TRUST, SSB have reached such an agreement:

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. **Term.** The term of this Agreement shall be for three (3) years beginning April 1, 2003 and expiring midnight March 31, 2006 (the "Term").

2. **Renewal.** SPONSOR shall have the option, upon written notice to SMG exercisable not later than 18 months prior to the end of the Initial Term, to extend the term of the Sponsorship Agreement for an additional three (3) years upon the same terms and conditions as contained in this agreement except for financial terms. As a condition of such extension, the financial terms of such extension must be mutually acceptable to SPONSOR and SMG and must be agreed to by both parties in a signed agreement, not later than twelve (12) months prior to the end of the original term of the agreement. In the event parties are unable to agree on terms prior to that time, SMG shall have no further obligations to SPONSOR whatsoever, provided however, that any new Sponsorship Agreement for the rights outlined herein with another party will not commence until the end of the Initial Term of this Agreement.

3. **Consideration.** The consideration for this agreement shall be the sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00) per year, payable as follows:

J

3.1. The first annual payment by SPONSOR is due and payable upon the execution of this agreement.

3.2. The subsequent annual payments shall be the sum of $75,000.00 each, due and payable in cash upon each annual anniversary date of the effective date of the agreement.

4. **Taxes and Assessments.** In addition to the above consideration, SPONSOR shall pay any applicable sales, use, excise, admissions taxes and other governmental assessments imposed on or with respect to the annual payment, advertising rights, signage benefits, and other benefits and privileges afforded by this Agreement. SPONSOR shall not, however, be responsible to pay any income taxes or other taxes assessed or imposed by law as a direct obligation of SMG or ad valorem taxes assessed on the Amphitheater.

5. **Scope of Agreement.** Pursuant to this agreement, SPONSOR shall receive advertising rights, signage benefits, and other benefits and privileges, as follows:

5.1 Amphitheater Hospitality Tent. SMG hereby agrees to purchase, as a part of this agreement, a 4,000 sq. ft. tent to be designated as the Hospitality Club at the Amphitheater. The tent will have an approximate value of $40,000.

5.2. Signage and Advertising Rights. SMG hereby represents, warrants and covenants and SPONSOR hereby acknowledges and agrees to the following as to SPONSOR signage and the advertising rights granted to SPONSOR by this Agreement:

(a) Permanent signage on the exterior and interior of the Amphitheater Hospitality Club; the final size, location and specifications for such signage to be mutually agreed to by SMG and SPONSOR. The Signage will remain visible during events at the Amphitheater. No advertising or structures shall be permitted to obstruct the view of the Signage and no one, including the media, shall be permitted to drape or to otherwise obscure the view of the Signage at any time.

5.3. Other Benefits:

(a) As a part of this Agreement, SMG shall provide SPONSOR with a Box Seat License for the duration of the Agreement, subject to the terms and conditions of the License Agreement, for one (1), six (6) seat VIP boxes (designated as box #18) on the second tier of VIP boxes at the Amphitheater to include a total of 6 tickets to all publicly ticketed events, 3 VIP parking passes and access to all amenities afforded to other VIP box holders in the Amphitheater. It is understood that the cost of the box and the 6 tickets included are covered by payments listed in Paragraph 2.

(b) As a part of this Agreement, SMG shall provide SPONSOR with a Suite License for the duration of the Agreement, subject to the terms and conditions of the License Agreement for one (1) Executive Suite (designated as Suite #6) with twelve (12) seats in the Arena. Suite license includes twelve (12) tickets for all public arena events, 6 VIP parking passes and access

to all amenities afforded to other Suite holders in the Arena. It is understood that the cost of the suite and the 12 seats is covered by payments listed in the payment schedule.

(c) Naming Rights to the Hospitality Club at the Amphitheater, to be known as the Community Bank and Trust Star Club and referred to as such in all SMG collateral which refers to the Hospitality Club for the term of the Agreement.

(d) SPONSOR shall be known as the official bank of the Southeast Texas Entertainment Complex.

(e) SPONSOR shall be exclusively entitled to onsite ATM rights.

6. **Exclusivity.** No other financial institution will be permanently advertised, including being displayed, or having a permanent marketing presence in the facilities. This does not apply to local and national events/tours that have existing local and national partnership agreements, or event "non-permanent" advertising, which will include displays of competitor's logos/marks.

7. **Trademarks.**

7.1 Use of SPONSOR'S Trademarks. SMG shall not, by this Agreement, obtain any right, title or interest in the trademarks of SPONSOR, nor shall this Agreement give SMG the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of SPONSOR in any manner except as authorized in writing by SPONSOR.

7.2 Use of SMG's Trademarks. SPONSOR shall not, by this Agreement, obtain any right, title or interest in the trade names or trademarks of SMG, the Facility, the Facility's tenants, nor shall this Agreement give SPONSOR the right to use, refer to, or incorporate in marketing or other materials the names, logos, trademarks or copyrights of the aforesaid.

8. **Indemnification.** SMG agrees to defend, indemnify and hold SPONSOR harmless from and against all claims, suits, liabilities, costs and expenses, including reasonable attorney's fees, for injury to, including death of, persons (whether they be third persons or employees of either of the parties hereto) or any loss of or damage to property in any manner arising from the rights conveyed herein, and SPONSOR agrees to defend, indemnify and hold SMG and its officers, directors, employees and agents harmless from and against, all claims, suits, liabilities, costs and expenses, including reasonable attorney's fees, for injury to, including death of, persons (whether they be third persons or employees of either of the parties hereto) or any loss of or damage to property in any manner arising from the content of any advertising copy supplied by SPONSOR or the negligence or intentional misconduct of SPONSOR or its officers, employees or agents.

9. **Termination.**

9.1. Termination by SMG or SPONSOR. SMG and SPONSOR shall each have the right, but not the obligation, to terminate this Agreement upon ten (10) days prior written notice, without further liability except as otherwise provided by this Paragraph 8, if any of the following shall occur:

(a) Damage to or destruction of the Facility to the extent that the Facility is closed for a period of greater than thirty (30) days.

(b) The other party materially defaults in the performance of its material obligations under this Agreement and such other party fails to cure such breach within thirty (30) days of written notice.

9.2. SPONSOR Refund. If this Agreement is terminated by either party, SPONSOR shall be entitled to a pro rata refund of any advance payments under this Agreement. Any such adjustment shall be made based on the number of facility events scheduled to occur in the Facility during the Contract Year and the number of facility events actually occurring in the facility. Any refund due shall be payable to SPONSOR within 30 days of the facility closing pursuant to Paragraph 8.1(a), or termination of the Agreement, pursuant to Paragraph 8.1(b).

10. Force Majeure. Neither party shall be in breach of this Agreement if the occurrence of Facility events are prevented or preempted because of an act of God, natural disaster, catastrophe, accident, fire, flood, labor dispute, lockout, strike, riot or civil commotion, act of public enemy, governmental act, regulation of rule, failure of technical facilities, a day of national mourning, emergency or other circumstances or events beyond the control of the parties to this Agreement. In the event of any of the foregoing, the duties and obligations of the parties shall be suspended for the duration of the event preventing performance and the term shall be extended by a time period equivalent to the duration of the about preventing performance.

11. Successor Interest. Neither this Agreement nor any of the rights or obligations of SPONSOR and SMG hereunder may be assigned, transferred or conveyed by operation of law or otherwise by either party, nor shall such agreements or rights inure to the benefit of any trustee in bankruptcy, receiver, creditor, or trustee of either party's business or its properties whether by operation of law or otherwise, except with the prior written consent of the other party, which consent shall not be unreasonably withheld, and the delivery of a written document in which the assignee assumes all of the obligations of the assigning party and the assigning party acknowledges that it will continue to be bound, to such obligations if not performed by the assignee. For purposes of this Paragraph 11, the transfer of a fifty percent (50%) or greater ownership interest in SPONSOR or SMG shall be deemed to be an assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of all successors and assigns of the parties.

12. Confidentiality. Each of the parties deems the provisions of this Agreement to be confidential and proprietary in nature. SMG and SPONSOR each agree that the terms of this Agreement will be kept confidential and will not be disclosed in any manner whatsoever, in whole or in part, by either party without the prior written consent of the other party except to the extent necessary for such party to enforce its right under this Agreement or as either party may be advised by its legal counsel that it is obligated to disclose the terms of such agreements. Moreover, each party agrees to disclose the terms of this Agreement only to its respective officers, employees, agents and representatives who need to know of such terms and who agree to bound by the confidentiality terms of this Paragraph. Each party shall be responsible for any breach of this Paragraph by its respective officers, employees, agents and representatives. The terms of this Paragraph shall survive the expiration or termination of this Agreement for whatever reason for a period of three (3) years after such expiration or termination.

Notwithstanding the foregoing, SMG may disclose the terms of this Agreement to the client and to lenders, investors, underwriters as well as legal counsel, financial advisers and others involved in the financing of the facility provided SMG requires, to the extent permitted, confidentiality of those to whom it is permitted to make disclosures.

13. **Governing Law.** This Agreement shall be deemed to be made and shall be construed in accordance with the law of the State of Texas.

14. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by telecopier, sent by overnight courier service or sent by registered or certified mail, postage prepaid, and shall be deemed given upon the earlier of actual receipt or one day after it is sent, if sent by overnight courier, or three days after it is sent by registered or certified mail. All notices or other communications shall be made as follows:

To SMG:
1149 Pearl Street, 3rd Floor
Beaumont, TX 77701

To SPONSOR:
700 Calder
Beaumont, TX 77720

15. **Arbitration.** Any dispute arising out of this Agreement shall be submitted to, and settled by, binding arbitration in accordance with rules of the American Arbitration Association. The parties agree that the decision of the arbitrator shall be final and that no other remedy or right to appeal, at law or equity, shall be available to either party. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. If one party requests arbitration, the other party shall designate where the arbitration will be conducted. The institution and maintenance of an action for judicial relief or in pursuit of an ancillary remedy, does not constitute a waiver of the right of any party, including the Plaintiff, to submit the controversy or claim to binding arbitration. No award in arbitration or otherwise, shall include punitive damages or other amounts which do not reflect direct and consequential damages resulting from the matter in dispute.

16. **Attorney's Fees.** In the event any suit or action is brought (not withstanding that it is the intention of the parties to resolve all disputes by binding arbitration as set forth in Paragraph 15 above) or an arbitration or bankruptcy proceeding is initiated (including, without limitation, appeals of the foregoing) to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings), and by the court to which an arbitration award is submitted for judgment (with respect to attorney's fees incurred in obtaining such judgment).

16. **Relationship of Parties.** The parties are acting herein as independent contractors and shall be solely responsible for the conduct of their respective employees and agents in connection

with the performance of their obligations under this Agreement. Nothing contained herein shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind the other in any respect.

17. Agreement Approval. Each party hereby represents and warrants that all necessary approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the parties indicated.

18. Captions. Paragraph headings herein are for convenience only and shall not affect the construction or meaning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SMG/Southeast Texas Entertainment Complex

By: _____
F. Roger Newton
General Manager

COMMUNITY BANK AND TRUST, SSB

By: _____
William G. McNinch
Chairman of the Board & CEO

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT ("Agreement") dated the 30th day of January, 2003, is entered into by and between SMG, a Pennsylvania general partnership, whose address is 701 Market Street, 4th Floor, Philadelphia, PA, 19106 ("SMG") and COMMUNITY BANK AND TRUST, SSB, a Texas state savings bank duly incorporated and qualified to act as such under the laws of the state of Texas, whose address is 700 Calder Avenue, Beaumont, TX 77720 ("Sponsor").

BACKGROUND

WHEREAS, Jefferson County, Texas, is the owner of the Southeast Texas Entertainment Complex, consisting of an amphitheater, midway, arena, exhibition hall, agricultural barns, softball diamonds and visitor information center (collectively referred to herein as the "Facility") located in Jefferson County, Texas, and

WHEREAS, SMG, pursuant to a certain Management Agreement, between it and Jefferson County, Texas, dated April 1, 2002, is authorized to solicit, develop, negotiate, and enter into a Sponsorship Agreement for signage at the Southeast Texas Amphitheater located in the Southeast Texas Entertainment Complex, and other related advertising sponsorships, including sponsorship of a hospitality tent, with naming rights to the hospitality area, onsite ATM rights to Sponsor, and naming of Sponsor as the official bank of the Southeast Texas Entertainment Complex.

WHEREAS, SMG and COMMUNITY BANK AND TRUST, SSB have reached such an agreement:

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. **Term.** The term of this Agreement shall be for three (3) years beginning April 1, 2003 and expiring midnight March 31, 2006 (the "Term").

2. **Renewal.** SPONSOR shall have the option, upon written notice to SMG exercisable not later than 18 months prior to the end of the Initial Term, to extend the term of the Sponsorship Agreement for an additional three (3) years upon the same terms and conditions as contained in this agreement except for financial terms. As a condition of such extension, the financial terms of such extension must be mutually acceptable to SPONSOR and SMG and must be agreed to by both parties in a signed agreement, not later than twelve (12) months prior to the end of the original term of the agreement. In the event parties are unable to agree on terms prior to that time, SMG shall have no further obligations to SPONSOR whatsoever, provided however, that any new Sponsorship Agreement for the rights outlined herein with another party will not commence until the end of the Initial Term of this Agreement.

3. **Consideration.** The consideration for this agreement shall be the sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00) per year, payable as follows:

3.1. The first annual payment by SPONSOR is due and payable upon the execution of this agreement, and shall consist of a cash payment of $37,000, together with a payment in kind represented by a tent purchased by SPONSOR and donated to OWNER (of a kind and quality approved by both SPONSOR and OWNER), having a value of $38,000.00.

3.2. The subsequent annual payments shall be the sum of $75,000.00 each, due and payable in cash upon each annual anniversary date of the effective date of the agreement.

4. **Taxes and Assessments.** In addition to the above consideration, SPONSOR shall pay any applicable sales, use, excise, admissions taxes and other governmental assessments imposed on or with respect to the annual payment, advertising rights, signage benefits, and other benefits and privileges afforded by this Agreement. SPONSOR shall not, however, be responsible to pay any income taxes or other taxes assessed or imposed by law as a direct obligation of SMG or ad valorem taxes assessed on the Amphitheater.

5. **Scope of Agreement.** Pursuant to this agreement, SPONSOR shall receive advertising rights, signage benefits, and other benefits and privileges, as follows:

5.1. Signage and Advertising Rights. SMG hereby represents, warrants and covenants and SPONSOR hereby acknowledges and agrees to the following as to SPONSOR signage and the advertising rights granted to SPONSOR by this Agreement:

(a) Permanent signage on the exterior and interior of the Amphitheater Hospitality Club; the final size, location and specifications for such signage to be mutually agreed to by SMG and SPONSOR. The Signage will remain visible during events at the Amphitheater. No advertising or structures shall be permitted to obstruct the view of the Signage and no one, including the media, shall be permitted to drape or to otherwise obscure the view of the Signage at any time or for any reason except as permitted in Paragraph ___ hereof.

5.2. Other Benefits:

(a) As a part of this Agreement, SMG shall provide SPONSOR with a Box Seat License for the duration of the Agreement, subject to the terms and conditions of the License Agreement, for one (1), six (6) seat VIP boxes (designated as box #18) on the second tier of VIP boxes at the Amphitheater to include a total of 6 tickets to all publicly ticketed events, 3 VIP parking passes and access to all amenities afforded to other VIP box holders in the Amphitheater. It is understood that the cost of the box and the 6 tickets included are covered by payments listed in Paragraph 2.

(b) As a part of this Agreement, SMG shall provide SPONSOR with a Suite License for the duration of the Agreement, subject to the terms and conditions of the License Agreement for one (1) Executive Suite (designated as Suite #6) with twelve (12) seats in the Arena. Suite license includes twelve (12) tickets for all public arena events, 6 VIP parking passes and access to all amenities afforded to other Suite holders in the Arena. It is understood that the cost of the suite and the 12 seats is covered by payments listed in the payment schedule.

(c) Naming Rights to the Hospitality Club at the Amphitheater, to be known as the Community Bank and Trust Star Club and referred to as such in all SMG collateral which refers to the Hospitality Club for the term of the Agreement.

(d) SPONSOR shall be known as the official bank of the Southeast Texas Entertainment Complex.

(e) SPONSOR shall be exclusively entitled to onsite ATM rights.

6. **Exclusivity.** No other financial institution will be permanently advertised, including being displayed, or having a permanent marketing presence in the facilities. This does not apply to local and national events/tours that have existing local and national partnership agreements, or event "non-permanent" advertising, which will include displays of competitor's logos/marks.

7. **Trademarks.**

7.1 Use of SPONSOR'S Trademarks. SMG shall not, by this Agreement, obtain any right, title or interest in the trademarks of SPONSOR, nor shall this Agreement give SMG the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of SPONSOR in any manner except as authorized in writing by SPONSOR.

7.2 Use of SMG's Trademarks. SPONSOR shall not, by this Agreement, obtain any right, title or interest in the trade names or trademarks of SMG, the Facility, the Facility's tenants, nor shall this Agreement give SPONSOR the right to use, refer to, or incorporate in marketing or other materials the names, logos, trademarks or copyrights of the aforesaid.

8. **Indemnification.** SMG agrees to defend, indemnify and hold SPONSOR harmless from and against all claims, suits, liabilities, costs and expenses, including reasonable attorney's fees, for injury to, including death of, persons (whether they be third persons or employees of either of the parties hereto) or any loss of or damage to property in any manner arising from the rights conveyed herein, and SPONSOR agrees to defend, indemnify and hold SMG and its officers, directors, employees and agents harmless from and against, all claims, suits, liabilities, costs and expenses, including reasonable attorney's fees, for injury to, including death of, persons (whether they be third persons or employees of either of the parties hereto) or any loss of or damage to property in any manner arising from the content of any advertising copy supplied by SPONSOR or the negligence or intentional misconduct of SPONSOR or its officers, employees or agents.

9. **Termination.**

9.1. Termination by SMG or SPONSOR. SMG and SPONSOR shall each have the right, but not the obligation, to terminate this Agreement upon ten (10) days prior written notice, without further liability except as otherwise provided by this Paragraph 8, if any of the following shall occur:

(a) Damage to or destruction of the Facility to the extent that the Facility is closed for a period of greater than thirty (30) days.

(b) The other party materially defaults in the performance of its material obligations under this Agreement and such other party fails to cure such breach within thirty (30) days of written notice.

9.2. SPONSOR Refund. If this Agreement is terminated by either party, SPONSOR shall be entitled to a pro rata refund of any advance payments under this Agreement. Any such adjustment shall be made based on the number of facility events scheduled to occur in the Facility during the Contract Year and the number of facility events actually occurring in the facility. Any refund due shall be payable to SPONSOR within 30 days of the facility closing pursuant to Paragraph 8.1(a), or termination of the Agreement, pursuant to Paragraph 8.1(b).

10. Force Majeure. Neither party shall be in breach of this Agreement if the occurrence of Facility events are prevented or preempted because of an act of God, natural disaster, catastrophe, accident, fire, flood, labor dispute, lockout, strike, riot or civil commotion, act of public enemy, governmental act, regulation of rule, failure of technical facilities, a day of national mourning, emergency or other circumstances or events beyond the control of the parties to this Agreement. In the event of any of the foregoing, the duties and obligations of the parties shall be suspended for the duration of the event preventing performance and the term shall be extended by a time period equivalent to the duration of the about preventing performance.

11. Successor Interest. Neither this Agreement nor any of the rights or obligations of SPONSOR and SMG hereunder may be assigned, transferred or conveyed by operation of law or otherwise by either party, nor shall such agreements or rights inure to the benefit of any trustee in bankruptcy, receiver, creditor, or trustee of either party's business or its properties whether by operation of law or otherwise, except with the prior written consent of the other party, which consent shall not be unreasonably withheld, and the delivery of a written document in which the assignee assumes all of the obligations of the assigning party and the assigning party acknowledges that it will continue to be bound, to such obligations if not performed by the assignee. For purposes of this Paragraph 9, the transfer of a fifty percent (50%) or greater ownership interest in SMG shall be deemed to be an assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of all successors and assigns of the parties.

12. Confidentiality. Each of the parties deems the provisions of this Agreement to be confidential and proprietary in nature. SMG and SPONSOR each agree that the terms of this Agreement will be kept confidential and will not be disclosed in any manner whatsoever, in whole or in part, by either party without the prior written consent of the other party except to the extent necessary for such party to enforce its right under this Agreement or as either party may be advised by its legal counsel that it is obligated to disclose the terms of such agreements. Moreover, each party agrees to disclose the terms of this Agreement only to its respective officers, employees, agents and representatives who need to know of such terms and who agree to bound by the confidentiality terms of this Paragraph. Each party shall be responsible for any breach of this Paragraph by its respective officers, employees, agents and representatives. The terms of this Paragraph shall survive the expiration or termination of this Agreement for whatever reason for a period of three (3) years after such expiration or termination. Notwithstanding the foregoing, SMG may disclose the terms of this Agreement to the client and to lenders, investors, underwriters as well as legal counsel, financial advisers and others involved

in the financing of the facility provided SMG requires, to the extent permitted, confidentiality of those to whom it is permitted to make disclosures.

13. **Governing Law.** This Agreement shall be deemed to be made and shall be construed in accordance with the law of the State of Texas.

14. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by telecopier, sent by overnight courier service or sent by registered or certified mail, postage prepaid, and shall be deemed given upon the earlier of actual receipt or one day after it is sent, if sent by overnight courier, or three days after it is sent by registered or certified mail. All notices or other communications shall be made as follows:

To SMG:
1149 Pearl Street, 3rd Floor
Beaumont, TX 77701

To SPONSOR:
700 Calder
Beaumont, TX 77720

15. **Arbitration.** Any dispute arising out of this Agreement shall be submitted to, and settled by, binding arbitration in accordance with rules of the American Arbitration Association. The parties agree that the decision of the arbitrator shall be final and that no other remedy or right to appeal, at law or equity, shall be available to either party. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. If one party requests arbitration, the other party shall designate where the arbitration will be conducted. The institution and maintenance of an action for judicial relief or in pursuit of an ancillary remedy, does not constitute a waiver of the right of any party, including the Plaintiff, to submit the controversy or claim to binding arbitration. No award in arbitration or otherwise, shall include punitive damages or other amounts which do not reflect direct and consequential damages resulting from the matter in dispute.

16. **Attorney's Fees.** In the event any suit or action is brought (not withstanding that it is the intention of the parties to resolve all disputes by binding arbitration as set forth in Paragraph 15 above) or an arbitration or bankruptcy proceeding is initiated (including, without limitation, appeals of the foregoing) to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings), and by the court to which an arbitration award is submitted for judgment (with respect to attorney's fees incurred in obtaining such judgment).

16. **Relationship of Parties.** The parties are acting herein as independent contractors and shall be solely responsible for the conduct of their respective employees and agents in connection with the performance of their obligations under this Agreement. Nothing contained herein shall

create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind the other in any respect.

17. Agreement Approval. Each party hereby represents and warrants that all necessary approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the parties indicated.

18. Captions. Paragraph headings herein are for convenience only and shall not affect the construction or meaning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SMG/Southeast Texas Entertainment Complex

By:_____
F. Roger Newton
General Manager

COMMUNITY BANK AND TRUST, SSB

By:_____
William G. McNinch
Chairman of the Board & CEO

Suite 11
Box 1

SPONSORSHIP AGREEMENT

THIS AGREEMENT ("Agreement") is entered into and is effective upon its execution by and between MILLER BREWING COMPANY, a Wisconsin corporation, having a principal place of business located at 3939 West Highland Boulevard, Milwaukee, Wisconsin 53208, and GIGLIO DISTRIBUTING (collectively "Miller"), and SMG, a Texas corporation with a principal place of business located at 5115 IH-10, in South Beaumont, Texas 77705 (the "SMG") for advertising and sponsorship rights a Ford Park, a multi-venue entertainment, sports and lifestyle event complex, inclusive of an Amphitheater, Arena, and Softball Complex, also located at 5115 IH-10, in South Beaumont, Texas 77705 (the "Park").

WHEREAS, SMG intends to arrange and produce the Park's events for the 2004 calendar year (the "Season") and has the right to sell advertising and sponsorship rights relating to the Season and the Park; and

WHEREAS, Miller is desirous of purchasing certain advertising and sponsorship rights relating to the Park;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SMG and Miller agree as follows:

1. Miller's Obligations.

a. For the rights granted to Miller hereunder, Miller agrees to pay SMG for the Season a total sum of Fifty Seven Thousand Four Hundred Seventy Five Dollars ($57,475.00) in two equal installments of Twenty Eight Thousand Seven Hundred Thirty Seven Dollars and Fifty Cents ($28,737.50), with the first installment due within ten days of execution of this Agreement and the second installment due October 1, 2004. The payments shall include all applicable taxes, duties or charges and shall be contingent upon receipt by Miller of the insurance certificates required by Paragraph 10 of this Agreement.

b. Miller will make best efforts to help promote the Park's activities via radio merchandising throughout the Season.

c. Miller will provide annual point-of-sale production support for distribution throughout Giglio Distributing market territory of a minimum value of $7,500.00.

2. The Season. At SMG's expense, SMG agrees to perform all acts necessary for the holding of the aforesaid Season. SMG agrees to produce the Season in compliance with all applicable laws and regulations and the following specifications:

a. The Season shall be produced in a first-class manner in accordance with the prevailing professional, ethical and business standards, with the utmost regard for the safety of all persons, property, the environment and Miller's goodwill.

b. In that all arrangements for the Season (and any financial loss relating thereto) shall be solely SMG's responsibility, Miller shall have no obligation to pay any amounts to SMG or others as a result of the Season except the amounts payable to SMG as specified in Paragraph 1.

3. Promotional Rights to Miller. SMG warrants that it has the right to grant, and hereby grants to Miller, the following rights for the Season:

a. The following signage at the Park. Miller must provide the artwork for all signage production and installation of signage at Miller's expense.

(i) Miller shall receive two (2) front-lit permanent signs (each approximately 4' x 5') located within the concession plaza areas at the Amphitheater, one (1) sign located in each plaza. Location to signage shall be agreed to between SMG and Miller prior to placement.

(ii) Miller shall receive four (4) pole banner signs (each approximately 36" x 60") in the concession plaza area. Location to signage shall be agreed to between SMG and Miller prior to placement.

(iii) Miller shall receive two (2) in-facility permanent signs located at the top of the hill/lawn seating area of size and exact location to be mutually agreed upon. Location to signage shall be agreed to between SMG and Miller prior to placement.

(iv) Miller shall receive one (1) permanent auxiliary scoreboard ad panel in the Arena. Location to signage shall be agreed to between SMG and Miller prior to placement.

(v) Miller shall receive one (1) marquee fixed permanent signage panel on SMG's exterior marquee sign (adjacent to Highway I-10), facing westbound, and visible to eastbound traffic.

(vi) Miller shall receive a non-exclusive right to place neon signs near the Arena concessions.

(vii) All signage within the viewing/"bowl" seating areas of the Park's Arena and Amphitheater will be exclusive to beer/malt beverage rights for Miller. No permanent signage at the Park can be sold to another beer/malt beverage sponsor within sight lines of the Park's seating profile. This excludes all concourse and/or concessionaire areas which are open to a second beer/malt beverage sponsor. This also does not include the temporary or non-permanent signage sold by the tenants of the Park (such as dasherboards). These will be sold exclusively by the tenants of the Park.

b. Miller identification of the "Miller Lite" logo on the front page of the Park's website as an official sponsor of the Park's complex.

c. Miller shall receive one (1) full page, full color print advertisement on the inside front cover of the event magazine distributed at each concert that takes place at the Park during the Season.

d. Miller shall receive one (1) luxury box at the Park's Amphitheater subject to terms and conditions of the Box License Agreement attached hereto. Luxury Box will include

(i) Six (6) permanent seats and six (6) tickets to all Park's Amphitheater events;

(ii) Two (3) VIP parking passes to all Park's Amphitheater events.

e. Miller shall receive one (1) executive suite at the Park's Arena subject to the terms and coditions of the Suite License Agreement attached hereto. Executive Suite will include

(i) Twelve (12) permanent seats and twelve (12) tickets to all of the Park's Arena events;

(ii) Six (6) VIP parking passes to the Park's Arena events.

f. Miller shall have the right to distribute "Miller Lite" novelty items (such as, but not limited to key chains, koozies, blinkie buttons and fans) for various concert and hockey games, and special events, subject to promoter approval Such items will be limited to $1.00 value.

4. Term and Renewal. The term of this Agreement shall commence upon its execution and remain in full force and effect until December 31, 2004, or the end of the Season, whichever occurs last, unless terminated earlier as provided in Paragraph 8 below.

Miller shall have the right of first refusal to renew this Agreement for an additional year ("New Term"). No later than October 30, 2004, SMG shall deliver to Miller a written proposal for renewing the Agreement for the New Term upon the same terms and conditions, except for the sponsorship fee paid by Miller and as the parties shall otherwise agree. The Agreement for the New Term shall be negotiated in good faith between the parties. Miller shall have forty-five (45) days to inform SMG whether Miller desires to renew this Agreement for the New Term.

If Miller does not exercise its option to renew for the New Term, or if the parties cannot mutually agree upon the terms and conditions of renewal, then SMG may grant the sponsorship rights contained herein to any other party upon the expiration of the Term, but not upon terms and conditions more favorable than those offered to Miller during the one (1) year period after expiration of the Term without providing Miller a ten (10) day right of first refusal with respect to such more favorable terms and conditions.

5. SMG's Warranties.

a. SMG does not have (nor will it have during the term of this Agreement) any interest, direct or indirect, financial or otherwise, in any license to sell alcoholic beverages.

b. SMG has full power and authority to enter into this Agreement and to grant the rights described herein, and the performance of SMG's obligations hereunder shall not result in any breach of any term or provision of, or constitute a default under, any indenture, contract or agreement to which SMG is a party.

6. Nature of Agreement. The parties hereto understand and acknowledge that this Agreement is solely for the purchase of advertising and promotional rights and nothing contained herein or in the negotiations preceding it shall (a) require the purchase of any malt beverages by any person, including, without limitation, its customers, concessionaires, and/or retailers, or (b) prevent, deter, hinder or restrict in any way the rights of any such persons to purchase or not purchase any brand of malt beverages which they choose. See Statement of Miller Policy attached as Exhibit A and incorporated herein.

7. Default. Either party shall be deemed to be in default hereunder if:

a. It is insolvent or makes a general assignment for the benefit of creditors, is adjudicated bankrupt, or files a voluntary petition in bankruptcy or for reorganization, immediately upon the occurrence of any such event.

b. It fails to perform or observe any term of this Agreement and such failure has not been completely cured within thirty (30) days after the defaulting party receives written notice thereof from the other party.

8. Termination.

a. Upon SMG's Default, as defined in Paragraph 7, Miller may at its option elect to terminate this Agreement by serving written notice on SMG of its intention to do so. SMG shall then allow Miller to either remove its signs or cover the advertising copy thereon, and without prejudice to any other remedies under law or equity which Miller may have, SMG shall immediately refund to Miller a prorated portion of the Fee. The prorated portion shall be based on the number of days left in the Agreement year after the date of termination multiplied by the sum of an amount equal to the Fee divided by the total number of days in the Agreement term.

b. If any law, regulation, ordinance, or ruling becomes effective which makes advertising of Malt Beverages unlawful as contemplated by this Agreement or requires a modification of any advertising contemplated hereby that in the reasonable opinion of Miller materially reduces the value of this Agreement, then Miller may terminate this Agreement. Even though such a situation shall not be deemed a breach, such termination shall entitle Miller to a pro rata refund as provided in subparagraph a. of this Paragraph 8. Miller does have the option to choose to continue the Agreement, making either the required modification or adjustment to the schedule of the Park's events for the Season. Miller shall then receive a pro rata reduction of the

Fee that shall reflect the modification or changes in the schedule of the Park's events for the Season. The amount of pro ration shall be mutually agreed upon by both Miller and SMG.

9. Indemnification by SMG. Except with respect to the pictorial or word content of advertising copy provided by Miller hereunder, both during and after the term of this Agreement, SMG shall indemnify, defend and hold Miller, its parent, directors, officers, employees, agents, distributors, customers, successors and assigns, harmless from and against any and all claims, whether valid or invalid, damages, liabilities, cost and expenses whatsoever (including reasonable attorneys' fees) which Miller shall incur, directly or indirectly, arising from or in connection with any matter contemplated herein, including, without limitation: (a) the SMG's breach, misrepresentation or nonperformance under this Agreement; (b) any claim or action for or relating to personal loss, injury, death, property damage, or otherwise, suffered by participants, spectators or others at the Park (or their relatives at the Park); (c) any taxes or assessments against the signs or their supporting structure, or Miller's signage thereon, by any authority; and (d) any payment owed by SMG to persons involved with the Season or the Park. The foregoing agreement to defend, indemnify and hold harmless Miller shall not be applicable to the extent that any loss, liability, damage, cost and/or expense is caused by the willful misconduct or negligence of Miller. At its option, Miller may defend any suit against it on its own behalf (unless such suit is defended by an insurance carrier), but at the expense of Miller, without any release, impairment or limitation of the obligations of SMG hereunder. The obligations set forth in this paragraph shall survive the expiration or earlier termination of this Agreement.

10. Insurance. SMG shall, at its own expense, secure and maintain in full force and effect during the term of this Agreement:

a. A commercial liability insurance policy with a limit of not less than Three Million Dollars ($3,000,000.00) per occurrence covering bodily injury, death and property damage, and covering any incident that may occur involving the signs or their supporting structures, or the site, or the Park, or this Agreement, directly or indirectly.

b. Worker's compensation in an amount required by state law and employer's liability insurance in an amount not less than Five Hundred Thousand Dollars ($500,000.00).

c. SMG shall provide Miller (Attention: Corporate Banking and Insurance) provide Miller (Attention: Corporate Banking and Insurance) with certificates evidencing such insurance and, except for workers compensation coverage, naming Miller Brewing Company, SABMiller plc, and its subsidiaries, affiliates, employees and assigns as additional named insureds. The certificates shall provide that the insurance shall not be canceled or modified except upon at least thirty (30) days' prior written notice to Miller. Further, the insurance must be primary coverage without the right of contribution from any other Miller or parent corporation insurance. Insurance maintained by Miller and SABMiller plc is for their exclusive benefit and shall not inure to the benefit of Researcher. These certificates shall be provided within ten (10) days of execution of this Agreement and a minimum of five (5) days prior to the commencement of Services. Notwithstanding Miller's payment obligations, more particularly set forth in Paragraph 1 hereof, in the event SMG fails to provide Miller with a certificate of insurance within ten (10) days, Miller may withhold payment until receipt.

11. Independent Contractor. SMG is an independent contractor (and not a joint venturer, employee or agent) with respect to Miller, and has no authority or right to incur obligations of any kind in the name of or for the account of Miller, nor to commit or bind Miller to any contract (other than this Agreement). It is recognized that Miller's sponsorship provides it with the advertising and promotional rights set forth herein, and Miller shall have no right to interfere with policies and procedures for the holding and conduct of the Season.

Further, SMG, as an independent contractor, shall be responsible for filing and paying any and all applicable federal, state and local duties, charges, assessments, sales, use, property and other taxes (including, without limitation, worker's compensation, unemployment compensation insurance, disability benefits, social security and withholding taxes but, not including those taxes based on net income) pertaining to advertising and promotional materials, services and equipment or other obligations of SMG in this Agreement. All payments made by Miller are deemed to include all applicable taxes, duties and charges.

12. Record Keeping. SMG shall maintain records of all contracts, papers, correspondence, proof of payment, affidavits of performance, ledgers, books, accounts and other information relating to the payments made by Miller or SMG for the services hereunder or performance hereunder. Miller, or its designee, may, upon at least fourteen (14) days' notice, inspect, examine and review such records (and make copies thereof) at any time during normal business hours (during the Agreement Term and for one [1] year thereafter).

13. Government Approval.

a. This Agreement and all promotions and related materials shall be subject to the approval of the TABC. If the TABC does not authorize Miller to utilize certain advertising and sponsorship opportunities described herein, this Agreement shall be modified to meet the requirements of the TABC; provided, however, that if the required modification by the TABC, in the sole discretion of Miller, materially reduces the value of this Agreement, then Miller shall be entitled to terminate the Agreement or choose to receive a pro-rata reduction of Fees, such proration to be mutually agreed upon by the parties. In no event shall such modifications constitute a breach of the Agreement by Miller.

b. Alcoholic beverages sold or served at the Arena shall be furnished by an independent concessionaire ("Concessionaire"). In accordance with Sections 108.73 and 108.75 of the Alcoholic Beverage Code (the "Summit Rule"), all parties to this Agreement affirmatively disavow the right of any party to engage in the conduct prohibited by the Summit Rule as outlined herein: Concessionaire: (i) shall have no right to receive direct or indirect monetary benefit from advertising or sponsorship revenues generated by operation of the facility (specifically in this case, the Arena), (ii) has no right or authority to control, directly or indirectly, any programming or booking decision at the facility (specifically in this case the Arena); and (iii) is not subject to the direction or control, directly or indirectly, of the facility (specifically in this case the Arena) owner, operator, event producer, or any upper tier member of the alcoholic beverage industry as to the quantities or brands of alcoholic beverages bought and sold by the retailer.

14. Notices. All notices hereunder shall be sent in writing and shall be deemed to be duly given as of the date of delivery if hand delivered or as of the postmark if sent by United States certified or registered mail, return receipt requested, postage fully prepaid, to the applicable address set forth above, or to such other person or address as the receiving party may have designated by written notice to the other; provided however, that a copy of all notices to Miller shall also be sent to Miller's Legal Department.

15. Assignment. SMG may not assign any of its rights or obligations under this Agreement without Miller's prior written consent.

16. Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.

17. Force Majeure. Except as provided in Paragraph 8, if either party is unable to perform any obligation hereunder by reason of any event beyond such party's reasonable control including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within either party's control (each a "Force Majeure" event or occurrence), such party shall be excused from performance and may terminate this Agreement without liability to the other, except that SMG shall refund to Miller a pro-rata portion of all payments made hereunder by Miller, such proration to be mutually agreed upon by the parties.

18. Entire Agreement. This Agreement sets forth the final and complete understanding of the parties with respect to this subject matter. It is understood and agreed that there are no other representations with respect to this Agreement, and this Agreement supersedes all prior discussions, agreements and undertakings relating to the subject matter hereof. It is further agreed that the rights, interests, understandings, agreements and obligations of the respective parties pertaining to the subject matter of this Agreement may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the parties duly executed by the parties, and in the case of Miller the signature of a corporate officer is required to effectuate the change. Any terms inconsistent with or additional to the terms set forth in this Agreement which may be included with a purchase order, acknowledgment, invoice, etc., of either party shall not be binding on the other party hereto.

19. Waiver. The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall have been deemed to have been made unless expressed in writing by such party.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement in a manner appropriate to each on the date set forth below.

MILLER BREWING COMPANY

By: [signature]

Title: Reg Mktg Director

Dated: 5/21/04

GIGLIO DISTRIBUTING

By: [signature]

Title: President

Title: 5/04/04

SMG

By: [signature]

Title: General Manager

Dated: 5/7/04

Exhibit "A"

MILLER BREWING COMPANY
STATEMENT OF POLICY

Federal and state liquor laws make it unlawful for a brewer or beer wholesaler to provide anything of value (such as money, slotting fees, advertising, equipment, fixtures, or other gifts) to a retailer licensed to sell alcohol beverages to consumers. Such licensed retailers may include, but are not limited to, bars, restaurants, liquor stores, and grocery stores. With limited exceptions, the provision of any item of value from a brewer or beer wholesaler to a licensed retailer is considered to be an inducement to the retailer to carry and sell the brewer or wholesaler's products in the retailer's establishment - - and is a violation of the law. The law does not distinguish between retailers who carry the brewer or wholesaler's products exclusively and retailers who carry alcohol beverages produced by other companies. The law also does not distinguish between items of value given directly to the retailer by the brewer or beer wholesaler, and items of value given indirectly to the retailer through a third party acting on behalf of the brewer or beer wholesaler.

THEREFORE, MILLER'S PURCHASE OF SERVICES, ADVERTISING, OR SPONSORSHIP OR PROMOTIONAL RIGHTS FROM AN UNLICENSED ORGANIZATION MAY NOT RESULT IN, OR BE THE CONDITION OF, A LICENSED RETAILER CARRYING MILLER'S OR ITS WHOLESALERS' PRODUCTS.

Miller's decision to purchase services, advertising, or sponsorship or promotional rights from an unlicensed organization is based solely on the value of those services, advertising, or rights. Miller's decision is not the result of any agreement, understanding, or requirement between Miller and the unlicensed organization that a licensed retailer will sell Miller's products as a result of Miller's purchase. Under no circumstances shall members of an unlicensed organization provide anything of value to a licensed retailer on behalf of Miller or its wholesalers or require a licensed retailer to carry Miller's or its wholesalers' products as the result of Miller's relationship with the unlicensed organization. In all instances, the licensed retailer shall have full discretion in selecting which, if any, alcohol beverages to sell.

We are hopeful that all licensed retailers will consider carrying and selling Miller's products. However, all discussions, negotiations and agreements for the purchase of services, advertising, or rights from an unlicensed organization must be independent of and unrelated to any discussions with a licensed retailer regarding the sale of Miller products.

APPENDIX D

VENDOR AGREEMENTS

Ticketmaster Agreement

LICENSED USER AGREEMENT

THIS LICENSED USER AGREEMENT ("Agreement") is made and entered into as of February 1, 2003 ("Effective Date"), by and between Ticketmaster L.L.C., a Delaware limited liability company ("Ticketmaster"), and SMG/~~SFTEC~~, a Pennsylvania general partnership as the agent for Jefferson County, Texas ("Principal"). This Agreement consists of this Licensed User Agreement and Exhibit A, Standard Terms and Conditions, Exhibit B, Hardware, and any other Exhibits attached hereto which are incorporated herein by this reference.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **Definitions**. As used in this Agreement, the following terms shall have the respective meanings indicated below unless the context otherwise requires:

(a) "Account Balance" is defined in Section 10(b) hereof.

(b) "Attraction" means a sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.

(c) "Attraction Taxes" means any and all sales, amusement, admissions and other taxes, charges, fees, levies or other assessments measured by reference to a charge per Ticket sold or determined based upon the purchase price of a Ticket, assessed by federal, state, county, municipal or other governmental or quasi-governmental authorities as a result of, or in connection with, any Attraction.

(d) "Cancelled Attraction" is defined in Section 10(b) hereof.

(e) "Chargebacks" is defined in Section 10(c) hereof.

(f) "Consignment Ticket" is defined as a Ticket pre-printed at the Facility Box Office for Attractions mutually agreed upon in advance for distribution at Face Value through mutually agreed upon community establishments or organizations of a civic, religious or ethnic nature, not to include department stores, grocery stores, music stores, or any other businesses or establishments similar to Ticketmaster Outlets.

(g) "Convenience Charge" means the amount charged by Ticketmaster to a Ticket purchaser for the use of the TM System.

(h) "Deficiency Amount" is defined in Section 10(d) hereof.

(i) "Face Value" means the face price of a Ticket as determined by Principal, which shall be inclusive of all applicable Attraction Taxes, and facility, parking and similar fees.

(j) "Facility" means Southeast Texas Entertainment Complex, ("SETEC"), including Amphitheater and Arena, located in Jefferson County, Texas.

(k) "Facility Box Office" means the Facility's Ticket sales locations that are operated by Principal.

(l) "Group Sales" means sales of Tickets to one person, on behalf of a group of at least fifteen (15) people to attend an Attraction as a group, and not to attend individually or to purchase Tickets with the intent to resell such Tickets.

(m) "Hardware" means all of that certain computer hardware, communications equipment, terminals and hook-ups listed with particularity on Exhibit B, which is attached hereto and incorporated herein by this reference, or otherwise supplied by Ticketmaster to Principal at any time during the Term of this Agreement.

(n) "House Seats" means Tickets provided by Principal (e.g. complimentary, band holds and house seats) to the promoter or presenter of an Attraction, the performing act or event or members thereof, or their managers or agents (collectively, "House Seat Recipients"), for legitimate mail order fan clubs or for legitimate promotional purposes, provided, however that at no time shall such Tickets be sold or issued to the general public.

(o) "Inside Charges" means the amounts Ticketmaster charges Principal to sell, issue and process Tickets utilizing the TM System under this Agreement, which Ticketmaster is entitled to deduct from Ticket Receipts.

(p) "Internet Sales" means all sales of Tickets over the Internet or any other means of interaction with any of Ticketmaster's Internet sites, currently known as "ticketmaster.com," (also referred to herein as the "TM.com Website") "ticketweb.com" and "museumtix.com" which are currently available to users of the World Wide Web portion of the Internet, and any ticketing property, feature, product or acquired by Ticketmaster or its affiliates that may become available subsequent to the Effective Date including, without limitation, any co-branded versions and any version distributed through any broadband distribution platform or through any platform or device including television, broadband and wireless technologies (collectively, the "TM.com Website").

(q) "Material Financial Event" is defined in Section 10(d) hereof.

(r) "On-Sale Date" is defined in Section 8 hereof.

(s) "Outlet" means a retail Ticket selling agency (other than the Facility Box Office) where Tickets for an Attraction are made available and offered for sale to the public through the TM System.

(t) "Processing Fee" is defined in Section 3(d) hereof.

(u) "Season/Contract Tickets" means specifically designated Tickets sold directly by Principal on an annual basis across all Attractions or across a category of Attractions (i.e. luxury suites, club level seats and season tickets).

(v) "Sellable Capacity" means the number of Tickets that can be sold for an Attraction other than Season/Contract Tickets.

(w) "Set-Up Information" is defined in Section 8 hereof.

(x) "Software" means Ticketmaster's ticketing system software known and marketed as Ticketmaster Classic, and any upgrades thereof that are provided to Principal by Ticketmaster and any other software provided to Principal by Ticketmaster pursuant to the terms of Exhibit C attached hereto or later purchased or acquired by Principal from Ticketmaster (e.g. Ticketmaster AccessManager).

(y) "Telephone Sales" means all sales of Tickets through the TM System by telephone, interactive voice response (IVR) and similar means.

(z) "Term" is defined in Section 2 hereof.

(aa) "Third Party Provider" is defined in Section 4(c) hereof.

(bb) "Ticket" means a printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Attraction, including, without limitation, tickets printed via ticketFast™ at home or elsewhere by the purchaser even if not evidenced by any physical manifestation of such right, such as a "smart card."

(cc) "Ticket Receipts" means the Face Value of a Ticket less the applicable Inside Charge and less the applicable Attraction Taxes.

(dd) "TM System" means the Hardware, Software, the TM.com Website, related procedures and personnel, and repair and maintenance services established and maintained by Ticketmaster and its affiliates for the purpose of selling, auditing and controlling the sale of Tickets for Attractions, including, without limitation, at Outlets, by Internet Sales and Telephone Sales.

2. **Term of Agreement**. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years following the date of the public opening of the Facility hereof (the "Term"). Thereafter, the Term of this Agreement shall be renewed for one two (2) year period upon mutual agreement of the parties at least one hundred and twenty (120) days prior to the end of the initial Term. Each twelve (12) month period commencing on January 1st and continuing through the following December 31st shall be a "Contract Year" as such term is used herein. The first Contract Year shall be deemed to have commenced as of February 1, 2003 and will end on December 31, 2003.

3. **Compensation**. In consideration for the license by Ticketmaster of the Hardware and Software to Principal and the license by Ticketmaster to Principal of the right to deeplink to the TM.com Website granted herein and Ticketmaster's continuing services to be performed in connection herewith, Ticketmaster shall be entitled to receive the fees and compensation described herein. Principal consents to the imposition of the charges described herein on all Tickets purchased through Ticketmaster hereunder. Those fees and compensation which are owed by Principal

may be deducted by Ticketmaster from the Face Value collected by Ticketmaster as an agent of Principal under the settlement procedures described in Section 10 hereof.

(a) **Inside Charges:** Ticketmaster shall assess and be entitled to receive from gross Ticket proceeds collected by it as an agent of Principal an Inside Charge on all Tickets sold or printed through the TM System. Such Inside Charge shall be equal to $0.00 per Ticket for each Ticket sold at an Outlet and the credit card charge set forth in Section 3(c) below with respect to Tickets sold by Telephone Sales and Internet Sales. The Inside Charge shall be $0.00 for each other Ticket (other than complimentary Tickets) printed by or on behalf of Principal and $0.00 for each complimentary Ticket printed by on or behalf of Principal. The amount of Inside Charges owed by Principal to Ticketmaster shall be deducted from Ticket revenues in the manner provided in Section 10 hereof.

(b) **Convenience Charge:** Ticketmaster shall assess against purchasers of Tickets a per Ticket Convenience Charge for Tickets sold via the TM System. The amount of the Convenience Charge shall initially be as follows:

CONVENIENCE CHARGES – PER TICKET

Type of Attraction	Face Value of Tickets	Outlets (Cash Sales Only), Internet Sales & Telephone Sales
Concerts	$19.99 and Under	$3.00
	$20.00 to $39.99	$4.00
	$40.00 to $74.99	$5.00
	$75.00 to $99.99	$5.50
*****	$100.00 and Above	$6.00
Family Shows (Except Feld)	$9.99 and Under	$2.50
	$10.00 to $14.99	$2.75
	$15.00 to $19.99	$3.00
	$20.00 and Above	$4.00
Sports and Other	$19.99 and Under	$3.00
	$20.00 to $39.99	$4.00
	$40.00 and Above	$5.00
Hockey	$9.99 and Under	$2.50
	$10.00 to $19.99	$2.75
	$20.00 and Above	$3.00

The Convenience Charges set forth above for cash sales at Outlets reflect a cash discount currently in effect for cash purchases at Outlets. At Outlets, ticket purchasers will first be informed of the applicable Convenience Charge for credit card sales and then of the discount for cash payment, if applicable. Such cash discount rate is currently 2.51% and is subject to change in the event that the interbank rates imposed on Ticketmaster are increased.

For Concert Attractions, the Convenience Charges set forth above shall be automatically increased by $0.25 per Ticket on the first day of the second Contract Year and on the first day of each Contract Year thereafter during the Term. For all other types of Attractions, the Convenience Charges set forth above shall be automatically increased by $0.25 per Ticket on the first day of the third Contract Year and every other Contract Year thereafter. Notwithstanding the above, Convenience Charges for Tickets to Feld Entertainment, Inc. ("Feld") Attractions (e.g., Ringling Bros. Circus, Disney on Ice) shall be determined pursuant to a separate agreement between Ticketmaster and Feld.

(c) **Credit Card Sales:** Principal hereby authorizes Ticketmaster to accept American Express, MasterCard, Visa, Discover and Diner's Club charges (and any other credit card, debit card or other electronic method of payment (e.g., prepaid accounts such as "rocket cash") and membership/loyalty program reward points backed by those program sponsors whom Ticketmaster in its reasonable discretion chooses to authorize as a method of payment which may hereafter be approved by Ticketmaster) in connection with sales of Tickets purchased from Ticketmaster with credit cards. Ticketmaster agrees to absorb the credit card company charge relative to the Convenience Charge and Processing Fee. Principal agrees to absorb the credit card company charge relative to the Face Value of Tickets sold by Telephone Sales and Internet Sales using such credit cards in an amount equal to 2.40% of the Face Value of all Tickets sold by such credit cards, which percentage rate shall be deducted by Ticketmaster as an Inside Charge. Such rate is subject to automatic increase due to increases to the interbank rates imposed on Ticketmaster.

(d) **Processing Fee:** Ticketmaster shall be entitled to assess and receive a Processing Fee in the amount of $3.25 per order for all Attractions except Hockey and $2.75 per order for Hockey Attractions ("Processing Fee") from each person ordering Tickets by Internet Sales and Telephone Sales. The Processing Fee shall be automatically increased $0.25 on the first day of the third Contract Year and on the first day of every other Contract Year thereafter during the term and is subject to automatic increase equal to any increase (rounded up to the nearest $0.05) to the postal service rates. Notwithstanding the above, Processing Fees for orders of Tickets to Feld Attractions shall be determined pursuant to a separate agreement between Ticketmaster and Feld.

(e) **Principal's Royalties:** Principal shall be entitled to receive Ticket sales royalties (collectively, "Royalties") from Ticketmaster with respect to each Convenience Charge and Processing Fee received (and not refunded) by Ticketmaster in amounts as described below. The Royalties shall be payable weekly, along with the next settlement after the end of such period conducted under the Accounting Procedures in Section 10 herein. Principal may use the Royalties in such manner as it determines in its sole discretion.

CONVENIENCE CHARGE ROYALTIES – PER TICKET

Type of Attraction	Face Value of Tickets	Outlets	Internet Sales and Telephone Sales
Concerts	$19.99 and Under	10%	10%
	$20.00 to $39.99	25%	25%
	$40.00 to $74.99	25%	25%
	$75.00 to $99.99	25%	25%
	***** $100.00 and Above	25%	30%
Family Shows (Except Feld)	$9.99 and Under	6%	6%
	$10.00 to $14.99	5.5%	5.5%
	$15.00 to $19.99	10%	10%
	$20.00 and Above	25%	25%
Sports and Other	$19.99 and Under	10%	10%
	$20.00 to $39.99	25%	25%
	$40.00 and Above	25%	25%
Hockey	$9.99 and Under	6%	6%
	$10.00 to $19.99	5.5%	5.5%
	$20.00 and Above	10%	10%

***** For any Tickets with Convenience Charges of $6.00 or more, the Royalties will be 25% for Outlets and 30% for Internet Sales and Telephones Sales.

Notwithstanding the above, Royalties with respect to Convenience Charges for Tickets to Feld Attractions shall be determined pursuant to a separate agreement between Ticketmaster and Feld.

PROCESSING FEE ROYALTIES – PER ORDER

Processing Fee of $3.25: 22%

Processing Fee of $2.75: 18%

Processing Fee Royalty increases will be exclusive of increases attributable to increases to the postal service rates.

(f) **Advertising Allowance**: Within thirty (30) days after the first day of the second Contract Year and every Contract Year thereafter during the Term, Ticketmaster will provide Principal with an advertising allowance ("Advertising Allowance") of ten cents ($0.10) per Ticket for each Ticket in excess of one-hundred-twenty-thousand (120,000) Tickets for Attractions sold in the prior Contract Year by

Ticketmaster through Outlets, Telephone Sales and Internet Sales hereunder for which the Customer Convenience Charge is received (and not refunded). The Advertising Allowance shall be used by Principal for advertising and promotional programs related to Attractions. Principal shall place advertising in media it selects in its sole discretion. Each of the advertisements to be placed using the Advertising Allowance or Additional Advertising Allowance shall include the Ticketmaster corporate name, logo, TM.com Website address, identity of Outlets (where practical), and appropriate charge-by-phone number(s).

(g) **Credit Card Authorization Network:**

(i) In connection with Principal's sales of its single and season Tickets from the Facility Box Office, Ticketmaster will make available to Principal and its designated agent(s) the credit card authorization network contained within the TM System (the "C.C.A.N.") for processing Visa and MasterCard transactions only. Ticketmaster shall transmit data relating to sales of Tickets made by Principal using the C.C.A.N. to Ticketmaster's merchant bank ("Merchant Bank") under the account name and location to be designated by Principal. The Merchant Bank will then transmit such data to Visa and MasterCard for payment to Principal. Ticketmaster will use its best efforts to ensure the accuracy of information transferred from the Merchant Bank via the C.C.A.N. and presented in the form of TM System reports, but Ticketmaster does not guarantee the accuracy and timeliness of such information.

(ii) Principal shall notify both Ticketmaster and the Merchant Bank of the account(s) where Principal wishes settlement deposits to be sent by the Merchant Bank. Principal shall be responsible for promptly notifying both Ticketmaster and Merchant Bank of changes to or cancellations of existing bank account information.

(iii) Principal shall pay to Merchant Bank, on a monthly basis, a cumulative merchant discount fee in an amount equal to 2.40% of the amount of Principal's Visa and MasterCard transactions processed through the C.C.A.N., which fee is subject to automatic increases equal to any actual increases in Ticketmaster's merchant discount fee.

(iv) In the event that Principal desires to process any credit card transactions other than Visa or MasterCard through the C.C.A.N. and such transactions are acceptable to Ticketmaster, then the fees for such service shall be mutually agreed upon by the parties.

(v) Principal shall be responsible for any and all other amounts charged to Ticketmaster by Merchant Bank for processing Principal's transactions, including, but not limited to, chargebacks, fraudulent credit card use, and additional charges for failure to meet the specific timing or other qualifications of Visa, MasterCard or Merchant Bank, so long as said charges are not due to the acts or omissions of Ticketmaster.

(vi) Ticketmaster shall, at its own cost, provide to Principal the credit card swipers as described on Exhibit B attached hereto which may be used with the C.C.A.N.

(vii) Ticketmaster shall be responsible for performing any maintenance services on such equipment. Principal agrees and acknowledges that all such equipment shall at all times be the property of Ticketmaster and that Principal shall promptly return the equipment to Ticketmaster upon termination of this Agreement.

(viii) Principal shall hold Ticketmaster harmless from any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed or incurred by, or asserted against Ticketmaster or its successors or assigns arising as a result of Principal's or its designated agent(s)' use of the C.C.A.N., including but not limited to monies transferred to incorrect accounts or damages resulting from such transfers, except to the extent of any misconduct or breach of this Agreement by Ticketmaster.

(h) **Season Account Storage.** Ticketmaster shall provide Principal with season and subscription account storage on the TM System with respect to Prinicpal's season accounts at the rate of $2.00 per account per year. On our around March 1st of each Contract Year, such account storage fees shall be deducted by Ticketmaster from Ticket Receipts to which Principal is entitled in the manner described in Section 10(a) hereunder.

4. **Exclusive Rights.**

(a) **Grant of Rights:** Principal hereby grants to Ticketmaster, and Ticketmaster accepts from Principal, the exclusive right during the Term of this Agreement to sell, as Principal's exclusive agent, all Tickets for the Sellable Capacity for every Attraction, via any and all means and methods, including, without limitation, on the Internet, by telephone, computer, IVR, television, clubs, outlets, or any other means of distribution. Principal shall ensure that the entire Sellable Capacity for every Attraction shall be made available for distribution on the TM System in accordance with this Agreement.

(b) **Sales by Principal:** Subject to the terms of this Section 4, Principal retains the right to: (i) sell single Tickets from the Facility Box Office to persons physically present at the Facility Box Office; (ii) sell Season/Contract Tickets; (iii) conduct Group Sales of Tickets; (iv) provide a reasonable number of House Seats for any Attraction to House Seat Recipients; and (v) provide Consignment Tickets for sale for mutually agreed upon Attractions, in a quantity to be mutually agreed upon between Principal and Ticketmaster.

(c) **No Third Party Systems or Services:** Notwithstanding the above, Principal shall not directly or indirectly from the Facility Box Office or otherwise, (i) use, or authorize or permit the use of any Internet website other than the TM.com Website or any equipment or services of any computerized or Internet ticketing company or system other than the TM System (any such website, equipment, services, company or system, a "Third Party Provider") in connection with the sale or issuance of Tickets; or (ii) sell or issue Tickets to any person who Principal believes (or has a reasonable basis to believe) will sell or issue such Tickets using a Third Party Provider. In addition, Principal shall not directly or indirectly authorize or permit any Tickets for any Attraction

which are retained, purchased, controlled or otherwise acquired or obtained by any House Seat Recipient or any of its affiliates to be sold or issued in any way and for any purpose using a Third Party Provider. Principal will be deemed to have a reasonable basis to believe that a person will sell or issue Tickets using a Third Party Provider if Principal is aware that such person or any of its affiliates is currently doing so with respect to tickets for current attractions, or has actually done so in the past with respect to any of Principal's tickets.

(d) **No Minimum Sales:** It is agreed and understood that neither Ticketmaster nor Principal guarantees or will guarantee that any minimum or fixed number of Tickets will be sold through the TM System for any Attraction.

(e) **Secondary Market Sales:** Ticketmaster shall provide secondary sales services to Principal upon terms and conditions to be mutually determined by the parties hereto.

(f) **New Methods of Sales:** The parties agree that the exclusive ticketing rights granted to Ticketmaster herein are to include all future methods of and technologies for Ticket distribution which may be developed from time to time during the Term of this Agreement, including, without limitation, new ways of selling, distributing and accepting Tickets.

5. **TM System Use and Operation.**

(a) **License of Hardware and Software:** Ticketmaster hereby grants Principal a non-exclusive, non-transferable license to use the Software and Hardware during the Term hereof for the purpose of accessing the TM System in connection with sales of Tickets to the Attractions as contemplated under this Agreement.

(b) **Installation; Line Costs:** Following the execution of this Agreement, Ticketmaster shall proceed with due diligence to install the Hardware and to provide Principal with on-line access to the Software to facilitate Ticket sales on behalf of Principal in a manner compatible with the objectives of this Agreement and with due consideration of the needs of Principal. If requested by Principal, any upgrades or enhancements to the Software or additional functionalities that may work in conjunction with the Software and any additional Hardware beyond that described in Exhibit B attached hereto, shall be provided to Principal at Ticketmaster's then current rates. The cost of all telephone line connections between the central computer facility and the Facility, and all monthly telephone line costs with respect to the operation of the TM System between the Facility and the central computer facility, shall be borne solely by Ticketmaster. Ticketmaster shall have no responsibility for any internal wiring or cabling (e.g. electrical, data lines, etc.), at the Facility and/or Principal's administrative office necessary for the proper functioning of the TM System and all ancillary software products (e.g. Ticketmaster Archtics, Ticketmaster Access Manager, if applicable).

(c) **Central Computer Facility:** Ticketmaster shall, at its sole expense, maintain one or more central computer facility(ies) at such location(s) as it shall deem necessary for the operation of the TM System. At least one of the central computer facilities will be in operation 16 hours a day during each and every day of the year, and will be adequately staffed to perform all ongoing licensed user assistance,

maintenance and repair services required to be performed by Ticketmaster under this Agreement.

(d) **Telephone Sales**: Ticketmaster shall provide telephone Ticket sales services on behalf of Principal with respect to Attractions and, in that regard, shall receive telephone calls for Ticket sales Monday through Sunday, except on Christmas Day. Such telephone service will be adequately staffed to perform ongoing licensed user assistance with respect to Ticket sales.

(e) **Internet Sales**: Following the execution of this Agreement, Ticketmaster shall proceed with due diligence to create pages within the applicable version of the TM.com Website to present information with respect to Tickets for Attractions and to facilitate Internet Sales. Such pages shall be designed in accordance with the look and feel of the TM.com Website, as such design may change from time to time. Ticketmaster shall operate one or more versions of the TM.com Website or a successor website on the World Wide Web or any successor thereto 365 days a year, excepting such reasonable down time as may be necessary or appropriate for website maintenance and updating for the purpose of, among other things, sales of Tickets to Attractions.

(f) **Maintenance and Repair**: Ticketmaster shall provide ordinary and routine maintenance and repair of the TM System at the Facility at no additional cost to Principal, provided that such maintenance or repair is not necessitated by the negligence of Principal, its employees, agents or representatives. Ticketmaster represents and warrants that adequate service and repair personnel on duty at the central computer facility will be available to meet the reasonably anticipated service needs of Principal from time to time. In the event of any breakdown or malfunction in the operation of the Hardware, or difficulties encountered in connection with access to the Software, Principal agrees to promptly notify Ticketmaster of any such breakdown, malfunction or difficulty to assist Ticketmaster in performing its obligations hereunder. In the event of any emergency, Ticketmaster further agrees to respond to such emergency as quickly as possible to provide Principal with repair services.

(g) **Supplies**: Nondurable operational supplies which are used at the Facility in connection with the operation of the TM System, including, without limitation, line printer paper, printer toner and ribbons, shall be paid for by Principal, and Principal shall be responsible for maintaining adequate supplies thereof to assure continuous operations at the Facility.

6. **Training of Facility Box Office Employees.** Principal shall staff the Facility Box Office with its employees for the proper operation of the TM System for Ticket sales made through the Facility. Ticketmaster shall train, at its expense, Principal's employees who shall be reasonably necessary for the initial staffing of the Facility Box Office and for initial operation of the TM System at the Facility. Ticketmaster shall also provide additional training at its cost to other employees of Principal to the extent such training is necessary as a consequence of changes in, or a modification of, the Hardware or Software or in Ticketmaster's method of operation. To the extent of any change in personnel by Principal in connection with Facility Box Office

sales requiring additional training beyond that initially contemplated hereunder, Principal agrees to absorb all of the expenses thereof.

7. **Facility Box Office Ticket Pick-Up.** At all times during the Term of this Agreement, Principal shall maintain a designated Facility Box Office location for the pick-up of Tickets purchased through Internet Sales and Telephone Sales. The pick-up location shall be open during the normal hours of operation of the Facility Box Office. Principal shall notify Ticketmaster of Principal's will-call capabilities and will-call Facility Box Office hours. Principal shall verify the identity of each person picking up Tickets at will-call via a valid photo identification (government issued) and the credit card used in the Ticket sales transaction. Principal shall not release Tickets to any customer whose identity has not been so verified.

8. **Attraction Set-Up.** In order to effectively utilize Ticketmaster's distribution technologies, within a reasonable time before (but in no event less than the time period described below) the scheduled on-sale date of Tickets for each Attraction (the "On-Sale Date"), Principal shall furnish Ticketmaster with all necessary information with respect to the Attraction, including, without limitation, seating layout of the Facility, Ticket structure, discounts permissible, information necessary to calculate Attraction Taxes, Ticket header information, color logos, entry information, vision and hearing information, wheelchair and other accessible seating information and such other information as is necessary for the proper sale of Tickets at the Facility Box Office, at all Outlets, by Internet Sales and Telephone Sales (collectively, the "Set-Up Information"). The parties intend that all accessible seating Tickets that are available for sale to persons desiring accessible seating shall be made available for sale on the TM System. Principal must provide the Set-Up Information to Ticketmaster at least five (5) business days prior to the On-Sale Date for new Attractions which do not utilize seating charts then existing in the TM System. Principal must provide the Set-Up Information to Ticketmaster at least two (2) business days prior to the On-Sale Date for new Attractions which utilize seating charts then existing in the TM System. Notwithstanding anything contained herein to the contrary, Ticketmaster shall have no responsibility and Principal shall indemnify and hold Ticketmaster harmless from and against any and all liabilities, claims, expenses (including court costs and reasonable attorneys' fees) and causes of action resulting from the inaccuracy of any Set-Up Information furnished by Principal pursuant hereto.

9. **Ticket Stock; Advertising.**

(a) **Tickets Sold at the Facility Box Office:** In the event Principal pays for all blank Ticket stock sold or printed at the Facility Box Office, Principal shall have the right to sell advertising on such Ticket stock. In the event Ticketmaster pays for all blank Ticket stock sold or printed at the Facility Box Office, Ticketmaster shall have the right to sell advertising on such Ticket stock.

(b) **Tickets Sold Through Ticketmaster and Hardware:** Ticketmaster, in its sole discretion, may promote and advertise on its own behalf, or on behalf of Principal or others, on all applicable Hardware and on all Tickets sold through the TM System by Ticketmaster.

(c) **Advertising; Linking**: Principal hereby grants to Ticketmaster the right, in Ticketmaster's sole discretion, to advertise, in any medium determined by Ticketmaster, including on the TM.com Website or other Ticketmaster or affiliated websites, Attractions and the availability of Tickets at the Facility Box Office, at all Outlets, and by Internet Sales and Telephone Sales and, in connection therewith, to use the name and logo of Principal, the Attraction, the Facility and all other information respecting the Attraction. Principal may, during the Term hereof, provide and place advertisements in any form of media which Principal shall desire to promote the availability of Tickets (except on websites or other media operated by, or on behalf of, third-party ticketing companies); provided, however, that in the event Principal shall place any such advertisements, it shall use its best efforts to cause Ticketmaster's name, logos, applicable TM.com Website address and charge-by-phone number to be displayed in the advertisement, as well as the address of the Facility and, if possible, the identity of the Outlets where Tickets may be purchased. In this regard, Principal shall cause its own website, if any, to deeplink to specified web page(s) within the applicable TM.com Website where ticket purchasers can begin the process of purchasing Tickets to Attractions bypassing earlier web pages shown to other ticket purchasers within the TM.com Website. Principal agrees to promote the availability of Tickets on the TM.com Website by including, at minimum, one "above-the-fold" graphic Ticketmaster branded link to the TM.com Website on each web page featuring one or more of the Attractions on Principal's website, if any. Such link will include the TM.com Website graphic logo and a call to action such as "buy tickets." The look and feel of any and all links from Principal's website to the TM.com Website are subject to Ticketmaster's prior approval. Principal agrees to comply with all terms and conditions of Ticketmaster's Client Style Guide, as it is amended from time to time. A current copy is available online at http://crc.ticketmaster.com.

(d) **Advertising Revenue**: Ticketmaster and Principal shall separately receive and retain all income derived from advertising which each is entitled to sell under subsections (a), (b) and (c) above.

(e) **Ticket Stock Security**: Principal shall be responsible for the security of Ticket stock in its possession, and the risk of loss of Ticket stock shall shift to Principal upon the delivery thereof to Principal or Principal's authorized representative, agent or employee.

10. **Accounting Procedures**.

(a) **Weekly Payments**: Ticketmaster shall collect and deposit all Ticket Receipts derived from Ticket sales for Attractions from all Outlets, Internet Sales and Telephone Sales in an account to be maintained by Ticketmaster. Withdrawals of all Ticket Receipts to which Principal is entitled shall be made from such account by Ticketmaster and remitted to Principal via ACH Transfer on Thursday of each week, with funds being available Friday of each week, with each weekly payment to be on account of TM System Ticket sales for Attractions made by Ticketmaster during Monday through Sunday of the week preceding such payment date. Each weekly payment shall be accompanied by a written accounting. Principal certifies that the account to which wire transfers will be sent is under:

the account name: Southeast Texas Entertainment Complex

acount number: 0902495O9

routing number: 113103726

at (name of bank): Community Bank & Trust, SSB

(b) **Cancelled Attractions; Refunds:** In the event that any Attraction is cancelled, postponed, or modified (e.g. substitute acts) for any reason (each, a "Cancelled Attraction"), the Account Balance shall be held and made available for distribution by Ticketmaster to Ticket purchasers entitled to refunds for Tickets for Cancelled Attractions purchased from Ticketmaster. For purposes of this Agreement, the term "Account Balance" shall mean the amount of funds held at any time by Ticketmaster on account of Ticket sales for all Attractions, less the amount of Ticket sales proceeds which Ticketmaster is entitled to retain hereunder. Principal authorizes Ticketmaster to refund the Ticket price at the original point of purchase (e.g., at Outlets, or by Internet Sales or Telephone Sales), and to exchange Tickets pursuant to any exchange policy which may be adopted by Principal and Ticketmaster. It is agreed and understood that Ticketmaster is the Ticket selling agent of Principal and therefore Ticketmaster's agreement to make any refunds as the agent of Principal is subject and limited to Ticketmaster holding or receiving from Principal the full amount of funds necessary to make refunds to all Ticket purchasers properly entitled to a refund. Principal and Ticketmaster agree that Ticketmaster shall be entitled to retain the Inside Charges, Convenience Charges and Processing Fees assessable with respect to the initial sale of Tickets to Cancelled Attractions although no additional compensation shall be payable to, or fee assessed by, Ticketmaster with respect to the exchange of any Tickets initially purchased from Ticketmaster. It is the current policy of Ticketmaster to refund Convenience Charges to Ticket Purchasers. Principal shall be responsible for all refunds and exchanges of Tickets initially purchased at the Facility Box Office.

(c) **Chargebacks:** Ticketmaster reserves the right to deduct from Principal's settlement, the Face Value, Order Processing Fee, and Principal's credit card fee (as set forth in Section 3(c) above) portions of any Chargebacks that Ticketmaster receives from its merchant bank, for up to eighteen (18) months after the occurrence of an Attraction. Ticketmaster shall be responsible for the remaining portions of any Chargebacks, except to the extent caused by Principal's failure to obtain signatures, swipe credit cards, or follow any procedures provided by Ticketmaster or the merchant bank with respect to acceptance of credit cards, including, but not limited to, cardholder verification instructions for will-call and other alternative Ticket delivery/pick-up services. For purposes of this Agreement, "Chargebacks" shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization's rules (e.g. cardholder dispute, fraud, declined transaction, returned Tickets for Cancelled Attractions, etc.).

(d) **Insolvency; Deficiency Amounts; Security for Repayment:** Principal shall provide immediate written notice to Ticketmaster in the event it files any voluntary or involuntary petition under the bankruptcy or insolvency laws or upon any

appointment of a receiver for all or any portion of Principal's business, or the assignment of all or substantially all of the assets of Principal for the benefit of creditors (each, a "Material Financial Event"). The parties agree that this Agreement constitutes a financial accommodation by Ticketmaster to Principal as such term is utilized in 11 U.S.C. § 365. If at any time, the Account Balance is not sufficient to pay for anticipated refunds or Chargebacks, Principal shall deliver the amount of such deficiency ("Deficiency Amount") to Ticketmaster no later than twenty four (24) hours after notice by Ticketmaster to Principal. Ticketmaster shall have the right to setoff any Deficiency Amount against any amounts held by Ticketmaster on behalf of Principal. In the event of any Material Financial Event or in the event Principal has not paid any Deficiency Amount when due, Ticketmaster shall have the option to require Principal to provide additional security to Ticketmaster of a type (e.g. letter of credit, guaranty or performance bond) and in an amount as requested by Ticketmaster in its sole discretion, which Principal shall provide to Ticketmaster within five (5) business days after Ticketmaster's request. Ticketmaster reserves the right to require Principal to provide current financial statements to Ticketmaster within five (5) business days after Ticketmaster's written request.

(e) **Counterfeit Tickets:** It is agreed and understood that Ticketmaster shall not be liable to Principal for the printing and sale of counterfeit Tickets, including, without limitation, ticketFast™ Tickets.

11. **Taxes.**

(a) Principal shall keep the Hardware free and clear of all levies, liens and encumbrances which are caused by Principal or under Principal's control and shall promptly reimburse Ticketmaster for all license fees, registration fees, assessments, charges and taxes, whether federal, state, county, municipal or other governmental or quasi-governmental, with respect to the Hardware located at the Facility, including, without limitation, use, excise and property taxes, and penalties and interest with respect thereto, except and excluding, however, any taxes based on or measured solely by Ticketmaster's net income.

(b) Principal shall notify Ticketmaster of the correct rates for calculating Attraction Taxes, and shall monitor Principal's Ticket sales audit reports to ensure that Attraction Taxes have been properly calculated. Ticketmaster shall be responsible for collecting any and all Attraction Taxes at the rates so designated by Principal (and if Principal has failed to so designate, Ticketmaster shall use its good faith efforts to determine the applicable tax rate and shall use such rate to calculate and collect Attraction Taxes, subject to Principal's payment obligations as set forth below), for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Attraction Taxes and for timely remitting the Attraction Taxes to the appropriate taxing authority. Ticketmaster will collect the Face Value of each Ticket and turn over to Principal the Ticket Receipts to which it is entitled as provided in Section 10. In the event that Ticketmaster has to pay any Attraction Taxes that are caused by the inaccuracy of information provided by Principal, or by Principal's failure to provide the correct tax rate to Ticketmaster, Principal shall promptly reimburse Ticketmaster for any and all such Attraction Taxes paid by Ticketmaster, including penalties and interest assessed with respect thereto (other than Attraction Taxes, penalties and interest that

Ticketmaster pays directly out of Principal's Ticket Receipts), and shall also promptly reimburse Ticketmaster for any and all expenses (including reasonable attorneys' fees) or damages that result from the failure by Principal to timely reimburse Ticketmaster for any and all such Attraction Taxes, interest and penalties as provided above.

(c) Principal certifies that Principal's federal taxpayer identification number (FEIN or SSN) is **23-2511871** under which Principal remits Attraction Taxes.

12. **Audit of Sales**. At all times during the Term of this Agreement, (i) Principal shall have the right at its own expense to audit Ticket sales for Attractions made by Ticketmaster to assure its compliance with the terms of this Agreement, and (ii) Ticketmaster shall have the right at its own expense to audit Ticket sales for Attractions made by Principal and by others (including, without limitation, the promoter and sponsor of any Attraction and the act or event itself) to assure their compliance with the terms of this Agreement.

13. **Protection of Hardware**. Principal acknowledges that the Hardware will be used by Principal at the Facility, and that Ticketmaster does not own, operate or control such location. Accordingly, the parties agree as set forth below with respect to the Hardware:

(a) **Loss and Damage**: Principal hereby assumes and shall bear the entire risk of loss and damage to the Hardware, ordinary wear and tear excepted, whether or not insured against, once installed, unless occasioned by the negligence of Ticketmaster, from any and every cause whatsoever from the date of delivery of the Hardware to the Facility until removal thereof following termination of this Agreement. No such loss or damage to the Hardware shall impair any obligation of Principal under this Agreement. In the event of loss or damage of any kind to any Hardware, Principal, at its sole option, shall within thirty (30) days after such loss or damage:

(i) Place the same, or replace the same with similar property, in good repair, condition and working order to the satisfaction of Ticketmaster; or

(ii) Pay Ticketmaster in cash the full replacement cost of the Hardware, and Ticketmaster shall promptly install new hardware to replace the lost or damaged Hardware.

(b) **Insurance:**

(i) Principal shall, at its own expense, provide and maintain at all times during the Term hereof insurance to protect the Hardware against loss caused by fire (with extended coverage), vandalism, malicious mischief, theft, or any other cause in an amount equal to the full replacement value of the Hardware as determined by Ticketmaster. Should Principal become unable to provide or maintain such insurance coverage, Principal shall promptly notify Ticketmaster in writing prior to the expiration of any such coverage and, thereafter, Ticketmaster shall have the right, but shall not be obligated, to provide insurance coverage for the occurrences specified above and charge Principal the costs of such insurance coverage;

(ii) Principal shall provide, at its sole expense, comprehensive

or commercial general liability and property damage insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate, for its protection and the protection of Ticketmaster; and

(iii) Except as expressly provided in clause (ii) above, all insurance provided and maintained by Principal shall be in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies as Ticketmaster and Principal shall agree upon, and in all cases such insurance policies shall provide for the waiver of the insurer's right of subrogation against Principal and Ticketmaster. All policies of insurance shall name Ticketmaster as an additional insured and shall provide for at least ten (10) days prior written notice of cancellation, or non-renewal or material modification to Ticketmaster. Principal shall furnish Ticketmaster with certificates of such insurance or other evidence satisfactory to Ticketmaster as to its compliance with the provisions of this Section.

(c) **Hardware and Software is Personal Property:** Principal covenants and agrees that the Hardware and Software is, and shall at all times be and remain, personal property which shall, at all times, remain the sole and exclusive property of Ticketmaster, and Principal shall have no right, title or interest therein or thereto except as a licensed user thereof. If requested by Ticketmaster, Principal will obtain a certificate, in form satisfactory to Ticketmaster, from all parties with a real property interest in the premises wherein the Hardware may be located, waiving any claim with respect to the Hardware. Except as may be necessary to prevent damage to or destruction of the Hardware, Principal will not move the Hardware nor permit such Hardware to be moved without Ticketmaster's prior written consent, which consent shall not be unreasonably withheld, and shall give Ticketmaster prompt written notice of any attachment or other judicial process affecting any item of Hardware.

(d) **Designation of Ownership:** If, at any time during the Term hereof, Ticketmaster supplies Principal with labels, plates or other markings stating that the Hardware is owned by Ticketmaster, Principal shall affix and keep the same in a prominent place on the Hardware in recognition of Ticketmaster's ownership of the same.

(e) **Use:** Principal shall use the Hardware in a careful and proper manner and shall comply with and conform to all federal, state, county, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Hardware. Neither Principal, nor its employees, agents, servants or representatives, shall alter, modify, copy or add to the Hardware or Software without the prior written consent of Ticketmaster.

(f) **Surrender of Hardware:** Upon the expiration or termination of this Agreement, Principal shall return the Hardware to Ticketmaster in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

14. **Termination.**

(a) Upon an Event of Default pursuant to Exhibit A by Ticketmaster, Ticketmaster shall, without demand, forthwith pay to Principal all amounts due and owing pursuant hereto, and Principal may:

(i) require Ticketmaster to remove all Hardware from the Facility; and

(ii) terminate this Agreement.

(b) Upon an Event of Default pursuant to Exhibit A by Principal, Principal shall, without demand, forthwith pay to Ticketmaster all amounts due and owing pursuant hereto and Principal authorizes Ticketmaster to setoff any amounts owed to Ticketmaster hereunder against any amounts held by Ticketmaster on behalf of Principal, and Ticketmaster may:

(i) terminate Principal's right to access and use the TM System and take immediate possession of the Hardware wherever the same may be located without demand, notice or court order; and

(ii) terminate this Agreement.

(c) No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy herein or otherwise available at law or in equity, each and all of which are subject to the limitations contained in Section 7 of Exhibit A.

15. **Miscellaneous.**

(a) **Representatives:** During the Term of this Agreement, each party shall designate in writing an individual who will serve as its representative with respect to the resolution of disputes which may arise in connection with the administration of this Agreement. Principal initially designates Roger Newton as Principal's representative in such capacity. Ticketmaster initially designates David Willis as Ticketmaster's representative in such capacity.

(b) **Additional Documents:** Each of the parties hereto agrees to execute and deliver such additional and further documents and instruments as may be necessary or appropriate to carry out the intents and purposes of this Agreement.

EXHIBIT A

STANDARD TERMS AND CONDITIONS

1. Intellectual Property/Limited License/ Purchaser Data and Use of Opt-Outs.

(a) Each party shall retain all right, title and interest in and to its respective trademarks, service marks and trade names worldwide ("Intellectual Property") subject to a limited non-exclusive, non-transferable license necessary to perform this Agreement. Each party grants the other a royalty-free, non-exclusive, non-transferable license, during the Term, within the territory, to include such party's pre-approved Intellectual Property solely in connection with the promotions and marketing contemplated hereunder as set forth above. Specifically, and without limitation, Ticketmaster will retain all rights in any individual TM System user data that is collected by Ticketmaster by means other than as part of a ticket purchase transaction, as further described in Paragraph (c) below.

(b) Each party shall use the other's Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, nor shall it act or permit action in any way that would impair the rights of owning party in its Intellectual Property. Each party acknowledges that its use of the other party's Intellectual Property shall not create any right, title or interest in or to such Intellectual Property. Each party shall have the right to monitor the quality of the other party's use of its Intellectual Property. Any references to a party's Intellectual Property shall contain the appropriate trademark, copyright or other legal notice provided from time to time by owning party.

(c) Principal and Ticketmaster will jointly retain rights in the individual data with respect to persons who actually purchased tickets to Principal's Attractions through Ticketmaster (whether by telephone call, outlet or via the Internet) ("Purchaser Data"), subject to the terms hereof. Ticketmaster will solely retain rights in any other individual user data that is collected by Ticketmaster other than the Purchaser Data described above. Ticketmaster takes seriously its efforts to ensure the privacy rights of ticket purchasers. Principal therefore agrees to use the Purchaser Data only in compliance with all applicable laws and administrative rulings and in accordance with Principal's own posted privacy policies. Ticketmaster also requires that Principal include in any email communications that Principal may make based on the Purchaser Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Principal and that Principal honor such opt-out preferences. Please note that Ticketmaster will only provide Principal with Purchaser Data with regard to those individuals who have not "opted-out" from Ticketmaster sharing this data with Principal. Principal agrees to not use the Purchaser Data for any purpose except as expressly set forth in this Agreement.

2. **Approvals.** All materials submitted to either party for approval must be submitted in writing to the location and person(s) as indicated by such party from time to time.

3. Representations and Warranties. Each party represents and warrants that it has the necessary and full corporate rights, power, authority and capabilities to enter into this Agreement and to perform its obligations hereunder; that it owns or controls the rights granted or licensed to the other party herein; and that the execution of and performance of its obligations under this Agreement will not violate the rights of any third party, nor any applicable federal, state and local law or regulation.

4. Disclaimer of Warranty.

(a) Each party expressly disclaims any warranty that the use of its software, computer systems (including the TM System, as defined in the Agreement) or other online services (collectively, "Systems") will be uninterrupted or error free or that the specifications will meet the other party's requirements. Except for the express warranties stated above, neither party makes any warranty as to its respective Systems hereunder.

(b) Each party's Systems are provided to the other party on an "AS-IS" basis without warranties of any kind, either express or implied, including without limitation warranties of merchantability or fitness for a particular purpose or use with respect to the Internet or use of information in connection with any Systems provided herein. Each party acknowledges that electronic communications and databases are subject to errors, tampering and break-ins. While each party agrees to take reasonable security precautions to avoid such occurrences, neither party guarantees nor warrants that such events will not take place.

5. Limitation on Liability. Except as specifically set forth herein with respect to infringement and indemnity, in no event shall Ticketmaster be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, lost ticket revenues, lost opportunity costs or any other economic loss, of any type or nature, or for events or circumstances beyond Ticketmaster's control, even if a party has been advised of the possibility of such damages. Neither occasional short term interruptions of service which are not unreasonable under comparable industry standards not interruptions of service resulting from events or circumstances beyond Ticketmaster's reasonable control shall be cause for any liability or claim against Ticketmaster hereunder, nor shall any such occasion render Ticketmaster in default under this Agreement.

6. Indemnification. Each party agrees to defend, indemnify and hold harmless the other party, its directors, officers, employees, affiliates and agents, against any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that it is based upon a breach of such party's representations, warranties or obligations hereunder; it arises out of the negligence or willful misconduct of such party; and it is based upon such party's violation of any applicable federal, state or local law or regulation in providing products or services hereunder. Principal also agrees to so indemnify Ticketmaster for any claims against Ticketmaster arising out of Principal's use of the Purchaser Data for any purpose, including without limitation for the explicit purposes set forth in this Agreement; for Principal's management, operation or use of the TM System; for any negligence or intentional misconduct by Principal, its employees or agents at any Attraction; any injuries (including death) occurring at or in connection with any Attraction; or the failure of any Attraction to occur or to occur in the manner advertised or promoted; except to the extent that such claim is a result of Ticketmaster's negligence or willful misconduct. The indemnified party must notify the other party promptly in writing of any claim hereunder, and provide, at such other party's expense, all reasonably necessary assistance, information and authority to allow the other party to control the defense and settlement of such claim. Additionally, each party shall notify the other promptly in writing of any known infringement of the other's Intellectual Property.

7. Termination.

(a) This Agreement may be terminated by either party in the event of any material default in or material breach of the terms and conditions of this Agreement by other party, after the other party has received written notice of default and fifteen (15) business days to cure such default; or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors.

(b) This Agreement may be terminated on ten (10) days prior written notice, at the sole discretion of Ticketmaster in the event that more than 50% of Principal's assets or voting stock is sold or otherwise assigned to a third party.

(c) Upon the effective date of any termination or expiration of this Agreement provisions regarding ownership of intellectual property rights, representations and warranties, confidentiality, indemnification, limitation of liability, non-solicitation, jurisdiction and venue shall remain in full force and effect; each party shall immediate cease the use of the other party's Intellectual Property; each party shall return, or at the other party's request, destroy all copies of Confidential Information, Intellectual Property and all other property belonging to and/or received from the other party.

8. Confidential Information.

(a) The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information regarding their business, products, software technology or other Intellectual Property (including without limitation, the Purchaser Data) that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information").

(b) This Agreement is deemed to be Confidential Information. Confidential Information shall not include information which (i) becomes a part of the public domain through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure and had not been subject to limitations on disclosure or use, as shown by the receiving party's files existing at the time of disclosure; (iii) is independently developed by the receiving party by persons who have not had access to the Confidential Information of the disclosing party; or (iv) is lawfully disclosed hereafter to the receiving party, without restriction, by a third party who did not acquire the information directly or indirectly from the disclosing party. Each party agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party. Each party shall take every reasonable precaution to protect the confidentiality of the other party's Confidential Information.

9. Governing Law/Jurisdiction. This Agreement shall be interpreted and governed by the laws of the State of California, without reference to conflict of laws principles. Each of the parties hereto agree that the state courts, and the United States federal courts, that are located in the State of Texas shall each have subject matter jurisdiction hereunder and personal jurisdiction over each of the parties hereto. Each such party hereby consents thereto, and hereby waives any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent that any proceeding is conducted in accordance with the foregoing provision.

10. Waiver of Jury Trial. In the event the parties are required for any reason to submit any dispute hereunder to trial, the parties expressly agree to waive the right to a jury trial, because the parties hereto, all of whom are

represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.

11. Entire Agreement; Modification. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies.

12. Assignment. Principal may not assign its rights or obligations under this Agreement or any interest therein without the prior written consent of Ticketmaster. Ticketmaster may assign its rights hereunder to its parent, subsidiary, or affiliated companies and/or such companies controlling or controlled by Ticketmaster, or a company under common control or ownership with Ticketmaster. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void.

13. Relationship of the Parties. Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth herein (e.g. Ticketmaster is the agent of Principal with respect to ticket sales and distribution). Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

14. Delays. Neither party shall be liable or deemed in default, and no event of default shall be deemed to have occurred, as a result of any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely and exclusively beyond the control of that party, but only for so long as such delay shall continue to prevent performance.

15. Non-Solicitation. Neither party shall solicit, recruit or hire the other party's employees and independent contractors during the Term hereof or for a period of one-year following the expiration or earlier termination of this Agreement.

16. Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

17. Notices. Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth immediately below the signature line hereto or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or my an overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail.

18. International Service of Process. If Principal's primary place of business is outside of the United States, Principal hereby agrees to accept service of process by the California Secretary of State.

19. Binding Agreement/Counterparts. This Agreement shall not be binding upon the parties until executed by and delivered to each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

20. Legal Review. Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement will be construed as if drafted jointly by the parties. The parties expressly agree that the construction and interpretation of this Agreement shall not be strictly construed against the drafter.

21. Attorney's Fees. In addition to all other rights and remedies of the parties hereunder, the prevailing party in any action brought pursuant to this Agreement shall also be entitled to recover from the other party all reasonable attorney's fees, costs and other expenses incurred by it connection with such proceeding.

EXHIBIT B

HARDWARE SCHEDULE

1. Facility Box Office Hardware

Location of Hardware	Quantity	Description
SETEC Amphitheater Box Office 5115 I-10 South Beaumont, TX 77701	1 1 1 9 9 11 9	Cisco Router Cisco csu/dsu Modem Cisco Switch PC's Monitors Ticket Printers Credit Card Swipers

Location of Hardware	Quantity	Description
SETEC Arena Box Office 5115 I-10 South Beaumont, TX 77701	1 1 1 12 12 17 12	Cisco Router Cisco csu/dsu Modem Cisco Switch PC's Monitors Ticket Printers Credit Card Swipers

2. Ticketmaster AccessManager

AccessManager Hardware

Quantity	Description
12	Access Points
20	Scanners
2	Server PC's
2	Monitors

EXHIBIT C

TICKETMASTER ACCESSMANAGER BARCODE SYSTEM

1. **Definitions**. All defined terms used and not otherwise defined herein shall have the meanings set forth for them in the Agreement.

(a) "AccessManager Hardware" means the computer hardware and communications equipment (e.g. the Scanners necessary to provide the Ticketmaster AccessManager System at the Facility) Hardware described in Section 2 of Exhibit B attached to the Agreement. Unless specifically provided otherwise herein, the term "Hardware" as used in the Agreement shall be deemed to include the AccessManager Hardware.

(b) "AccessManager Software" means Ticketmaster's proprietary integrated event ticketing bar code and other access control software commonly known as Ticketmaster AccessManager™ that is designed to interface with the TM System. Unless specifically provided otherwise herein, the term "Software" as used in the Agreement shall be deemed to include the AccessManager Software.

(c) "Ticketmaster AccessManager System" means Ticketmaster's procedures, personnel, and repair and maintenance services related to the AccessManager Software which, in the aggregate, comprise an integrated event ticketing access system commonly known as Ticketmaster AccessManager™ designed to interface with the TM System, to facilitate certain reporting systems and to provide various enhanced services to the patron admissions process through the use of bar codes or other media printed on Tickets. Unless specifically provided otherwise herein, the term "TM System" as used in the Agreement shall be deemed to include the Ticketmaster AccessManager System.

2. **License**. Ticketmaster owns the AccessManager Software and shall own any and all releases of subsequent versions, upgrades and modifications. Ticketmaster hereby grants to Principal a non-exclusive right and license to use the AccessManager Software in the Ticketmaster AccessManager System and all releases of subsequent versions of the AccessManager Software for Principal's use solely in connection with Attractions held at the Facility, upon the terms and conditions set forth herein.

3. **Ticketmaster AccessManager™ Access**. Principal agrees to utilize and make available to the public at all times throughout the Term of this Agreement the Ticketmaster AccessManager System at all doors at the Facility.

4. **Fees and Costs**. Ticketmaster will be responsible for all costs and fees with respect to the installation and licensing of the AccessManager Software and Ticketmaster AccessManager System and the purchase prices and installation fees for the AccessManager Hardware.

5. **Installation and Training**. Ticketmaster shall assist Principal in the installation of the AccessManager Hardware and the initial training of Principal's

personnel on use of the Ticketmaster AccessManager System. Principal agrees to provide at its cost all wiring necessary to connect the Access Point Units to the Network Server and all power necessary to operate the Access Point Units and the Network Server. Principal may purchase additional AccessManager Hardware or subsequent upgrades or modifications to the AccessManager Hardware at Ticketmaster's purchase prices then in effect.

6. **Use of the Ticketmaster AccessManager System.** The Ticketmaster AccessManager System and all related materials may only be used by Principal in connection with the existing TM System and for the purposes stated herein and may not be utilized with any other third-party computers or system or for any other purpose or by or for any other person or entity. The Ticketmaster AccessManager System may be utilized only in connection with the Facility without the prior written consent of Ticketmaster. None of Principal, its employees, agents, servants or representatives, shall alter, modify, copy or add to the AccessManager Hardware or AccessManager Software without the prior written consent of Ticketmaster.

7. **Maintenance and Repairs; Warranty.** Ticketmaster agrees to provide ordinary and routine maintenance and repair of the AccessManager Software and the AccessManager Hardware. Notwithstanding the above, ordinary and routine maintenance or repair shall not include repair necessitated by the negligence or willful misconduct of Principal, its employees, agents or representatives (which shall include, but not be limited to, improper handling or storage of the AccessManager Hardware) nor shall ordinary and routine maintenance and repair include replacement of batteries. In the event of any breakdown or malfunction in the operation of the AccessManager Hardware, or difficulties encountered in connection with access to the AccessManager Software, Principal agrees to promptly notify Ticketmaster of any such malfunction to assist Ticketmaster in performing its obligations hereunder. Ticketmaster shall not provide, and Principal shall be solely responsible for, all maintenance and repairs for the Hardware. Ticketmaster shall assign (to the extent assignable) to Principal all manufacturer warranties received by Ticketmaster in connection with the Hardware.

8. **Signage and Advertising.**

(a) **Signage:** Principal may designate a door to accept ticketFast™ tickets. At any such designated door, Principal shall affix and shall keep in place at all times in a prominent location signage that meets Ticketmaster's guidelines (as further described in Subsection (b) below).

(b) **Advertising:** Principal may, during the Term hereof, provide and place advertisements in any form of media which Principal shall desire to promote the availability of the Ticketmaster AccessManager System and ticketFast™ technology (except on websites or other media operated by, or on behalf of, third-party ticketing companies); provided, however, that in the event Principal shall place any such advertisements, it shall cause Ticketmaster's name and logo, including specifically the ticketFast™ logo, to be displayed in all such advertisements (except Principal shall not be required to do so in any 1/8 – 1/4 vertical column print advertisements) in accordance with Ticketmaster's Client Style Guide, as it may be updated from time to time. A current copy is available online at crc.ticketmaster.com.

IN WITNESS WHEREOF, Ticketmaster and Principal have caused this Licensed User Agreement to be duly executed as of the date first above written.

TICKETMASTER L.L.C.,
a Delaware limited liability company

By: _____

Title: Executive Vice President

Address: 3000 Weslayan
Suite 275
Houston, TX 77027
Attn: David Willis

With a copy to:

Ticketmaster L.L.C.
Address: 4849 Greenville Avenue
Suite 500
Dallas, TX 75206
Attn: Neal Gunn, Exec. Vice President

And with a copy to:

Ticketmaster L.L.C.
Address: 8800 Sunset Boulevard
West Hollywood, CA 90069
Attn: General Counsel

SMG/SETEC,
a Pennsylvania general partnership

By: _____
Its: General ~~Partner~~ Mgr.

By: Fred Roger Newton

Title: GM

Address: 701 Market Street
Suite 4400
Philadelphia, PA 19106

With a copy to:

SETEC
Address: 1149 Pearl Street, 3rd Floor
Beaumont, TX 77701
Attn: Roger Newton, General Manager

And with a copy to:

SMG
Address: 701 Market Street
Suite 4400
Philadelphia, PA 19106
Attn: John Burns, CFO

AMENDMENT TO LICENSED USER AGREEMENT

THIS AMENDMENT TO LICENSED USER AGREEMENT (this "**Amendment**") is dated as of the 28 day of February, 2011, and is effective as of January 1, 2011 (the "**Effective Date**") by and between Ticketmaster L.L.C., a Virginia limited liability company ("**Ticketmaster**"), and SMG, a Pennsylvania general partnership ("**Principal**") as agent for Jefferson County, Texas ("**Owner**") of the Facility (as defined below).

BACKGROUND

Ticketmaster and Principal are parties to that certain Licensed User Agreement dated as of February 1, 2003, as the same may have been amended in writing prior to the date hereof (collectively, the "**Original Agreement**"). Principal manages and operates Ford Park (f/k/a Southeast Texas Entertainment Complex) (which together with such other facilities as may be covered by the Original Agreement, are collectively, the "**Facility**") pursuant to that certain management agreement between Principal and the owner currently in effect as of the date hereof, as the same may be amended or replaced in the future (the "**Management Agreement**").

Ticketmaster and Principal desire to modify and amend the Original Agreement in certain respects, including extending the Term thereof, as set forth below. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the meanings ascribed to them in the Original Agreement.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendments to Original Agreement. The Original Agreement is hereby amended as follows, effective as of the Effective Date:

a. The parties hereto agree that notwithstanding anything to the contrary contained in the Original Agreement (i) the Term of the Original Agreement shall be extended until the earlier of December 31, 2015 or the date upon which Principal's Management Agreement at the Facility terminates or expires and (ii) any further extension of the Original Agreement beyond the time period described in clause (i) above shall be by mutual written agreement of the parties hereto. To the extent that as of the date hereof Principal's Management Agreement expires prior to December 31, 2015, and Principal thereafter successfully negotiates with the Facility owner to extend the Management Agreement term beyond such date, Principal shall promptly notify Ticketmaster of such extended term, and the term of the Original Agreement shall be extended until the earlier of December 31, 2015 or the date upon which the Management Agreement, as so extended, terminates or expires.

b. Notwithstanding anything to the contrary contained in the Original Agreement, (i) Ticketmaster's fees for the TicketFast service are hereby eliminated, and Principal shall no longer be entitled to any Royalties with respect thereto, and (ii) no Inside Charges shall be assessed in connection with the sale (other than assessment of applicable credit card charges as set forth below) or printing of any Tickets.

c. In consideration for Ticketmaster's elimination of the fees for the TicketFast service, each current base Convenience Charge set forth in the Original Agreement (i.e., for all Face Values) is hereby increased in an amount equal to $0.40 per ticket. Additionally, on January 1, 2012 and on January 1 of each year thereafter during the Term, the Convenience Charges shall be increased by an additional $0.25 per ticket.



AMENDMENT TO LICENSED USER AGREEMENT

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b. Notwithstanding anything to the contrary contained in the Original Agreement, (i) Ticketmaster's fees for the TicketFast service are hereby eliminated, and Principal shall no longer be entitled to any Royalties with respect thereto, and (ii) no Inside Charges shall be assessed in connection with the sale (other than assessment of applicable credit card charges as set forth below) or printing of any Tickets.

c. In consideration for Ticketmaster's elimination of the fees for the TicketFast service, each current base Convenience Charge set forth in the Original Agreement (i.e., for all Face Values) is hereby increased in an amount equal to $0.40 per ticket. Additionally, on January 1, 2012 and on January 1 of each year thereafter during the Term, the Convenience Charges shall be increased by an additional $0.25 per ticket.



d. Notwithstanding anything to the contrary contained in the Original Agreement, from and after the Effective Date, (i) the Royalties payable to Principal shall be modified as follows: (A) the percentage Royalty on Convenience Charges shall be thirty-five percent (35%) of such charges and (B) the percentage Royalty on Processing Fees shall be thirty-five percent (35%) of such fees, and (ii) Principal shall no longer be entitled to any advertising or marketing allowance, ticket sales volume incentive payment, or similar fixed or variable payment from Ticketmaster (other than Royalties as described above), if applicable.

e. Notwithstanding anything to the contrary contained in the Original Agreement, from and after the Effective Date, the assessment of credit card charges shall be as follows:

> With respect to all Tickets purchased via Telephone Sales and Internet Sales, the Convenience Charge will be adjusted to include the credit card company charge in an amount equal to 2.285% of the Face Value of such Tickets, provided that the Convenience Charge will be rounded up to the nearest nickel. With respect to Tickets sold via Outlets, the Convenience Charge will be adjusted to include the credit card company charge in an amount equal to 2.78% of the Face Value of such Tickets, provided that the Convenience Charge will be rounded up to the nearest nickel. Such rates set forth above are subject to automatic increase due to changes to the interbank rates imposed on Ticketmaster.

f. From and after the Effective Date, the fees charged to Principal for use of the MailManager email blast system shall be waived; however, the parties acknowledge that Ticketmaster may decide in the future to provide an alternative email blast system through a third party contractor. In such event, Ticketmaster and Principal shall mutually agree in advance on the charges for Principal's use of such alternative system.

g. To the extent that the capacity in which Principal signs this Amendment is different than how it signed the Original Agreement (as agent for the owner of the Facility versus as an independent contractor of such owner), the capacity in which Principal signs this Amendment shall govern and control, and any references in the Original Agreement to "Principal" shall be amended to reflect such correct capacity.

h. Paragraph 1.c. of that certain Amendment to Licensed User Agreement dated as of September 1, 2008 between Ticketmaster and Principal (the "2008 Amendment") is hereby deleted in its entirety, and shall be of no further force or effect. For the avoidance of doubt, Principal shall no longer be entitled to (i) royalties on TicketExchange fees in an amount equal to the percentage of Convenience Charge royalties to which Principal is entitled under the Original Agreement, plus five percent (5%), or (ii) royalties on any tickets sold through TicketsNow, in each case, as described in Paragraph 1.c. of the 2008 Amendment. Notwithstanding the foregoing, but solely with respect to resales of tickets through TicketExchange, Principal shall be entitled to the fixed royalties on TicketExchange fees as expressly set forth in the Original Agreement prior to the effectiveness of the 2008 Amendment.

2. Effect of Amendment. Except as amended in paragraph 1 hereof, the Original Agreement and all terms and conditions thereof shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Original Agreement or in any instrument, document or consideration executed or delivered pursuant to the Original Agreement to "this Agreement," "hereof," "hereto," and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Original Agreement, as amended by this Amendment.

3. Governing Law. This Amendment will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to otherwise applicable principles of conflicts of law.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

5. Power and Authority. Each party hereby represents and warrants to the other that each has full legal right, power and authority to enter into this Amendment and to perform its respective obligations hereunder.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

TICKETMASTER L.L.C.,
a Virginia limited liability company

By:_____
Name:_____
Title: _____

SMG,
a Pennsylvania general partnership,
as agent for Jefferson County, Texas

By:_____
Name: John A. Hughes
Title: General Manager

PEPSI BEVERAGES COMPANY

BEVERAGE SALES AGREEMENT

This sets forth the agreement ("***Agreement***") between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 2750 West Cardinal Drive Beaumont TX 77705 ("***Pepsi***") and SMG, with its principal place of business at Ford Park, 51151-10 South Beaumont, Texas, 77705 (the "***Customer***") relating to the purchase by the Customer from Pepsi of the Products. The support described below is in lieu of any other discounts, allowances or rebates to which the Customer might otherwise be entitled from time to time.

WITNESSETH:

WHEREAS, Jefferson County, Texas owns and operates the Facility (as defined below) and, pursuant to a separate agreement with SMG, has authorized SMG to act as agent on behalf of Jefferson County with respect to the management and operation, including food and beverage operations, at the Facility; and

WHEREAS, SMG has the authority to offer exclusive beverage availability rights in the Facility and desires to grant to Pepsi the right to sell its beverage products in the Facility; and

WHEREAS, Pepsi desires to exclusively sell certain of its beverage products in the Facility.

NOW THERFORE, in consideration of the mutual promises contained in the Agreement, the parties agree to the following terms.

Definitions

As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

"***Beverage***" or "***Beverages***" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas ("***LCT***"), (ix) frozen carbonated and non-carbonated beverages ("***FB***"), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

"***Cases***" shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

"***Facility***" shall mean the existing Customer facilities operated under the Ford Park trademarks as listed in attached Exhibit A and shall include any restaurant, outlet or other facility within Ford Park that may be opened or operated by the Customer during the Term. In the event that new Facilities are added during the Term of this Agreement, the parties shall create an updated Exhibit A and attach it hereto. The Facilities shall include the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those areas.

"***Gallons***" shall mean the number of gallons of the Postmix Products purchased by the Customer from Pepsi.

"***Packaged Products***" shall mean Beverages that are distributed in pre-packaged form (*e.g.*, bottles and cans). A current list of Pepsi's Packaged Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"***Postmix Products***" shall mean Beverages used to create and dispense fountain beverages and/or frozen carbonated and non-carbonated beverages. A current list of Pepsi's Postmix Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"***Products***" shall mean Postmix Products, Packaged Products and LCT manufactured, bottled, sold and/or distributed by Pepsi.

"***Year***" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. Term

The term of this Agreement shall commence on January 1, 2016 and expire on December 31st, 2020 (the "***Term***").

2. Scope

(A) **Exclusive Pouring Rights**

During the Term of this Agreement Pepsi shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products) available for sale and distribution within the Customer's Facilities, including at all locations located within the Facilities where Beverages are sold and catering operations for Customer or its Facilities. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Facilities, and Customer will cause the purchasing representative for each of the Facilities to purchase all its respective requirements for such Products directly and exclusively from Pepsi, subject to the permitted exception set forth in Section 2(d) below.

(B) **Ancillary Products**

During the Term, Customer will cause the purchasing representative for each of the Facilities to purchase all its respective requirements for carbon dioxide and branded disposable cups ("***Ancillary Products***") exclusively from Pepsi.

(C) **Advertising Rights**

Pepsi may advertise and promote its Products in and with respect to the Customer and its Facilities upon mutually agreed to terms and conditions.

(D) **Exclusivity Exceptions**

The following are exceptions to the exclusivity requirements above:

1. Notwithstanding anything in this Agreement to the contrary, SMG may host at the Facility events that are sponsored by a manufacturer, distributor, or marketer of non-Pepsi Products ("Competitive Sponsored Events") and it would be detrimental to the core business of the Facility to not permit samplings at such Competitive Sponsored Events during which competitive products are distributed to patrons at no cost; provided, however, that: (a) Pepsi's availability and other rights under the Agreement will not otherwise be affected during such Events, (b) and advertising or temporary signage for competitive products will not in any way suggest that competitive products are associated in any manner with the Facility and (c) any temporary signage for competitive products will be promptly removed from the Facility upon the conclusion of the Competitive Sponsored Event.

2. SMG may from time to time be required by performers to provide certain competitive products exactly as requested and SMG fulfilling those requests will not be deemed a breach of this Agreement.

3. Competitive products may be sold at the Facilities on a temporary basis during the annual Young Men's Business League' South Texas State Fair that occurs at the Facilities, provided however, that such competitive products may not be served, stored in, or dispensed from Pepsi's equipment.

3. Performance

This Agreement, including all of Pepsi's support to the Customer as described below, is contingent upon the Customer complying with all of the following performance criteria:

(A) **Exclusivity.** The Products shall be the exclusive Beverage of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Facilities by any method or through any medium whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. In no event shall there be served, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted,

beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of competitive nonalcoholic Beverages, except instances as described in Section 2 (d) above.

(B) **Product Mix.** The Customer represents that it shall purchase and shall cause its Facilities to purchase Products exclusively from Pepsi and that it shall use reasonable efforts to maintain a mix of both Postmix Products and Packaged Products at each of the Facilities throughout the Term.

(C) **Fountain Products.** The Customer shall only use the Postmix Products for use in preparing the fountain beverage products (the "***Fountain Products***"): (i) in accordance with the standards established by Pepsi; and (ii) only for immediate or imminent consumption and shall not resell the Postmix Products either to nonaffiliated Facilities or to consumers in any form other than the Fountain Products.

(D) **Brand ID.** The Customer shall have appropriate brand identification, as identified by Pepsi, for each Product served on all menus (including catering), menuboards and postmix dispensing valves at each of the Facilities throughout the Term.

(E) **Changes in Outlet(s).** The Customer agrees that it shall promptly notify Pepsi, in writing, of each new Outlet which is opened or acquired during the Term, as well as of any Outlet which is closed, sold or otherwise disposed of during the Term so that the parties may promptly update Exhibit A.

(F) **Minimum SKU Requirement.** At all times during the Term, the Customer agrees to mandate the distribution of a minimum of the following skus of Products, as applicable, at each of the Facilities ("***Required SKUS***"). The Required SKUs shall be determined as follows:

Pepsi, Diet Pepsi, Mountain Dew, Sierra Mist; and 20 oz bottles of Aquafina shall be the only SKU of still water available for retail sale at the Facilities.

4. Consideration

In consideration of the exclusive rights granted to Pepsi by Customer over the Term of this Agreement, and provided Customer is not in breach of this Agreement, Pepsi shall provide Customer with the following:

(A) **Initial Support Funds.** Pepsi shall provide Customer with initial support funds in the amount of FIFTEEN THOUSAND US DOLLARS ($15,000), payable to the Customer within sixty (60) days of the signing of this Agreement by both parties (the "***Initial Support Funds***"). The Initial Support Funds are earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Initial Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(i) herein.

(B) **Annual Support Funds.** Pepsi shall provide Customer with annual support funds in the amount of FIVE THOUSAND US DOLLARS ($5,000), payable to the Customer within sixty (60) days after the commencement of Year 2 and each anniversary thereafter until the end of the

Term of this Agreement not to exceed four (4) consecutive payments (the "***Annual Support Funds***"). The Annual Support Funds are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(i) herein.

(C) **Free Equipment Loan and Service.** As further outlined in Section 5 below, Pepsi shall provide at no cost to Customer or the Facilities necessary dispensing/selling Equipment for Beverages at the Facilities. Such Equipment shall be in sufficient quantities (in light of sales volume) as determined by Pepsi to satisfy the Outlet's reasonable needs.

(D) **Conversion Incentive.** Pepsi shall provide Customer with one-time support funds in the amount of EIGHT THOUSAND US DOLLARS ($8,000), payable to the Customer within sixty (60) days of the signing of this Agreement by both parties (the "***Conversion Support Funds***"), which the Customer shall use to improve Customer's plumbing so that it may accommodate Pepsi's Equipment. The Conversion Support Funds are earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Conversion Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(1) herein.

(E) **Annual Marketing Support Funds.** Pepsi shall provide Customer with annual marketing support funds in the amount of ONE THOUSAND DOLLARS ($1,000) per Year beginning in Year 2 of the Term and each Year thereafter (the "***Annual Marketing Support Funds***"). The Annual Marketing Support Funds are earned throughout the Year in which they are paid. The parties intend that the Annual Marketing Support Funds be used on marketing programs and promotions.

(F) **Product Donations.** Pepsi will provide annual Product donations up to 100 Cases of bottled water or cans of carbonated soft drinks per Year across the Facilities upon request of the Customer; *provided*, *however*, that the Customer will administer all requests through a central contact so that the Customer may prioritize the requests. Customer acknowledges and agrees that donated Product requests not used/made in any Year shall not be carried over to the subsequent Year.

(G) **Tent Support.** Pepsi shall provide Customer with one-time support funds in the amount of TWO THOUSAND FOUR HUNDRED US DOLLARS ($2,400), payable to the Customer within sixty (60) days of the signing of this Agreement by both parties (the "***Tent Support Funds*** ") which the Customer shall use on mutually agreeable promotional activities (such as an awning on the baseball field.)

5. Equipment

Pepsi will loan each Outlet, at no charge, appropriate equipment for dispensing the Products during the Term ("***Equipment***"). Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Pepsi will also provide, at no charge to the Customer, service to the Equipment.

Title to such Equipment will remain vested in Pepsi or its affiliate and all such Equipment will be returned to Pepsi upon expiration or earlier termination of this Agreement. Each Year during the Term or at Pepsi's request, Customer shall provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to Pepsi shall be deemed a material breach of this Agreement.

Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible.

6. Pricing

Pepsi will provide Customer/Facilities a complete supply of Products during the Term of this Agreement and shall deliver such Products in a timely manner (based on mutually agreed upon delivery schedules) and in good and sanitary condition. The Products and Ancillary Products shall be purchased by the Customer from Pepsi at prices established by Pepsi. Pepsi agrees that Customer shall receive National Account Pricing for Postmix Products throughout the Term. The current pricing schedule for Products is set forth on attached Exhibit B. Thereafter, the prices may be changed from time to time at Pepsi's discretion, except that Pepsi shall provide thirty (30) days notice of any price increases during the Term.

7. General Terms

(A) **Termination.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If for any reason the Customer loses the operation rights to manage the Facilities, then either party shall have the right to immediately terminate this Agreement upon thirty days written notice.

In the event of breach of this Agreement by one or more Outlet(s), the parties agree that Pepsi shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Outlet(s) and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Outlet(s).

(B) **Remedies.** If this Agreement is terminated prior to the expiration of the Term, then Customer and its Facilities will surrender to Pepsi all Equipment provided by Pepsi and shall forfeit all funding not paid as of the date of termination. In addition, without prejudice to any other right or remedy available to Pepsi, Pepsi shall have the right to immediately seek reimbursement from Customer and the Facilities for the following:

(i) An amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by the Customer pursuant to the terms of this Agreement. With regard to the Initial Support Funds, the Conversion Support Funds, the amount of such

reimbursement shall be determined by multiplying the applicable funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is sixty With regard to the Annual Support Funds, the amount of such reimbursement shall be determined by multiplying Annual Support Funds by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12 (twelve);

(ii) An amount reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Facilities, if applicable.

(C) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer shall surrender to Pepsi all Equipment installed in the Facilities, whether leased, loaned or otherwise made available by Pepsi.

(D) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Facilities for Products ordered from and delivered by Pepsi pursuant to this Agreement.

(E) **Non-Disclosure.** Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

(F) **Indemnification.** Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of the Products; and/or (iii) the negligence or willful misconduct of Pepsi. The Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer.

(G) **Assignment.** SMG shall be entitled to assign its rights and obligations hereunder to the Owner of the Facility or to any other management company retained by Owner to manage the Facility, and in such event, SMG shall have no further liability to Pepsi hereunder for the performance of any obligations or duties arising after the date of such assignment. SMG represent and warrants that the Owner of the Facility is contractually obligated to SMG to perform agreements entered into by SMG on its behalf.

(H) **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles.

(I) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If the Customer makes a price discrepancy claim within 90 days of the invoice date, the Customer must submit a written request specifying the particular Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola Customer Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102.

If the Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, the Customer must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(J) **Tax.** The Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Facilities.

(K) **Force Majeure.** Pepsi will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Pepsi or that of the suppliers to Pepsi unless such contingency is specifically excluded in another part of this Agreement. Subject to the provisions below, this Agreement will be suspended as to both Product and delivery during any of the above force majeure contingencies. Any and all suspended deliveries will resume after such contingencies cease to exist, if possible, and this Agreement will resume in accordance with its terms, unless otherwise provided for herein.

(L) **Release, Discharge or Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

(M) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

(N) **Effect of Headings.** The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

(O) **Construction.** This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties. If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

(P) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(Q) **Further Assurances.** Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

(R) **Notices.** Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or by facsimile, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
2750 W. Cardinal Dr
Beaumont, TX 77705
Attn: Director, FoodService

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
One Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to Customer:

Ford Park/SMG
5115 IH-10 South
Beaumont, TX 77705
Attn: General Manager

(S) **Right of First Negotiation/Refusal.** As of the commencement of this Agreement until ninety (90) days prior to the expiration of the Term, the Customer hereby agrees to grant Pepsi exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for Beverage pouring rights at the Facilities upon expiration of the current Term. Thereafter, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage pouring rights/sales at the Facilities. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a fifteen (15) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match. In the event that Pepsi declines to match such offer, or fails to respond within the fifteen (15) day period, then Customer shall be free to enter into an agreement with any third party based on terms and conditions equal or favorable to those presented to Pepsi in connection with the notice specified herein.

(T) **Limitations/Offset Rights.** Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if the Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Outlet operates, (ii) purchases Products outside Pepsi's exclusive territory where the Outlet operates and resells such Products within Pepsi's exclusive territory or (iii) does not comply with Pepsi's payment terms or makes an unauthorized deduction from amounts due.

(U) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(V) **Customer Representations.** Customer represents and warrants to Pepsi that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties. The Customer and undersigned represent that the undersigned is duly

authorized and empowered to bind the Customer to the terms and conditions of this Agreement for the duration of the Term.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

Bottling Group, LLC	Customer, SMG as agent for Jefferson County, Texas, owner of Ford Park
By: _____	By: _____
Print Name: _____	Print Name: John A. Hughes
Title: _____	Title: General Manager
Date: _____	Date: February 15, 2016

Exhibit A
Customer Facilities

1. Ford Arena
2. Ford Exhibit Hall
3. Ford Fields
4. Ford Midway
5. Ford Pavilion

6. Exhibit B

Products and Prices

Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

2016 Supply Pricing

DOUBLE-POLY CUPS

Package		Size	Case Pack	Wholesale Cost/Case	Net Cost/Case	Cost/Unit
Cups		12oz	2000	$ 100.00	$ **90.04**	$ 0.045
Cups		16oz	1200	$ 100.00	$ **60.32**	$ 0.050
Cups		24oz	1000	$ 100.00	$ **70.88**	$ 0.071
Cups		32oz	480	$ 100.00	$ **56.37**	$ 0.117
Cups		44oz	480	$ 100.00	$ **57.46**	$ 0.120
Lids		12oz/16oz/24oz	2400	$ 80.00	$ **29.64**	$ 0.012
Lids		32oz	960	$ 80.00	$ **37.60**	$ 0.039
Lids		44oz	960	$ 80.00	$ **38.69**	$ 0.040

SPECIALTY CUPS

S	Size	Case Pack	Wholesale Cost/Case	Net Cost/Case	Cost/Unit
	20oz Tumblers	72	$ 100.00	$ **72.18**	$ 1.00
	24oz Tumblers	72	$ 100.00	$ **91.26**	$ 1.27
	32oz Tumblers	72	$ 100.00	$ **91.26**	$ 1.27

Siberian Chill

Package		Size	Case Pack	Wholesale Cost/Case	Net Cost/Case	Cost/Unit
Cup		16oz	1000	$ 100.00	$ **78.36**	$ 0.078
Cup		24oz	600	$ 100.00	$ **74.10**	$ 0.124

OTHER SUPPLY ITEMS

	Size	Case Pack	Wholesale Cost/Case	Net Cost/Case	Deposit
CO2	20lb	1	$ 30.00	$ **23.09**	$ 100.00
	50lb	1	$ 50.00	$ **30.06**	$ 100.00

PEPSI BEVERAGES COMPANY

FOUNTAIN PRICING
Effective January 1, 2016

			Per-Gallon	Per Box
5-Gal BIB	Pepsi-Cola, Diet Pepsi, Wild Cherry Pepsi, Mountain Dew, Diet Mountain Dew, Mug, Sierra Mist, Crush, Manzanita Sol, Mirinda	5 Gallons @	$14.00	$70.00
	Dr Pepper, Diet Dr Pepper, Big Red, 7Up	5 Gallons @	$13.97	$69.85
	Lipton Brisk Iced Tea, Lipton Brisk	5 Gallons @	$14.00	$70.00
	Schweppes	5 Gallons @	$13.97	$69.85
	Tropicana Fruit Punch	5 Gallons @	$14.00	$70.00
	Tropicana Lemonade, Pink Lemonade	5 Gallons @	$14.00	$70.00
3-Gal BIB	Pepsi-Cola, Diet Pepsi, Wild Cherry Pepsi, Mountain Dew, Diet Mountain Dew, Mug, Sierra Mist, Crush, Manzanita Sol, Mirinda	3 Gallons @	$14.48	$43.44
	Schweppes	3 Gallons @	$14.56	$43.68
	Lipton Brisk	3 Gallons @	$14.48	$43.44
	Tropicana	3 Gallons @	$14.48	$43.44
	Trop Fruit Punch	3 Gallons @	$14.48	$43.44
	Gatorade G2 Fruit Punch, Gatorade Lemon Lime**	3 Gallons @	$14.58	$43.74
Lipton Concentrate	Lipton Unsweetened	3 Gallons @	$15.61	$46.83
	Lipton Sweetened	3 Gallons @	$17.23	$51.69
SoBe Lifewater	Yumberry Pomegranite 0 Cal	3 Gallons @	$14.48	$43.44
Seasons Harvest Mixers	Sweet N Sour	3 Gallons @	$26.68	$80.04
Ole/Orange Bang	Pina, Jamaica, Horchata, Tamarindo**	3 Gallons @	$20.57	$61.71
Madrinas	Pina, Jamaica, Horchata, Tamarindo**	2 Gallons @	$18.17	$36.34
Dole	Orange, Cranberry, Grapefruit, Grape, Pineapple	1 Gallons @	$29.18	$29.18
	Orange, Pineapple, Apple, Grapefruit	3 Gallons @	$26.93	$80.79
	Old-Fashioned Lemonade	3 Gallons @	$17.91	$53.73
	Cranberry, Grape	3 Gallons @	$26.93	$80.79
Juice Tyme Juices*	Tonic	3 Gallons @	$28.74	$86.22
	Orange, Apple, Cranberry**	3 Gallons @	$28.74	$86.22
Citrus Springs	Pineapple	2 Gallons @	$28.77	$57.54
	Sweet/Sour, Bloody Mary, Orange, Pineappl	1.5 Gallons @	$22.25	$33.38
Frozen NonCarb	Siberian Chill	3 Gallons @	$ 33.84	$101.52
Frozen Carbonated Beverages	Pepsi, Mt Dew	5 Gallons @	$ 15.88	$80.50
	Sunkist	2.5 Gallons @	$16.25	$40.63
Flavorworks	Flavor Shots (for Spire Units only)	1 Gallons @	$ 20.00	$20.00
Stubborn Craft Soda	Stubborn Craft Soda	3 Gallons @	$ 20.00	$60.00

PEPSI BEVERAGES COMPANY

PEPSICO FOODSERVICE

Customer Name FS CX BASIC BC JUL - TX

FoodService Bottle and Can Pricing

Effective July 26, 2015

Brand	Package	#/Case	Wholesale Price	Invoice Price	Per Unit
Carbonated Soft Drinks	12oz Cans	4/6 packs	$ 15.00	$ 12.09	$ 0.50
	12oz Cans	2/12 packs	$ 15.00	$ 12.09	$ 0.50
	16oz Cans Pepsi Max	12	$ 30.00	$ 9.81	$ 0.41
	7.5oz Cans	3/8 packs	$ 15.00	$ 10.23	$ 0.43
	8oz Cans	3/8 packs	$ 15.00	$ 10.13	$ 0.42
	1L Plastic	15	$ 30.00	$ 20.46	$ 1.36
	2L Plastic	8	$ 20.00	$ 12.90	$ 1.61
	12oz Plastic	24	$ 20.00	$ 12.05	$ 0.50
	12oz Glass (Mexican glass)	24	$ 20.00	$ 20.54	$ 0.86
	20oz Plastic	24	$ 30.00	$ 24.67	$ 1.03
	10oz Glass	24	$ 30.00	$ 18.67	$ 0.78
	8.45oz Premium Glass	24	$ 30.00	$ 19.62	$ 0.82
	16.9oz Plastic	24	$ 30.00	$ 16.15	$ 0.67
Non-Carbonated Beverages	20oz Plastic Non-carb (Lipton, Trop, Haw Pnch, etc)	24	$ 30.00	$ 24.67	$ 1.03
	12oz Cans Non-carb (Lipton, Trop, Haw Pnch)	2/12 packs	$ 15.00	$ 24.67	$ 1.03
	12oz Cans Lipton Sparkling	12	$ 15.00	$ 9.50	$ 0.40
	18.5oz Lipton	12	$ 30.00	$ 17.07	$ 1.42
	20oz Lipton Naturals Plastic	15	$ 30.00	$ 19.20	$ 1.28
	20oz Plastic Lipton	24	$ 30.00	$ 24.67	$ 1.03
	1 Gallon Lipton Plastic	4	$ 20.00	$ 12.81	$ 3.20
	1L Lipton or Hawaiian Punch Plastic	15	$ 20.00	$ 20.94	$ 1.40
	1L Lipton Plastic	15	$ 20.00	$ 20.94	$ 1.40
	Mtn Dew Kickstart 16oz Cans	12	$ 20.00	$ 14.07	$ 1.17
	Mtn Dew Kickstart Hydrating Boost 12oz Cans	12	$ 20.00	$ 12.00	$ 1.00
	10.1 oz Fruit shoot	24	$ 20.00	$ 17.62	$ 0.73
	11 oz Yoohoo	24	$ 20.00	$ 19.65	$ 0.82
Aquafina	12oz Bottle	24	$ 20.00	$ 14.07	$ 0.59
	20oz Plastic	24	$ 30.00	$ 13.84	$ 0.58
	1.62 Flavor Enhancers	12	$ 20.00	$ 28.00	$ 2.33
	16.9oz Splash/Sparkling	12	$ 40.00	$ 7.42	$ 0.62
	1L plastic	15	$ 30.00	$ 20.41	$ 1.36
Gatorade	4oz Gatorade Prime Pouch	20	$ 30.00	$ 25.90	$ 1.29
	16.9oz Gatorade Recover Bottle	12	$ 30.00	$ 23.82	$ 1.98
	750ml Gatorade Propel Electrolytes	24	$ 30.00	$ 14.00	$ 0.58
	20oz Gatorade Bottle	24	$ 30.00	$ 24.68	$ 1.03
	32oz Gatorade Bottle	12	$ 30.00	$ 18.17	$ 1.51
	20oz Propel Bottle	24	$ 30.00	$ 26.76	$ 1.12
	1oz Chew	16	$ 30.00	$ 20.86	$ 1.30
SoBe	20oz Plastic Juices & Teas	12	$ 25.00	$ 16.43	$ 1.37
	20oz Plastic Lifewater	12	$ 30.00	$ 16.15	$ 1.35
Energy Drinks	15.5oz Rockstar Roasted Cans	24	$ 38.00	$ 34.68	$ 1.45
Energy Drinks	15oz Rockstar Horchata	12	$ 22.00	$ 23.50	$ 1.96
	15oz Starbucks Energy Coffee Cans	12	$ 40.00	$ 24.97	$ 2.08
	16oz AMP Energy Cans	12	$ 50.00	$ 18.87	$ 1.57
	16oz Rockstar Cans	24	$ 34.68	$ 34.68	$ 1.45
Ocean Spray	15.2 oz Plastic	12	$ 20.00	$ 16.29	$ 1.36
	16oz Plastic PACT	12	$ 35.00	$ 17.50	$ 1.46
Starbucks	9.5oz Starbucks Glass	12	$ 40.00	$ 18.98	$ 1.58
Starbucks	6.5oz Starbucks Cans	12	$ 30.00	$ 46.57	$ 3.88
	15oz Starbucks Doubleshot	12	$ 30.00	$ 24.97	$ 2.08
	13.7 Frappuccino	12	$ 30.00	$ 25.07	$ 2.09
	11oz Starbucks Iced Coffee	12	$ 30.00	$ 16.26	$ 1.36
	11oz Starbucks Doubleshot Protein	12	$ 30.00	$ 23.75	$ 1.98
	12oz Cans Starbucks Refreshers	12	$ 25.00	$ 17.36	$ 1.45
O.N.E. Coconut	11.2oz Coconut Water	12	$ 40.00	$ 37.22	$ 3.10

BEVERAGE AGREEMENT

Date: 01/ 07/ 2011

This agreement (the "Agreement") is made and entered into by and among: (i) Coca-Cola Refreshments USA, Inc. d/b/a the Beaumont Coca-Cola Bottling Company, a Delaware corporation ("Bottler"), (ii) SMG, a Pennsylvania General Partnership, acting as managing agent of Ford Park on behalf of Jefferson County, Texas, having its principal place of business at Ford Park, 5115 IH-10 South, Beaumont, Texas 77705 in Jefferson County, ("SMG") and (iii) Jefferson County, Texas, a political subdivision of the State of Texas, whose address is Jefferson County Courthouse, 1149 Pearl Street, 4th Floor, Beaumont, Texas 77701 ("Jefferson"). The term "Account" refers to SMG and Jefferson, collectively.

WITNESSETH:

WHEREAS, Jefferson owns and operates the Facility and pursuant to a separate agreement with SMG, has authorized SMG to manage and operate food and beverage operations at the Facility;

WHEREAS, SMG has the authority to offer exclusive beverage availability rights in the Facility and desires to grant to Bottler the right to sell its beverage products in the Facility; and

WHEREAS, Bottler desires to exclusively sell certain of its beverage products at the Facility.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following terms.

1. Definitions

(a) "Agreement Year" means each twelve-month period during the Term beginning with the first day of the Term.

(b) "Beverage" or "Beverages" shall mean all nonalcoholic beverages of any kind including concentrated energy drinks in small servings and the pre-mix and/or post-mix syrups used to prepare fountain Beverages. "Beverage" or "Beverages" shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh at the Facility.

(c) "Competitive Products" shall mean all Beverages which are not Products.

(d) "Concessionaire" means any current or future third-party food service provider under agreement with Account at the Facility that directly or indirectly relate to the service of Beverages.

(e) "Facility" shall mean the entire premises of Ford Park, located at 5115 IH-10 South, Beaumont, Texas 77705 and includes, without limitation, the grounds, all existing and future buildings, all vending and concession areas, meeting rooms, athletic facilities, arenas, auditoriums, convention centers, theaters, branded and unbranded food service outlets, and dining facilities.

(f) "Products" shall mean Beverage products purchased directly from Bottler or sold through vending machines owned and stocked exclusively by Bottler.

2. Term: The term ("Term") of this Agreement shall be from April 1, 2010 ("Effective Date") through March 31, 2015.

3. Product Rights

(a) Account hereby grants to Bottler the exclusive right to sell Beverages at the Facility. Account and/or its Concessionaires shall purchase all (100%) of its requirements for Products, (and cups, lids and carbon dioxide, if applicable) directly from Bottler. No Competitive Products may be sold, dispensed, sampled or served anywhere at the Facility, subject to the permitted exception set forth in Section 3(d) below.

(b) Account agrees that Bottler shall have the exclusive right to place (or maintain if already in place) Beverage vending machines and/or other dispensing equipment such as coolers and fountain units in mutually agreed upon locations at the Facility. Account will self-fill such vending machines with Products purchased from Bottler.

(c) During the Term, Bottler will loan to Account, pursuant to the terms of Bottler's equipment placement agreement, at no cost, that Beverage dispensing equipment reasonably required and as mutually agreed upon to vend and dispense Beverages at the Facility ("Equipment"). Account represents and warrants that electrical service at the Facility is proper and adequate for the installation of Equipment. Bottler shall not be liable for any damages arising out of defective electrical services.

(d) Notwithstanding anything in this Agreement to the contrary, in any Agreement Year, Account may host at the Facility events that are sponsored by a manufacturer, distributor, or marketer of Competitive Products ("Competitive Sponsored Events"), and may conduct samplings at such Competitive Sponsored Events during which Competitive Products are distributed to patrons at no cost; provided, however, that: (a) Bottler's Beverage availability and other rights under this Agreement will not otherwise be affected during any such Competitive Sponsored Events, (b) any advertising or temporary signage for Competitive Products will not in any way suggest that such Competitive Products are associated in any manner with the Account or the Facility and (c) any temporary signage for Competitive Products will be promptly removed from the Facility upon the conclusion of the Competitive Sponsored Events.

4. Consideration. In consideration of the rights and benefits granted to Bottler hereunder, Bottler agrees to pay SMG an aggregate of Sixty Thousand Dollars ($60,000.00) for the entire Term (the "Fees"). The Fees shall be paid in equal annual installments of Twelve Thousand Dollars ($12,000). Each annual installment shall be paid in arrears, within thirty (30) days after the end of each applicable Agreement Year.

5. Pricing. Account shall be entitled to purchase bottle/can Products from Bottler in accordance with the price schedule set forth in Exhibit A. Such prices shall remain in effect until December 31, 2010. Thereafter, such prices will be subject to an annual increase of no more than four percent (4%) over the previous year's price, except in the event of an increase in Bottler's cost of goods, manufacture or delivery or increases in taxes, deposits and other government related fees, in which case Bottler may increase prices to cover such increased costs. Annual price increases shall occur automatically on the 1st day of January. Bottler may offer tiered pricing that requires Account to order certain quantities or to comply with Bottler's minimum order quantities to get the contractual price or may charge a delivery fee if such minimums are not met. Bottler will sell fountain Products to Account at the then-current National Account prices as announced by The Coca-Cola Company (the "Company"). These prices are subject to change from time to time in Company's sole discretion. The current National Account prices are also set forth in Exhibit A.

6. Concessionaires. In the event Account employs a Concessionaire, Account will cause Concessionaire to purchase from Bottler all requirements for Beverages (and cups, lids and carbon dioxide, if applicable). Such purchases will be made at prices and on terms set forth in Bottler's existing agreement

with Concessionaire, if any. If no agreement exists between Concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. Account acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to Account or Concessionaire if Concessionaire has an existing agreement with Bottler.

7. Termination

(a) If either SMG or Jefferson breaches any of its obligations set forth in this Agreement, then at its option and not as its sole remedy, Bottler may terminate this Agreement, and Account shall (i) return any Equipment and (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment.

(b) Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages at any time during the Term of this Agreement or if for any reason the use of the Facility declines, then at its option and not as its sole remedy, Bottler may terminate this Agreement and Account shall return any Equipment.

(c) Each of SMG and Jefferson represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. Upon expiration or revocation of such authority, then at its option and not as its sole remedy, Bottler may terminate this Agreement, and Account shall return any Equipment.

(d) Bottler shall have the right to withhold and not pay further any amounts which may become payable to Account pursuant to this Agreement if: (i) Account has failed to perform its obligations hereunder, (ii) Bottler's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

(e) Nothing in this section shall operate to restrict any of Bottler's other remedies in the event of a material breach by SMG or Jefferson.

8. Governing Law

This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules.

9. Compliance with Law

Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

10. Retention of Rights

No party shall obtain, by this Agreement, any right, title or interest in the trademarks of the other parties, nor shall this Agreement give either party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of the other parties, without written consent from such other parties.

11. Jury Waiver

EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

12. Miscellaneous. Jefferson agrees that it will not: (i) take any steps to interfere with, limit or restrict the rights granted to Bottler hereunder; (ii) interfere with SMG's performance of its obligations hereunder; or (iii) enter into or maintain any agreement or relationship pursuant to which any Competitive Products are associated in any manner with the Facility. The parties acknowledge and agree that if SMG's management agreement with Jefferson is terminated or expires without renewal, or if SMG ceases for any reason to be manager of the Facility, then, Jefferson will assume all rights and obligations under this Agreement and this Agreement will continue in full force and effect with payments being directed to Jefferson or any party that Jefferson authorizes to manage and operate food and beverage operations at the Facility.

13. Entire Agreement

This Agreement and its exhibits contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned without the prior written consent of all parties; provided, however, that Bottler may assign this Agreement in connection with its reorganization or the sale of all or substantially all of its assets. All amendments to or waivers of this Agreement must be in writing signed by all the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BOTTLER

By: _____

Printed Name: _____

Title: _____

Date: _____

SMG

By: _____

Printed Name: John A. Hughes

Title: General Manager

Date: January 7, 2011

JEFFERSON

By: _____

Printed Name: JEFF R. BRANICK

Title: County Judge

Date: JANUARY 10, 2011

SMG Ford Park
2011 PRICE SCHEDULE*

Package	Price per case
12 ounce cans (sparkling)	$ 10.35
20 ounce bottles (sparkling)	$ 20.40
20 oz Dasani	$ 14.10
20 oz PowerAde	$ 20.50
16 oz Energy (Full Throttle / Monster)	$ 34.00

Post-Mix	Price per unit
5 gal. Coca-Cola / Dr Pepper brands	$ 57.40
2.5 gal. Coca-Cola / Dr Pepper brands	$ 30.15

2.5 gal Premium Juice Concentrate:

MM Orchards Best 100% Orange Juice	$ 87.57
MM Orchards Best 100% Apple Juice	$ 82.26
MM Orchards Best Cranberry Juice Cocktail	$ 70.72
MM Orchards Best Grapefruit	$ 70.72
MM Orchards Best Pineapple	$ 70.72

2.5 gal Mixers:

Bloody Mary Mix	$ 49.90
Sweet & Sour Mix	$ 49.90

CO2	Price
20 lb. cylinder	$ 17.75 per cylinder (plus $75.00 deposit)

CUPS / LIDS	Pack	Article#	Price
32 oz Poly Paper Cup	480	7162	$38.35
24 oz Poly Paper Cup	1000	7161	$50.37
21 oz Poly Paper Cup	1000	7160	$48.36
16 oz Poly Paper Cup	1000	7159	$45.51
32 oz Poly Paper Lid	960	7167	$27.97
16/21/24 oz Poly Paper Lid	2000	7165	$33.83

*All prices are per standard physical case/unit and exclusive of taxes, deposits, handling fees, and recycling fees.

CLEANING SERVICES AGREEMENT
SOUTHEAST TEXAS ENTERTAINMENT COMPLEX

THIS CLEANING SERVICES AGREEMENT (this "Agreement") is made effective by and between **"SMG" as agent for Jefferson County, Texas** ("Operator") with offices at 1149 Pearl Street, 3rd Floor, Beaumont, Texas 77701 and **PRITCHARD SPORTS & ENTERTAINMENT GROUP,** a Maryland corporation ("Contractor") with offices at 1900 North Loop West, Suite 245, Houston, Texas 77018.

WITNESSETH:

WHEREAS, Operator is the manager and operator of the Arena (as defined herein below) pursuant to the Arena Contract (as defined herein below); and

WHEREAS, Contractor is ing cleaning services for multi-purpose sports and entertainment f

fax to Rhonda Austin.

WHEREAS, Operator wis nitorial services from Contractor on the terms and conditions herein

WHEREAS, Contractor ing services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants and conditions contained herein below, the receipt and sufficiency of which are herby acknowledged, the parties agree as follows:

1. **Definition.** For all purposes of this Agreement, the following terms shall have the following meanings:

   A. "Affiliate": Any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with any specified Person.

   B. "Agreement": this Cleaning Services Agreement

   C. "Arena": The Southeast Texas Entertainment Complex, located at 5155 Interstate 10 South, Beaumont, Texas 77705.

   D. "Arena Contract": that certain Management Agreement by and between The County of Jefferson.

   E. "Claims": as defined in Paragraph 25.B(i) of this Agreement.

F. "Confidential Information": any and all proprietary and secret information (written or verbal) and trade secrets of Operator relating to Operator's operations at the Arena other than information that is already in the public domain or generally know in any industry in which Operator is a participant.

G. "Contractor": as defined in the introductory paragraph of this Agreement.

H. "Event": a civic, sports and/or entertainment event held at the Arena.

I. "Force Majeure": shall mean any and all acts of the public enemy, restraint by government, unavailability of materials, civil unrest, fire, floods, hurricanes, tornadoes, earthquakes or other severe weather conditions, lock-out, laws, rules and regulations of governmental entities, explosions, breakage or accidents to equipment or machines, threats of bombs or similar interruptions, acts of God, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control of or caused by the party claiming the right to delay the performance on account of such occurrence; but not including financial inability to perform.

J. "Governmental Authority": any and all applicable courts, boards, agencies, commissions, offices or authorities or any nature whatsoever for any governmental or quasi-governmental unit (federal, state, parish, district, municipal or otherwise), whether now or hereafter in existence.

K. "Legal Requirements": any and all present and future laws, statutes, ordinances, decisions, decrees, rulings, rules, codes, procedures, orders, regulations, permits certificates, licenses and other requirements of any Governmental Authority in any way applicable to Contractor, the Services, or this Agreement, including without limitation, safety laws and health laws, including the Occupational Safety and Health Act and the Americans with Disabilities Act.

L. "Operator": as defined in the introductory paragraph of this Agreement.

M. "Other Beneficiaries": Owner, and its respective officials, directors, owners, officers, partners, agents and employees, and Operator's directors, owners, officers, partners, agents and employees.

N. "Person": any individual, corporation, partnership, association, trust or other entity whatsoever.

O. "Selected Employees": as defined in Paragraph 5.B(i) of this Agreement.

P. "Services": means the cleaning and janitorial services to be provided by Contractor under this Agreement as more specifically set forth in **Exhibit "A"**

(the proposal) as well as any additional cleaning and janitorial services which may be requested by Operator from time to time:

Q. "Suspension Notice": as defined in Paragraph 5.D of this Agreement.

R. "Term": as defined in Paragraph 2 of this Agreement.

2. **Term of Services.** Contractor shall provide the Services set forth herein for a four (4) year period commencing on the effective date of the Agreement (the "Original Term"), unless sooner terminated pursuant to the terms hereof. Further, at the sole and unrestricted election of Operator, Operator may extend the term of the Agreement for additional consecutive twelve (12) month terms (each an "Extension Term"), at the expiration of the Original Term or the then in effect Extension Term, by giving written notice of such extension to Contractor not less than sixty (60) day prior to the expiration of the Original Term or the Extension Term then in effect. The terms and conditions for an Extension Term shall be mutually agreed to by the parties hereto; provided, however, that if the parties are unable to agree on the terms and conditions of an Extension Term at least twenty (20) days prior to the expiration of the Original Term or the Extension Term then in effect, the term of this Agreement shall expire a the end of the Original Term or the Extension Term then in effect.

3. **Scope of the Service**

A. In consideration for the compensation payable to Contractor under Paragraph 4 hereof, Contractor shall perform the Services. Contractor agrees to supply all labor, materials, and cleaning supplies as specified in **Exhibit "B"**, and as may otherwise be necessary to perform its obligations under this Agreement. Operator shall provide Contractor with advance written notice of any change in the areas of the Arena to be serviced and the date as of which such change shall become effective. Additionally, Operator shall have the right, at its sole discretion, to change, alter or modify the Services provided for in this Agreement at any time upon written notice to Contractor irrespective of whether such change, alteration or modification results in an increase or decrease in the overall scope of Services required of Contractor hereunder; provided, however, that the parties shall negotiate in good faith any necessary adjustments to the compensation payable under Paragraph 4 as a result of such changed Services.

B. Contractor shall provide the Services at such times as may be required by Operator, in its sole discretion, to meet Operator's needs for the Arena. Operator shall make reasonable efforts to notify Contractor of the cancellation of any scheduled Events, but Operator assumes no liability for the failure to deliver such notice of cancellation. Contractor must provide the Service for all Events at the Arena unless Operator requests otherwise in writing.

C. Contractor shall maintain a first-class operation in providing the Services which is efficient and of a level of quality equal to or greater than the industry standards for similar facilities located within the United States.

D. Contractor shall conform to all rules and regulations promulgated by Operator from time to time with respect to the Arena and Contractor shall cause its officers, employees, agents, independent subcontractors, and invitees to at all times abide by and conform to said rules and regulations. Contractor expressly agrees to observe and fully comply with all directions of Operator related to Contractor's duties under this Agreement and to comply with Applicable Law.

4. **Compensation.**

A. Single Event Compensation. Operator shall be invoiced by Contractor in accordance with the raters listed on **Exhibit "A"** for Services performed at a single Event.

B. Compensation for Multiple Events on Same Day. For back to back or triple Events held on the same day, the rates listed on **Exhibit "A"** for Multiple Events shall apply to the highest Event attendance for the day. Multiple Event rates will be invoiced by Contractor for each additional Event on such day.

C. Uniformed Event Attendants Rate. Uniformed Event Attendants and Supervisors will be furnished upon Operator's request at the hourly rates listed on **Exhibit "A"**. Operator will instruct Contractor as to the number of Uniformed Event Attendants and Supervisors that must be provided in connection with the Services rendered at the Arena.

D. Add on Labor. If Operator requests Contractor to perform any Services for an Event which are in addition to those set forth on **Exhibit "A"**, Contractor will perform the same at the hourly rate listed on **Exhibit "A"**.

E. Base Monthly Fee. Operator shall also pay as compensation for the Services provided hereunder, the base monthly fee listed on **Exhibit "A"**.

F. Seat and Carpet Cleaning. The cost of cleaning the Arena's seats (on a per seat basis), as well as the cost of cleaning the non-suite carpet areas at the Arena (on a per square foot basis) shall be billed by Contractor at the rates listed on **Exhibit "A"**.

G. Suite Cleaning. The cost of cleaning the Arena's suites (on a per suite basis) shall be billed by Contractor at the rates listed on **Exhibit "A"**. The cost of cleaning the carpeted areas of the suites (on a per square foot basis) shall be billed by Contractor at the rates listed on **Exhibit "A"**.

H. Payments. All payments set forth above shall be made by Operator to Contractor within twenty (20) business days of invoice from Contractor. Contractor shall provide invoices (with appropriate supporting documentation) to Operator on a weekly basis. Notwithstanding the foregoing, if Operator shall provide written notice, as well as supporting documentation, specifying the reasons for such dispute to Contractor within twenty (20) days from the date such amount is due. Contractor shall provide a written response, as well as supporting documentation within ten (10) days of the receipt of the above notice. If the disputed matter is not resolved by the parties within ten (10) days of the delivery of Contractor's written response and supporting documentation to Operator, the foregoing matter shall be resolved as follows: An accountant (or other qualified party agreed to by the parties) shall be selected by the mutual agreement of the parties, but if the parties cannot agree on such person within ten (10) days, each party shall select and accountant who in turn shall jointly select a third accountant (or other qualified party agreed to by the parties). This third individual shall alone resolve such dispute which shall be binding on the parties. The fees and expenses of the third individual shall be borne equally by the parties.

I. If Operator shall expressly require a Contractor employee to work more than forty (40) hours per week, Operator shall be notified of such excess time prior to such work being commenced, and the rate of overtime payable for that individual shall be as mandated by applicable state and federal law. If an employee of Contractor works in excess of forty (40) hours in providing the Services, Operator shall pay Contractor for such excess provided that such excess time is pre-approve by Operator, and is properly documented and provided to Operator prior to the payment due date.

5. **Staff.**

A. Numbers. Contractor shall provide adequate staff for the performance of the Services, as requested from time to time by Operator, subject to the terms of Paragraphs 4 (C) and 4 (D) hereof.

B. Selected Employee. Contractor personnel shall be assigned to the Arena on the following basis:

(i) Contractor shall select employees ("Selected Employees") who are of good character, competent, reliable, clean, and neat in appearance, and who have been fully and properly trained.

(ii) Contractor shall provide Selected Employees with ongoing supervision and training aimed at enhancing job performance.

(iii) Contractor shall at all times enforce strict discipline and good behavior among its Selected Employees and take all steps necessary to assure that its Selected Employees are familiar with and abide by all safety and other rules and regulations applicable to the Arena.

(iv) Operator shall shall supply all of contractors full time personalized identification badges. Contractor will supply uniforms of standard style and quality acceptable to Operator that coordinate with and enhance the décor of the Arena, and Contractor shall cause its employees to be dressed neatly in such uniforms when providing the Services.

(v) Contractor shall be solely responsible for the payment of all wages, salaries and other amounts due to its Selected Employees and shall be responsible for the payment of all federal, state and local employment taxes and all other obligations pertaining to the employment of Selected Employees, including, but not limited to, social security, income tax withholding, worker's compensation, unemployment and any applicable group insurance coverage, and other benefits.

(vi) Operator shall have the right to require, upon written notice to Contractor, that Contractor remove from the premises of the Arena any of its Selected Employees whom Operator deems to be incompetent, careless, untidy or otherwise unsatisfactory in work performance. In the event that Operator shall determine, in its sole judgment, that immediate removal of a Selected Employee from the Arena premises is required, Operator shall give oral notice to an appropriate Contractor supervisory employee at the time of such removal and shall provide written notice to Contractor as soon as practicable following such removal.

(vii) Contractor shall designate appropriate management personnel who will monitor (on an ongoing basis) the quality of Services provided by Contractor and its employees to Operator.

(viii) Contractor shall not discriminate against any employee or applicant from employment because of age, race, creed, sex, color, national origin or disabilities and Contractor shall take affirmative action to insure that any employee or applicant for employment is afforded equal employment

opportunities without discrimination because of age, race, creed, sex, color, national origin or disabilities. Such action shall be taken with reference, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rate of pay or other compensation and selection for training or retraining, including apprenticeship and on-the-job training.

(ix) Operator shall admit free of charge to the Arena at an entry designated by operator such officers, employees, and other personnel of Contractor as shall be necessary to provide, and only for the purposes of providing, the Services at an Event, provided, that such officers and employees hold appropriate credentials issued by Operator. Contractor shall provide Operator with a list of such individuals (and their respective positions) as and when requested by Operator for its review in connection with the issuance of the foregoing credentials. Contractor acknowledges that such credentials shall remain the property of Operator and shall be surrendered immediately upon Operator's request. Contractor shall be fully responsible for the conduct of its officers, employees and subcontractors and shall indemnify, defend and hold Operator and the Other Beneficiaries fully harmless from and against any damage, loss or injury caused by the intentional, negligent (ordinary or otherwise) and reckless acts or omissions of such officers, employees, and subcontractors.

(x) Contractor shall take all actions necessary to ensure that Selected Employees report for work at the Arena at such times as may be specified by Operator for employee arrival for an Event.

(xi) Contractor acknowledges and agrees that the conduct of its employees and personnel towards patrons attending. Events reflect on Operator and affects Operator's public image and its relationship with the Owner and the users and patrons of the Arena. Contractor shall take all actions necessary to ensure that, at all times, the conduct of its employees toward patrons attending Events shall be polite, respectful, helpful, and appropriate for existing circumstances.

(xii) Operator reserves the right to designate from time to time any specified entrance to the Arena as the sole entrance to

be used by employees and subcontractors of Contractor for ingress to or egress from the Arena.

C. Drug Policies. Contractor acknowledges Operator's policies with respect to a Drug and Alcohol Free Work place, a copy of which has been previously provided to Contractor, and agrees to inform the Selected Employees of such policies. Contractor shall, and shall cause the Selected Employees to, adhere to such policies. Contractor shall provide Operator with a current copy of Contractor's drug and testing policies upon reasonable request.

D. Labor Related Dispute. If a picket or pickets appear on any public or private street or sidewalk upon which the Arena abuts or otherwise appear or attempt to appear on the premises of the Arena with respect to an alleged labor dispute involving Contractor or any other Person related to the Services provided hereunder by Contactor, or any other business or activity of Contractor or an Affiliate thereof:

(i) Contractor shall take immediate steps to settle or otherwise dispose of said dispute and effect removal of said picket or pickets by all lawful means, including court order;

(ii) If said picket or pickets are not withdrawn within forty-eight (48) hours or notification by Operator to Contractor of the appearance thereof on said street or sidewalk and Contactor's operations hereunder are, in Operator's sole judgment, impaired substantially as a result thereof or the pickets interfere in any respect with the performance of the Services by Contractor or with the normal operations and use of the Arena (including, but not limited to, interfering with access to the Arena by users, patrons and service/goods providers of the Arena), then Contractor, upon the issuance of a written suspension notice ("Suspension Notice") shall suspend its operation at the Arena, and during such suspension of operations, Contractor shall continue good faith efforts to settle or otherwise dispose of said dispute or controversy and effect the removal of said picket or pickets;

(iii) If said picket or pickets are not withdrawn within two (2) weeks after the date of receipt by Contractor of such Suspension Notice and the proper conduct of Contractor's operations hereunder would continue to be impaired substantially as a result thereof if it were to resume operations hereunder or the pickets interfere in any respect

with the normal operation and use of the Arena (including, but not limited to, interfering with access to the Arena by users, patrons and service/goods providers of the Arena), Operator shall have the right to terminate this Agreement and all other rights of Contractor under this Agreement by issuing a written notice of termination of this Agreement to Contractor, and in such event, all rights of Contractor hereunder shall terminate immediately; provided, however, that such termination shall not discharge any accrued or unfulfilled obligations of contractor hereunder, which obligations Contractor promptly shall discharge.

E. Other Service Providers. During any suspension of the Services as provided above, Operator shall have the right to make any other arrangements that it deems necessary or suitable, in its sole discretion, to secure the Services from any other Person, independently of Contractor, and such action shall not constitute a breach by Operator of the terms of this Agreement. Furthermore, during any such suspension, Operator shall not be obligated to pay Contractor any of the compensation set forth in Paragraph 4, except to pay any undisputed sums earned by Contractor prior to such suspension.

F. **Office; Existing, Facilities; Utilities.** Operator shall make adequate storage space available to Contractor throughout the term of this Agreement for its equipment and supplies. The location of such storage space will be determined by Operator in its sole discretion. Operator will also designate in its sole discretion the office space to be used by Contractor during the term of this Agreement. Contractor shall be solely responsible for any damage or loss to such office and/or storage facilities which is caused by the intentional, negligent (ordinary or otherwise) or reckless acts or omissions of Contractor and its employees and subcontractors. Contractor will supply at its sole cost and expense any furniture, fixtures and equipment (including, without limitation, faxes, computers, copiers and other office equipment) needed by Contractor for its office and operations. Contractor shall also be solely responsible for payment of all, telephone, and fax (long distance). Operator will supply Contractor with electric, water and phone/fax outlets at their existing locations.

7. **Work Hours.** The schedule of work hours for accomplishment of the Services will conform to the requirements of Operator, and the provision of Services by Contractor shall not otherwise interfere with the Arena's normal operations and Events.

8. **Operator Inspection.** Labor, material and supplies furnished by Contractor shall be subject to inspection at any time by Operator. Operator shall notify Contractor in writing of any defect or objection that it may have with respect to any of the Services provided (or any of the labor, materials or supplies used in connection with such Services) by Contractor within five (5) business days after the date the Services in question were performed or within five (5) business days after Operator discovers the defective or improperly performed Services, whichever is later. Contractor shall have the opportunity to improve and/or correct said Services, as applicable, within five (5) days after receipt of Operator's notice of such problem is not corrected or improved within such (5) day period, the continued defect or improperly performed Services shall constitute a breach of this Agreement as contemplated in Paragraph 14.

9. **Safety and Adherence to Law.** Contractor shall provide the Services in a manner that shall protect the Arena (and the property contained therein) from damage and the safety of all employees, patrons and users of the Arena. Contractor shall adhere (and shall cause its employees and subcontractors to adhere) to all policies, rules, regulations laws applicable to Contractor and the Services.

10. **Legal Requirements.** Contractor shall obtain, maintain and comply with all licenses, permits and franchises from any Governmental Authority (as defined herein) that may be required under the Legal Requirements (as defined herein) to enable Contractor to fully and lawfully perform the Services and to fulfill all its obligations hereunder. Contractor shall be solely responsible for any violations of any Legal Requirements by Contractor or its employees or subcontractors in connection with such parties' use or occupancy of the Arena or the performance of the Services required hereunder.

11. **Insurance.**

A. At all time during the term of this Agreement, Contractor shall maintain the following insurance coverage:

(i) Worker's Compensation and Employer's Liability insurance of not less than $1,000,000; and

(ii) Business Automobile Liability insurance of not less than $1,000,000 combined single limit for bodily injury and property damage; and

(iii) Commercial General Liability insurance with limits of not less than $1,000,000 per person and $1,000,000 per accident; and

(iv) Umbrella Liability insurance of $2,000,000.

The insurance policies in subparagraphs (ii) and (iii) shall have General Liability and Umbrella Liability endorsement CG 25 03, CG 25 04, or equivalent stipulating that Contractor's limit of liability required herein will apply separately to each of the Operator's premises where operations are conducted by Contractor.

B. Contractor shall name Operator and the Other Beneficiaries as additional insured on all insurance policies required herein, except for worker's compensation insurance. The insurance policies required hereunder shall be issued by companies licensed to do business in the State of Texas and shall be written by companies with A.M. Best ratings of A-VII or better. Such insurance policies shall also contain a provision stating that coverage afforded under such policies is primary and non-contributory to all other coverage the additional insured may have. Contractor acknowledges that securing the insurance required hereunder shall not relieve it from liability nor its indemnification obligations hereunder.

C. Contractor shall deliver one or more certificates evidencing the above described insurance coverage to Operator at least once each year during the Term and within 10 days following each renewal of such coverage. Each certificate shall provide that no material change in coverage and no cancellation thereof shall be made unless the insurer providing such coverage has given thirty (30) days prior written notice to Operator of such change or cancellation. All insurance coverage required hereunder, and the insurance certificates evidencing the same, must include a waiver of subrogation as set forth in Paragraph 25.B(iii).

D. Contractor shall require all of its subcontractors to maintain the insurance required of Contractor under this Article 11 and deliver evidence of same to Operator upon reasonable request.

12. **Equipment and Supplies.**

EQUIP?

A. The equipment necessary to provide "the services" shall be provided by Contractor at no additional charge for use in connection with the performance of the Services (the "Operator's Equipment"). Contractor acknowledges and agrees that it shall be solely responsible for any damage or loss to the Contractor's Equipment which is occasioned or caused by the intentional, negligent (ordinary or otherwise) or reckless acts or omissions of its employees and subcontractors. Contractor shall furnish at its sole cost and expense any equipment, supplies or materials necessary to provide the Services at the Arena. Operator shall reimburse Contractor for the cost of all restroom supplies purchased by Contractor (paper towels, hand soap, toilet tissue), provided, however, that Operator shall retain the right to purchase any such supplies directly from other sources and provide same to Contractor for its use in performing the Services.

B. Contractor agrees that it shall at all times use its best efforts to select the highest quality materials and supplies at the most competitive prices available to Contractor. Contractor shall provide to Operator for its approval, upon reasonable request, with a listing of such materials and supplies, the names of its suppliers and the invoice prices listed for the same.

13. **Uniforms.** Contractor will purchase and maintain at its sole cost and expense uniforms approved by Operator for use by personnel providing the Services.

14. **Termination for Cause.** Each of the following events shall entitle the respective parties to terminate the Agreement as set forth below:

A. By Operator if (i) Contractor breaches any provision of this Agreement or (ii) Operator deems Contractor's Services to be defective or unsatisfactory; and the matter in item (i) or (ii), s the case may be, is not cured within thirty (30) days after written notice thereof is given to Contractor; or

B. By Contractor if Operator breaches any provision of this Agreement and the same is not cured within thirty (30) days after written notice thereof is given to Operator; or

C. By either party upon the filing of any bankruptcy proceeding by or against the other party hereto, whether

voluntary or involuntary which is not dismissed within thirty (30) days thereof, or upon the appointment of a receiver, trustee, or assignee for the benefit of such other party's creditors.

15. **Termination for Convenience.** Notwithstanding anything to the contrary contained herein, this Agreement may be terminated by Operator at any time without cause by Operator's delivery of a written termination notice to Contractor, which notice shall be delivered to Contractor not later than thirty (30) days' prior to Operator's proposed date of termination.

16. **Obligations upon Termination.** Upon receipt of a notice of termination form Operator pursuant to the provision of the Agreement, Contractor shall:

A. Take immediate action to achieve orderly discontinuation of its work and demobilize its work force to minimize the incurring of additional costs.

B. Take such action as may be necessary to protect the property of Operator and the Arena, place no further orders or subcontracts for goods or services, and at the sole election of Operator, assign to Operator all of the right, title and, possession of and interest of Contractor under any such orders or subcontracts.

Operator will pay to Contractor all undisputed compensation earned under Paragraph 4 or cost incurred by Contractor in connection with the Services performed prior to such termination.

Pay for

17. **Right of Set-Off.** In the event that Contractor breaches this Agreement or fails to perform any part of the Services in a satisfactory manner, and such breach or failure is not rectified by Contractor within the cure periods set forth in Paragraph 14, Operator may take any action necessary to rectify such breach or failure. Operator may deduct from and set-off against any amounts due and payable to Contractor and any back charges or damages sustained by Operator for rectifying such breach of failure. Nothing herein shall be construed to relieve Contractor of liability for any additional costs incurred by Operator as a result of Contractor's failure to satisfactorily perform the Services required hereunder.

18. **Remedies.** The rights and remedies contained in the Agreement are in addition to any other rights or remedies that may be available to Operator at law or in equity, and the exercise of any such rights or remedies shall not constitute a waiver of any other right or remedy that may be available to Operator. Contractor's sole and exclusive remedies for Operator's breach of this Agreement shall be to terminate this Agreement and seek recovery of any undisputed sums payable to Contractor as contemplated in Paragraphs 14 and 16 above.

19. **Independent Contractor Status.** Contractor is engaged as an independent contractor and as such shall be solely responsible for full compliance with all legal requirements now or in the future to Contractor, its business affairs and its performance of it duties hereunder, including without limitation, state and federal taxes applicable to this Agreement (including all payroll taxes), unemployment insurance and other insurance applicable and necessary with respect to its employees and all of its legal duties and obligations as an employer. The relationship created by the Agreement is that of principle and independent agent. No provision of this instrument shall be construed in such a way as to constitute Contractor and Operator joint venturers or partners or to make Contractor the agent of Operator outside the scope of its duties hereunder, or to make Operator liable for the debts of Contractor. No officer, employees, agent, servant or independent contractor of Contractor shall at any time be deemed to be an employee, servant or agent of Operator for any purpose whatsoever. Contractor shall require all such persons to refrain form making any representation by word or act whereby it might be understood or believed that they are employees, servants or agents of Operator.

20. **Trade Name and Trademarks.** Contractor acknowledges and agrees that the owner of the Arena is the sole owner of the name, logos, and other trademarks, service marks, trade names and similar intellectual property related to the Arena. Contractor further acknowledges and agrees that Contractor will not acquire any ownership of or rights in such names, logos or other intellectual property.

21. **Confidentiality of Information.** During the term of this Agreement, Contractor and its Affiliates, officers, directors, shareholders, employees, agents, and representatives may gain access to or be exposed to certain Confidential Information of Operator and/or its Affiliates. Accordingly, Contractor, agrees, for itself and on behalf of each of its Affiliates, officers, directors,

shareholders, employees, agents, and representative that all such Confidential Information shall remain strictly confidential and shall not be disclosed to any Person without the prior written consent of Operator, which may be withheld in its sole discretion. The obligations set forth herein to maintain the confidentiality of the Confidential Information shall survive the term of this Agreement and may be enforced by injunctive relief or other equitable or legal remedy without the necessity of proving the inadequacy of legal remedies and without proving that Operator or any of its Affiliate would suffer irreparable harm as a result of a violation of such obligation.

22. **Assignments, Benefits, Binding, Effect.** This Agreement is assignable by Operator without the prior consent of Contractor. The Contractor may not assign, in whole or in part, this Agreement or any of the obligations thereunder without the prior written consent of Operator, which may be withheld in its sole discretion. This Agreement inures to the benefit of, and is biding on, the parties' hereto and their respective heirs, successors, permitted assigns, and legal and personal representatives.

23. **Representations and Warranties.** Contractor hereby represents and warrants to Operator:

A. Contractor is qualified to do business in the State of Tennessee and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

B. Contractor is not in arrears with respect to the payment of any moneys due and owing the State of Tennessee, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become to in arrears during the term of this Agreement.

C. Contractor shall comply with all federal, state and local laws, ordinances and legally enforceable rules and regulations and fire codes applicable to its activities and obligations under this Agreement.

D. Contractor shall procure, at its expense, all licenses, permits, insurance, governmental approval, if any, necessary to the performance of its obligations under this Agreement.

E. Contractor has a minimum of four (4) years experience in providing cleaning services comparable to those described herein at facilities containing at least 10,000 seats.

F. Prior to the effective date of this Agreement, Contractor has provided to Operator written materials setting forth and describing Contractor's corporate policies, including those with respect to its employee conduct policies, safety policy and procedures, training program, quality control program.

24. **Miscellaneous.**

A. Entire Agreement/Amendment. This Agreement, together with all schedules and exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, both written and oral, between the parties hereto with respect to such subject matter. Any change, modification or amendment to this Agreement must be in writing and signed by Operator and Contractor.

B. Indemnification.

(i) Indemnity of Operator and the Other Beneficiaries. Contractor covenants and agrees to defend and indemnify Operator and the Other Beneficiaries and their respective Affiliates, principals, shareholders, officers, directors, employees, representatives and agents against, and hold them harmless from, any and all losses, cost, damages, expenses (including, without limitation, all reasonable attorney's fees and court costs), claims, causes of action, obligations or liabilities relating to or resulting form any of the following (all of the following being hereinafter collectively referred to as the "Claims"):

(a) Any intentional, gross negligent (ordinary or otherwise) or reckless act of Contractor or Contractor's officers, employees, servants, agents, subcontractors or invitees;

(b) Any claim that may be made against Operator or the Other Beneficiaries with respect to any obligation, liability or loss of contractor, including, without limitation, liabilities of

Contactor for taxes of all kinds and all claims of Contractor's present and/or former employees, independent contractors and/or subcontractors for which Contractor is held legally liable;

(c) Any practices by Contractor, its employees, independent contractors and/or subcontractors that are in violation of any Legal Requirement; and

(d) Contractor's breach of any term or provision contained herein, including, without limitation, Contractor's failure to fully and timely perform any of the Services required hereunder.

If any Claim requiring indemnification under this Paragraph 25.B is made against Operator or any of the Other Beneficiaries, prompt written notice thereof shall be given to Contractor, with in (3) three days of occurrence or (3) three days of client being aware of occurrence whereupon Contractor shall be responsible for defending such Claim at its own cost and expense with counsel reasonably acceptable to Operator. Operator shall not settle any Claim which contractor is obligated to indemnify the Operator from and against without Contractor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(ii) Waiver of Contractor. Operator and the Other Beneficiaries shall not be responsible to Contractor for any loss or damage to any property owned, leased, stored or used by Contractor resulting from fire, theft or any other cause unless due to the gross negligence or willful misconduct of Operator or the Other Beneficiaries; and, except as above provided, Contractor agrees to assume all risk of loss, damage or destruction of any such property resulting from fire, theft or any other cause. Contactor agrees to indemnify and hold Operator and the Other Beneficiaries harmless from any such loss or claim unless such loss, damage or destruction or is due to the grossly negligent act or omission or willful misconduct of Operator or the Other Beneficiaries.

(iii) Waiver of Subrogation of Contractor. CONTRACTOR AND ALL PARTIES CLAIMING

BY, THROUGH OR UNDER CONTRACTOR DO HEREBY (A) RELEASE AND DISCHARGE OPERATOR, THE OTHER BENEFICIARIES AND THEIR RESPECTIVE AFFILIATES, PRINCIPALS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, FROM ANY AND ALL CLAIMS AND LIABILITIES ARISING FROM OR CAUSED BY ANY LOSS COVERED IN WHOLE OR IN PART BY INSURANCE OBTAINED OR REQUIRED TO BE OBTAINED BY CONTRACTOR HEREUNDER, UNLESS SUCH LOSS WAS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF OPERATOR, THE OTHER BENEFICIARIES OR THEIR RESPECTIVE PRINCIPALS, SHARHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS OR INVITEES, AND (B) WAIVE ANY RIGHT OF SUBROGATION THAT OTHERWISE MAY EXIST IN OR ACCURE TO ANY PERSON ON ACCOUNT THEREOF, AND AGREE TO EVIDENCE SUCH WAIVER BY ENDORSEMENT TO THE REQUIRED INSURANCE POLICIES.

(iv) Waiver of Subrogation by Operator. OPERATOR AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER OPERATOR DO HEREBY (A) RELEASE AND DISCHARGE CONTRACTOR AND ITS AFFILIATES, PRINCIPALS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS AND LIABILITIES ARISING FROM OR CAUSED BY ANY LOSS COVERED BY INSURANCE OBTAINED BY OPERATOR IN CONNECTION WITH PROPETY ON OR ACTIVITIES CONDUCTED AT THE ARENA, REGARDLESS OF WHETHER SUCH LOSS WAS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS PRINCIPALS, SHARHOLDERS, OFFICERS,

DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS AND (B) WAIVE ANY RIGHT OF SUBROGATION THAT OTHERWISE MAY EXIST IN OR ACCURE TO ANY PERSON ON ACCOUNT THEREOF, AND AGREE TO EVIDENCE SUCH WAIVER BY ENDORSEMENT TO OPERATOR'S INSURANCE POLICIES.

C. Notices. Each notice, request, demand, consent, approval and other communication required or permitted under this Agreement must be in writing (or by telex, telegram or telecopy if promptly confirmed in writing) and will be effective and duly given either when hand-delivered to the appropriate party or on the third day after it is deposited in a United States postal service letter box or port office for dispatch by first-class, postage prepaid, certified United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender), and if it is addressed by the sender to the appropriate party in the manner set forth below:

If to Operator: The Southeast Texas Entertainment Complex
1149 Pearl Street, 3rd Floor
Beaumont, TX 77701
Attn: Jim Appio

If to Contractor: Pritchard Sports & Entertainment Group
1900 North Loop West, Suite 245
Houston, TX 77018
Attn: Mr. Donald Rankin

or to such other address as a party designates by notice to the other.

D. Headings. The titles and headings preceding the text of the paragraphs of this Agreement have been inserted solely for convenience of reference and neither constitutes a part of this Agreement nor affect its meaning, interpretation, or effect.

E. Waiver. No course of dealing or delay by any party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, except to the extent expressly manifested in writing by that party. In addition, the written waive by any party of a breach on any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision a waiver of the provision itself.

F. Attorney's Fees. In the event of litigation arising under this Agreement, the prevailing party shall be entitled to attorney's fees and costs at both trial and appellate levels.

G. Choice of Law. The validity, interpretation, construction, and enforcement of this Agreement or controlled by the laws of the State of Texas, without regard to that State's rules with respect to choice of law. In addition, each party consents and agrees that the exclusive, proper and convenient venue for any legal proceeding relating to this Agreement or any instrument or agreement executed pursuant to any of them is the_____TH Civil District Court of Texas, in the case of state trial court proceedings, and the U.S. _____ District Court of Texas, _____ Division, in the case of federal trial court proceedings, and each party waives any defense, whether asserted by motion or pleading, that the _____th Civil District Court of Texas, or the U.S. _____ District Court of Texas, _____ Division, as the case may be, is an improper or inconvenient venue.

H. Severability. If a covenant or agreement in the Agreement is deemed to be contrary to law, that covenant or agreement will be deemed separable from remaining covenants and agreements in this Agreement and will not affect

validity, interpretation or effect of the other provision of either this Agreement or any agreement to other circumstances that are not contrary to law.

I. Other Documents. The parties hereto agree that each shall, concurrently herewith, or at any time hereafter, on the demand of the other, execute any other documents or instruments and do or cause to be done any other acts or things as may be necessary or convenient to carry out the intents and purposes of this Agreement.

J. Arena Contract. At all times, this Agreement and the rights of one party to the other hereunder shall be subject other Arena Contract, as the same may be modified, renewed or extended or terminated. In the event that the Arena Contract expires or is terminate (for any or no reason), then notwithstanding the Term hereof, this Agreement shall automatically terminate simultaneously with the expiration or termination of the Arena Contract, unless this Agreement is assigned and expressly assumed by the successor operator of the Arena or the Owner; provided, however, that such parties shall not be obligated to assume this Agreement. In no event shall contactor have any prior right of approval with respect to any modification, renewal, extension or termination of the Arena Contract. The termination of this Agreement shall not affect any indemnification obligations required hereunder.

K. Force Majeure. In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to Force Majeure, such party shall be relieved of the duty to perform such obligations until such time as the Force Majeure has been alleviated; provide, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

L. Nature of Agreement. In no event shall this Agreement ever be construed to have created any express or implied warranty or representation from Operator to Contractor as to the actual receipts or profit that Contractor may derive or expect to derive with respect to the provisions of the Services and Contractor acknowledges that no such warranty or representation has in fact been made by Operator or any other person, party, firm or corporation.

M. Duty of Care. Contractor owes to Operator the highest standard of care an duty to perform Contractor's obligations under this Agreement in a first class manner and consistency with the highest standards of service providers providing like services at other first class arenas comparable to the Arena and to provide the Services at all times with the utmost integrity and good faith and in a manner that is in the best interests of the Arena and Operator and consistent with the terms of this Agreement.

N. Arbitration. Except for disputes described in Paragraph 4(H), any controversy, claim, dispute or disagreement arising out of, or relating to, this

Agreement or any Services provided by Contractor which cannot be settled by the parties shall be resolved according to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (the "AAA Rules"). Each party shall designate an arbitrator pursuant to the AAA Rules, and the appointed arbitrators will appoint a neutral arbitrator form the panel in the manner prescribed in the AAA Rules. The decision of the panel shall be final and biding on the parties any award of the panel may be entered in any court of competent jurisdiction. The cost of the arbitration, including the cost of the record or transcripts thereof, if any, administrative fees, attorney's fees and all other fees involved, shall be awarded to the prevailing part as determined by the panel or otherwise allocated in an equitable manner as determined by the panel.

IN WITNESS WHEREOF, the parties her to have affixed their respective hands and seals to be effective as of the day and year first written above.

Operator:

By: _____
Name: Fred Roger Norton
Title: Its Authorized Representatives GM

Contractor: PRITCHARD SPORTS & ENTERTAINMENT GROUP
a Maryland corporation

By: _____
Name: Donna Parker
Title: President



FORD PARK
5115 IH-10
Beaumont, TX 77705
Telephone (409) 951-5400
Fax (409) 951-5429

FAX TRANSMITTAL

Date: May 3, 2004

To: PATRICK SWAIN

Fax #: 839-2369

From: ROGER NEWTON

Subject: Pritchard Sports & Entertainment Group Contract

Number of pages including cover: ~~2~~ 3

Addendum's A & B.

(A)

VII. Cleaning Request for Proposal Bid Form

Cost of services:
Based on the attached scope of services, please quote your charges:
Base monthly fee $ 14,952.00

Alternate

Base monthly fee $ 15,352.00 *
(With supplies bought by Contractor)

The following components must be included in the base fee:

Project Manager	$ 2,925.00	Per month
Fringes and benefits	$ 620.00	Per month
# of workers 8 8 hours per day	$ 6.50 hr. base wage	$ 7,930.00 Per month
Fringes and benefits	$ 1,735.00	Per month
Office supplies, telephone, fax, postage, etc.	$ 1,950.00 Built in <$1,200.00> events $750.00	Per month $1950.00 <$1,600.00> $ 350.00
Overhead/profit	$ 717.00	Per month
Miscellaneous – provide detail: -- Health Insurance 1. Manger, 2. Post Manger 3. Day Supervisor --Base supplies	$ 1,042.00 $ 400.00	Per month
Seat cleaning	Cost per seat:	$ .50
Carpet cleaning	Cost per square foot:	$ .10
Suite cleaning	Cost per suite per time	$ 10.50
Event attendants	Cost per hour	$ 9.55
Event Supervisor	Cost per hour	$ 12.00
Additional Services	Cost per hour	$ 9.25

*Chemicals only - no restroom supplies included in any pricing.

3120

(B)

SMG/Southeast Texas Entertainment Complex, RFP for Cleaning Services – February 6, 2003

Cost per event includes pre and post clean up: **with Capital**

Arena

			One event	Multiple events Same day
0	to	2000	$ 1,475.00	$ 885.00
2001	to	4000	$ 2,044.00	$ 1,095.00
4001	to	6000	$ 2,164.00	$ 1,243.00
6001	to	8000	$ 2,576.00	$ 1,506.00
8001	to	CAPACITY	$ 3,092.00	$ 1,816.00

Amphitheater

0	to	2000	$ 889.00	$ 505.00
2001	to	5000	$ 1,058.00	$ 606.00
5001	to	7500	$ 1,206.00	$ 615.00
7501	to	10000	$ 1,300.00	$ 717.00
10001	to	12500	$ 1,530.00	$ 793.00
12501	to	15000	$ 1,615.00	$ 831.00
15001	to	CAPACITY	$ 1,645.00	$ 867.00

Cost on no-capital equipment, supplies, and wages o.h. Profit and all other cost must be built into the above scale and hourly rates. Above scale will be paid based on actual ticket drop.

***Rest room products, paper, hand soap are not built into any pricing provided. These products can be supplied at our actual cost without a mark up.**



FORD PARK
5115 IH-10
Beaumont, TX 77705
Telephone (409) 951-5400
Fax (409) 951-5429

FAX TRANSMITTAL

Date: May 5, 2004

To: PATRICK SWAIN

Fax #: 839-2369

From: ROGER NEWTON

Subject: Pritchard Sports & Entertainment Group Contract

Number of pages including cover: 4

Patrick,

These are what we have been using on the exhibits. The previous ones sent by Melinda are incorrect.

Thx
Roger

SMG/Southeast Texas Entertainment Complex, RFP for Cleaning Services – February 6, 2003

Cost per event includes pre and post clean up: **with Capital**

Arena

			One event	Multiple events Same day
0	to	2000	$ 1,475.00	$ 885.00
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7501	to	10000	$ 1,300.00	$ 717.00
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Cost on no-capital equipment, supplies, and wages o.h. Profit and all other cost must be built into the above scale and hourly rates. Above scale will be paid based on actual ticket drop.

***Rest room products, paper, hand soap are not built into any pricing provided. These products can be supplied at our actual cost without a mark up.**

Pritchard Sports & Entertainment Group

MEMO

Date: 31 October, 2003

To: Jim Appio
Ford Park

From: Donald Rankin

RE: Core base crew
Monthly Cost

Jim per your request we have adjusted the staffing to come as close to your requested number as possible. The number starting with 1 November will be **$10,561.00** per month.

Understand that by reducing the number of staff the quality and timing of the work on a daily basis will not meet the original intent of quality.

We at Pritchard Sports & Entertainment Group will do everything in our power to keep the facility as clean as possible with the staff and hours allotted. Without question task will take longer than we would like and will do every thing in our power to insure that the front of the house is presentable for every event.

If you have any questions please call me.

VII. Cleaning Request for Proposal Bid Form

Cost of services:
Based on the attached scope of services, please quote your charges:
Base monthly fee $ 14,952.00

Alternate

Base monthly fee $ 15,352.00 *
(With supplies bought by Contractor)

The following components must be included in the base fee:

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Office supplies, telephone, fax, postage, etc.	$ 1,950.00 Built in <$1,200.00> events $750.00	Per month $1950.00 <$1,600.00> $ 350.00
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Miscellaneous – provide detail: – Health Insurance 1. Manger, 2. Post Manger 3. Day Supervisor --Base supplies	$ 1,042.00 $ 400.00	Per month
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Event attendants	Cost per hour	$ 9.55
Event Supervisor	Cost per hour	$ 12.00
Additional Services	Cost per hour	$ 9.25

*Chemicals only - no restroom supplies included in any pricing.

3120

The Swanson Corporation
Employee Owned

701 Main Street
Beaumont, TX 77701
phone (409) 835-1546
fax (409) 835-3055
beaumont_cc@swansoncorp.com

Treat America / Swanson Food Services

September 20, 2006

LETTER OF AGREEMENT

1. The Swanson Corporation has a contract with SMG to provide alcohol beverage sales at Ford Park, paying SMG a percentage of those sales. The Swanson Corporation holds current licenses at Ford Park with the TABC.
2. The YMBL will sponsor the Southeast Texas State Fair October 12 - 22 at Ford Park. The YMBL has an agreement with Jefferson County to take over event operations during the fair.
3. The Swanson Corporation will enter into an agreement with the YMBL to sell alcoholic beverages at the Fair. The Swanson Corporation will pay the YMBL a commission on sales, with no sales percentage going to SMG.
4. At the Championship Bull Riding events during the Fair, the normal agreement between Swanson and SMG will be valid. No commission will be paid to YMBL at these events.
5. No agreement will contradict Texas Alcoholic Beverage Commission regulations.

Denson Hilton, Swanson Corporation

SMG

The Swanson Corporation
Employee-Owned

701 Main Street
Beaumont, TX 77701
phone (409) 835-1546
fax (409) 835-3055
beaumont_cc@swansoncorp.com

LETTER OF AGREEMENT

1. The Swanson Corporation has a contract with SMG to provide alcoholic beverage sales at Ford Park, paying SMG a percentage of those sales. The Swanson Corporation holds current licenses at Ford Park with the TABC.
2. The YMBL will sponsor the Southeast Texas State Fair October 14-28, 2004 at Ford Park. The YMBL has an agreement with Jefferson County to take over event operations during the Fair.
3. The Swanson Corporation will enter into an agreement with the YMBL to sell alcoholic beverages at the Fair. The Swanson Corporation will pay the YMBL a commission on sales, with no sales percentage going to SMG.
4. There are two events during the Fair, the Extreme Bullriding and the Hockey Game, at which the normal agreement between Swanson and SMG will be valid. No commission will be paid to the YMBL for sales at these events.
5. No agreement will contradict Texas Alcoholic Beverage Commission regulations.

David Curtis (date) 10/13/04 David Curtis, Swanson Corporation

(date) 10-13-04 Ben Booker, SMG

(m) "Payroll Expenses" shall mean all hourly and non-profit payroll expenses associated with the sale and distribution of alcoholic beverages.

ARTICLE II

TERM; SERVICES; RESTRICTIONS

2.1 Term. Term of this Original Agreement shall be March 14, 2006 to March 31, 2007. In the event that during the Term, either party decides to terminate this agreement with mutually agreed upon reasons, this Agreement may be terminated upon ninety (90) days written notice from Operator to Contractor and or immediately upon written notification that SMG is no longer the managing agent for Jefferson County of the Ford Park complex.

2.2 Services. Subject to the terms and conditions contained in this Agreement, Operator hereby grants to Contractor the following:

(a) The exclusive rights and privilege to provide the Concession Alcohol Services.

(b) The exclusive rights and privilege to use the Service Equipment, Additional Equipment and Improvements, Service Areas for purposes of providing the Services hereunder.

(c) The exclusive rights and privilege to provide the Catering Alcohol Services..

(d) The exclusive rights and privilege to provide the Vendor Concession Alcohol Services.

2.3 Operator's Reservations and Restrictions.

(d) Notwithstanding the exclusive rights set forth in Section 2.2 above, it is expressly agreed by both parties that there is hereby reserved to Operator the rights to limit the sale of alcoholic beverages at the Facility at any time and from time to time during any Event in its sole and absolute discretion. It is further expressly agreed by both parties that such right shall extend to, and include, without limitation, the rights to limit the type of alcoholic beverages sold (but not the specific brands of alcoholic beverages). The locations where such alcoholic beverages are sold, the per person per sale quantity of alcoholic beverages sold and the times during which such beverages may be sold, and further may include a complete prohibition on the sale of alcoholic beverages at any Event if Operator deems such prohibition to be appropriate in its sole and absolute discretion. In addition, it is expressly agreed by both partied that Operator reserves the right, in the exercise of its sole and absolute discretion and without any assumption of liability, to approve Contractors's procedures or to require Contractor to implement any procedure specified by Operator for determining and/or verifying the legal drinking age of patrons of the Facility who consume alcoholic beverages subject to all Legal Requirements. Notwithstanding the above, Operator may implement policies that prohibit alcoholic beverage sales at the Facility after certain times during an Event at the Facility such as by way of

Swanson

(a) **"Additional Equipment and Improvements"** shall mean all equipment currently in place and any and all additional equipment and improvements that are purchased by Operator and installed in the Service Areas will be available for use by the Contractor.

(b) **"Catered Event"** shall mean any event, convention, assembly, function, meeting or similar gathering at the Facility at which Catering Alcohol Services Contractor.

(c) **"Catering Alcohol Sales"** shall mean the Gross Receipts from Catering Alcohol Services provided at Catered Events at the Facility, exclusive of (i) Concession Sales, (ii) Restaurant Sales, (iii) Vendor Concession Sales, and (iv) Subcontractor Sales.

(d) **"Club Seating"** shall mean the premium or club seating areas at the Facility.

(e) **"Club Seating and Suite Services"** shall mean the provision of Catering Alcohol Services to the Club Seating and Suite areas at the Facility, including any bar adjacent thereto or therein.

(f) **"Concession Areas"** shall mean all public concession stands, either fixed or portable, within the Facility and at areas outside the Facility.

(g) **"Concession Event"** shall mean any event, convention, assembly, function, meeting or similar gathering at the Facility at which Concession Alcohol Services are provided by Contractor.

(h) **"Concession Alcohol Sales"** shall mean the Gross Receipts from Concession Services provided at Concession Events at the Facility, exclusive of (i) Catering Sales, (ii) Restaurant Sales, (iii) Vendor Concession Sales, (iv) sales of Branded Products, and (v) Subcontractor Sales.

(i) **"Event"** shall mean any Catered Event or Concession Event scheduled by the Operator at the Facility, and for which any one or more of the Services shall be provided by Contractor.

(j) **"Gross Receipts"** shall mean the total amount of alcoholic beverage sales from beer, wine and spirits (less applicable sales taxes) to include payment by cash, check, credit, charge account or otherwise and shall include the amounts received from the sale of all Concession and Catering Alcoholic Beverages in the Facilities.

(k) "Suite(s)"shall mean those luxury suites, executive suites, co-op suites, party suites and sky boxes in the Facility, excluding Function Rooms.

(l) **"Alcohol Purchases and Supplies"** shall mean all alcoholic beverages beer, wine, spirits and supplies (cups, condiments, mixers, juices) to service the Facilities will be at the expense of the Contractor.

STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority personally appeared Denson E. Hilton to me known to be a credible person, and who, after being by me first duly sworn, did on his oath depose and state:

That my name is Denson E. Hilton and I am President of Kwik-Kafe' of Texas, Inc. which holds a Mixed Beverage Permit, MB-553029 with a Mixed Beverage Late Hours Permit and Beverage Cartage Permit for the location of 5115 IH 10 South, Beaumont, TX to be operated under the tradename of Ford Park-Arena.

I wish to state that the attached concession agreement is the current agreement and the only true and correct copy thereof.

Denson E. Hilton – President
Kwik-Kafe' of Texas, Inc.

SWORN TO AND SUBSCRIBED BEFORE ME, this 13th day of December, A.D., 2006.

Notary Public in and for the State of Texas

SHARE[illegible] WEAVER
MY COMMISSION EXPIRES
July 12, 2010

CATERING AND CONCESSION ALCOHOL SERVICES AGREEMENT

This Catering and Concession Alcohol Services Agreement (this "**Agreement**") is made and entered into as of the 1st day of November 2005, by and between SMG, ("**Operator**"), and KWIK KAFE of TEXAS, INC. (a subsidiary of Swanson Corporation) ("**Contractor**"). Which **Operator** provides **Contractor** with the exclusive rights to provide Alcoholic Beverage services to the Southeast Texas Entertainment Complex Amphitheater 5155 IH 10 S and the Southeast Texas Entertainment Complex Arena 5115 IH 10 S both in Beaumont, Texas.

BACKGROUND

Operator is the manager of a certain sports and entertainment facility located in the City of Beaumont, Texas, commonly known as the Southeast Texas Entertainment Complex (together with walkways, parking lots, and plazas adjacent to such facility, the "**Facility**") owned and maintained by the County of Jefferson (the "**County**") pursuant to a certain Indenture of Lease dated April 2002 between the County and Operator, as the same has been amended and may be further amended from time to time (the "**Operator's Agreement**").

The Contractor recognizes that Operator's Agreement at the Facility was granted by the County based on the following premises:

1. The Facility's purpose has been and continues to be to foster or promote among, or provide for the benefit of, the people of the County, recreation, entertainment, amusement, education, enlightenment, cultural development or betterment, and events of trade and commerce, including professional, amateur and scholastic sports and athletic events, theatrical, musical or other entertainment presentations and meetings, assemblages, conventions and exhibitions for any purpose including business or trade purposes, and other events of civic, community and general public interest.

2. The successful use and operation of the Facility requires, among other things, the proper operation of concession and catering alcohol services at the Facility.

NOW, THEREFORE, the parties hereto, in consideration of the foregoing and of the mutual covenants and conditions to be kept and performed as hereinafter set forth, intending to be legally bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used herein, the terms set forth below shall be defined as follows:

(a) **"Additional Equipment and Improvements"** shall mean all equipment currently in place and any and all additional equipment and improvements that are purchased by Operator and installed in the Service Areas will be available for use by the Contractor.

(b) **"Catered Event"** shall mean any event, convention, assembly, function, meeting or similar gathering at the Facility at which Catering Alcohol Services Contractor.

(c) **"Catering Alcohol Sales"** shall mean the Gross Receipts from Catering Alcohol Services provided at Catered Events at the Facility, exclusive of (i) Concession Sales, (ii) Restaurant Sales, (iii) Vendor Concession Sales, and (iv) Subcontractor Sales.

(d) **"Club Seating"** shall mean the premium or club seating areas at the Facility.

(e) **"Club Seating and Suite Services"** shall mean the provision of Catering Alcohol Services to the Club Seating and Suite areas at the Facility, including any bar adjacent thereto or therein.

(f) **"Concession Areas"** shall mean all public concession stands, either fixed or portable, within the Facility and at areas outside the Facility.

(g) **"Concession Event"** shall mean any event, convention, assembly, function, meeting or similar gathering at the Facility at which Concession Alcohol Services are provided by Contractor.

(h) **"Concession Alcohol Sales"** shall mean the Gross Receipts from Concession Services provided at Concession Events at the Facility, exclusive of (i) Catering Sales, (ii) Restaurant Sales, (iii) Vendor Concession Sales, (iv) sales of Branded Products, and (v) Subcontractor Sales.

(i) **"Event"** shall mean any Catered Event or Concession Event scheduled by the Operator at the Facility, and for which any one or more of the Services shall be provided by Contractor.

(j) **"Gross Receipts"** shall mean the total amount of alcoholic beverage sales from beer, wine and spirits (less applicable sales taxes) to include payment by cash, check, credit, charge account or otherwise and shall include the amounts received from the sale of all Concession and Catering Alcoholic Beverages in the Facilities.

(k) **"Suite(s)"**shall mean those luxury suites, executive suites, co-op suites, party suites and sky boxes in the Facility, excluding Function Rooms.

(l) **"Alcohol Purchases and Supplies"** shall mean all alcoholic beverages beer, wine, spirits and supplies (cups, condiments, mixers, juices) to service the Facilities will be at the expense of the Contractor.

(m) **"Payroll Expenses"** shall mean all hourly and non-profit payroll expenses associated with the sale and distribution of alcoholic beverages.

ARTICLE II

TERM; SERVICES; RESTRICTIONS

2.1 Term. Term of this Original Agreement shall be March 14, 2006 to March 31, 2007. In the event that during the Term, either party decides to terminate this agreement with mutually agreed upon reasons, this Agreement may be terminated upon ninety (90) days written notice from Operator to Contractor.

2.2 Services. Subject to the terms and conditions contained in this Agreement, Operator hereby grants to Contractor the following:

(a) The exclusive rights and privilege to provide the Concession Alcohol Services.

(b) The exclusive rights and privilege to use the Service Equipment, Additional Equipment and Improvements, Service Areas for purposes of providing the Services hereunder.

(c) The exclusive rights and privilege to provide the Catering Alcohol Services.

(d) The exclusive rights and privilege to provide the Vendor Concession Alcohol Services.

2.3 Operator's Reservations and Restrictions.

Operator may require contractor to implement any reasonable procedure specified by operator for determining and/or verifying the legal drinking age of patrons of the facility who consume alcoholic beverages subject to all legal requirements.

2.5 Exclusivity. Subject to the terms and conditions contained in this Agreement, Operator warrants, represents and agrees that it has the right and authority pursuant to the Operating Agreement to grant the exclusive rights granted to Contractor hereunder and that such rights have not been and will not be granted by Operator to any other party.

2.7 Agreement to Perform Services. Contractor hereby agrees to perform the Services during the Term at all Events at the Facility.

ARTICLE III

FEE SCHEDULE

3.1 Fees.

(a) As consideration for the rights granted by Operator to Contractor hereunder, Contractor will pay to the Operator the following based on Gross Receipts per Fiscal Year (or any portion thereof), all as calculated in accordance with generally accepted accounting principles, consistently applied:

(i) 40% of Gross Receipts from Concession Alcohol Sales for all Events it include, beer, wine and spirits.

(ii) 40% of Gross Receipts from Catering Alcohol Sales for all Events to include beer, wine and spirits.

3.2 Method of Payment.

(a) Contractor is responsible for payment to Operator by the 15th of each month for previous months receipts.

ARTICLE IV

PERFORMANCE OF THE CONTRACTOR

4.1 General Standards. The Contractor hereby represents, warrants, covenants and agrees that:

(a) Contractor will comply with all Legal Requirements. Contractor shall be responsible for any violations of Legal Requirements as a result of Contractor's and its Affiliates operations hereunder. In such connection, County and Operator specifically grant, on a non-exclusive basis, to Contractor, (i) the right to enforce all Legal Requirements relating to the sale and dispensing of alcoholic beverages and enforce all rules, regulations or orders of applicable Governmental Authorities. and (ii) the right, power and authority to take any and all actions necessary to enable and to ensure compliance with all Legal Requirements concerning the sale and consumption of alcoholic beverages in the Facility. Notwithstanding anything else herein to the contrary, Contractor and Operator acknowledge that the licenses required to serve alcoholic beverages at the Facility, pursuant to Legal Requirements shall be the property of the Contractor. Operator shall cooperate with Contractor in the obtaining of any and all such licenses, including but not limited to, the obtaining of an interim licensed bar operator if and when required. In addition, Operator's event staff shall cooperate reasonably with Contractor, upon request of Contractor, in enforcing Contractor's policies and practices for the lawful and safe service and sale of alcoholic beverages, including the prevention of consumption of alcoholic beverages by minors.

(b) Operator shall cause any interim bar operator to agree to defend, indemnify and hold harmless the Contractor for any liability arising from the interim operation and to procure and maintain public liability (including coverage for liquor liability) and property damage insurance with a single combined limit of at least Five Million Dollars ($5,000,000.00) for bodily injury, death and property damage, which insurance shall name Contractor as an additional insured.

(c) Contractor shall keep complete and accurate inventory control records before and after each Event as well as Sales reports for each Event held at the Facility.

(d) Prices, portions, product selection, and specific brands in each instance shall be subject to Operator's prior written approval; provided that such approval is not unreasonably withheld or denied. Operator cannot require Contractor to sell specific brands of alcoholic beverages.

4.2 Personnel. Contractor shall at all times comply with the following requirements regarding its personnel and its staffing of personnel at the Facility:

(a) Contractor shall work with Operator to employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide the Services and otherwise comply with its obligations hereunder. The Contractor and Operator shall advise and instruct all personnel to enter upon and remain on the Facility's premises only during Events at the Facility and for a reasonable time prior to and subsequent to Events, and only for the purpose of exercising during Events, the rights and privileges herein provided. Contractor shall pay all applicable social security, unemployment, workers' compensation and other employment taxes related to such personnel.

(b) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin and/or disability.

4.3 Event Duties.

(a) With respect to any Concession Event, Contractor and Operator agree as follows:

(1) The Operator will provide the Contractor with written notice of any Concession Event (together with scheduled door opening times) at the Facility for which Concession Alcohol Services are required within a reasonable period of time but no less than three (3) business days prior to each Concession Event. Contractor shall provide Concession Alcohol Services to the Facility on the day of each Concession Event in the portion of the Facility being used for such Concession Event. Contractor and Operator shall participate in regularly scheduled meetings to review the upcoming scheduled Concession Events for the Facility and the Concession Services that are expected for each such Event.

ARTICLE V

INSURANCE, INDEMNITY AND LIABILITY MATTERS

5.1 Types of Insurance Coverage. Contractor shall obtain and maintain at its expense at least the following minimum insurance coverages (collectively, the "**Policies**") during the Term, which Policies will be written with insurers licensed to do business in the State of Texas:

(a) Comprehensive general liability (including premises operations liability inclusive of broad form contractual liability, bodily injury, and property damage, personal injury, products and completed operations, independent contractors, medical payments and liquor liability), with policy limits of $1,000,000 per occurrence.

(b) Workers' Compensation (including employer's liability) as required by applicable state and federal law.

(c) Business Automobile Liability, including owned, non-owned and hired and leased vehicles: $1,000,000 each person; $1,000,000 each occurrence.

5.2 Policies/Certificates of Insurance.

(a) Contractor (either directly or as an Affiliate referred to on a policy) shall be the named insured under all of the Policies, and Operator and County each shall be an additional insured under the Policies, as their interests may appear, except the workers' compensation Policy. The Policies shall contain a provision covering the Contractor's indemnification liabilities to Operator and County.

(b) Contractor shall deliver to Operator prior to the commencement of the Term a certificate(s) of insurance confirming the existence or issuance of the Policies and shall thereafter, upon request, deliver to Operator a certificate(s) of insurance evidencing renewal of such Policies. Each such Policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving sixty (60) days' written notice thereof to Operator at 1149 Pearl Street, 3rd Floor, Beaumont, Texas 77701 sent by certified mail, return receipt requested.

(c) Waiver of Rights of Recovery. Contractor hereby waives any and all rights of recovery it may hereafter have against Operator and the County for any injuries or losses sustained by, or damages caused to Contractor, its employees, property, or the property of others under Contractor's control, to the extent that such loss or damage is covered under the terms of the Policies. If Contractor decides not to maintain any such insurance, the waiver of Contractor hereunder shall apply with respect to the amount of insurance that a reasonable party, as a concessions operator at a public assembly facility would maintain. In addition, Contractor will notify its insurance company of the provisions of this Section 5.2(c) and ensure that any such insurance policies include provisions which incorporate the terms of this Section 5.2(c).

5.3 Indemnification.

(a) Contractor shall indemnify, defend, and hold harmless Operator, the County, and the Other Beneficiaries from and against any and all Losses arising from (i) the negligence of the officers, directors, employees, agents, and/or representatives of the Contractor, and/or (ii) the breach of any term, condition, representation, warranty, agreement, or covenant of this Agreement by Contractor and/or its officers, directors, employees, agents, or representatives.

(b) The provisions of Section 5.3(a) above shall survive the termination or expiration of this Agreement.

ARTICLE VI

DEFAULT AND REMEDIES

6.1 Operator Events of Default. Each of the following acts or omissions of Operator or occurrences shall constitute an "**Operator Event of Default**":

7.1 Relationship of Parties. The relationship created by this Agreement are those of independent contractor. Neither the provisions for the payment of the fees to Operator hereunder nor any other provision of this Agreement shall be construed in such a way as to constitute Contractor and Operator and/or County joint venturers or partners, to make Contractor the agent of Operator and/or County, to make Contractor a licensee or tenant of Operator and/or County or to make Operator and/or County liable for the debts of Contractor. The provisions of this Agreement relating to fees based upon a percentage of receipts, and the allocation of fee to the various components of this Agreement, are included solely for the purpose of providing a method for measuring the payment of fees and consideration for granting of the various rights herein granted to Contractor. No officer, director, employee, agent, servant, representative, or independent contractor of Contractor shall at any time be deemed to be an officer, director, employee, servant, representative, agent or independent contractor of Operator and/or County for any purpose whatsoever. Contractor shall require all such persons to refrain from making any representation by word or act whereby it might be understood or believed that they are officers, directors, employees, servants, representatives, agents or independent contractors of Operator and/or County.

7.2 Entire Agreement. This Agreement contains the entire understanding between the parties and may not be modified except by written instrument executed by both parties hereto. No prior or contemporaneous oral or written agreements, bid solicitation, bid responses or other materials shall be binding on the parties.

7.3 Nature of Agreement. IN NO EVENT SHALL THIS AGREEMENT EVER BE CONSTRUED TO HAVE CREATED ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION FROM CONTRACTOR, OPERATOR OR COUNTY TO THE OTHER PARTIES AS TO THE ACTUAL RECEIPTS OR PROFITS WHICH THE PARTIES MAY DERIVE OR EXPECT TO DERIVE WITH RESPECT TO THE OPERATION OF THE AGREEMENT AND CONTRACTOR AND OPERATOR ACKNOWLEDGE THAT NO SUCH WARRANTY OR REPRESENTATION HAS IN FACT BEEN MADE BY

CONTRACTOR, OPERATOR, COUNTY OR ANY OTHER PERSON, PARTY, FIRM OR CORPORATION.

7.4 Force Majeure. In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of God, strikes and/or lock-outs (except as provided in Section 4.2 hereof), other industrial disturbances, acts of the public enemy, laws, rules and regulations of Government Authorities, wars or warlike action (whether actual, impending or expected, and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, acts of terrorists or vandals, riots, epidemics, landslides, sinkholes, lightning, hurricanes, storms, floods, washouts, fire or other casualty, condemnation, earthquake, civil commotion, explosion, breakage or accident to equipment or machinery (the foregoing not intended to relieve Contractor from its repair, maintenance, and replacement obligations under this Agreement), any interruption of the Utility Systems, confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination, accident, repairs or other matter or condition beyond the reasonable control of either party (excluding, however, acts of contamination or adulteration whether from terrorist acts or otherwise with respect to the Contractor as described in Section 4.1(o) above and financial inability to perform) (collectively called **"Force Majeure"**), such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided that upon the removal of the Force Majeure the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

7.5 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Venue for any dispute arising hereunder shall lie exclusively in the federal and state courts situate in Jefferson County, Texas.

7.6 Partial Invalidity. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction the remaining terms and provisions of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall remain valid and be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as the date first written above.

OPERATOR:

SMG, a Pennsylvania general partnership

By: _____
General Manager, SETEC

CONTRACTOR: KWIK KAFE of TEXAS, INC. A subsidiary of Swanson's Corporation

By: _____
Name: _____
Title: _____

CATERING AND CONCESSION ALCOHOLIC SERVICES AGREEMENT

This Catering and Concession Alcoholic Services Agreement (this "Agreement") is made and entered into as of the 24th day of November 2005, by and between SMG, as agent for Jefferson County Texas, owner of Ford Park ("Operator"), and KWIK KAFE of TEXAS, INC. (a subsidiary of Swanson Corporation) ("Contractor"). Which Operator provides Contractor with the exclusive rights to provide Alcoholic Beverage services to Ford Park, Formally Known as the Southeast Texas Entertainment Complex, 5115 IH 10 S and the Southeast Texas Entertainment Complex Arena, known as Ford Park 5115 IH 10S both in Beaumont, Texas 77705.

BACKGROUND

Operator is the manager of a certain sports and entertainment facility located in the City of Beaumont, Texas, commonly known as Ford Park (together with walkways, parking lots, and plazas adjacent to such facility, the "Facility") owned and maintained by the County of Jefferson (the "County") pursuant to a certain Indenture of lease dated April 2002 between the County and Operator, as the same has been amended and be further amended from time to time the ("Operator's Agreement").

The Contractor recognizes that Operator's Agreement at the Facility was granted by the County based on the following premises"

1) The Facility's purpose has been and continues to be to foster or promote among, or provide for the benefit of, the people of the County, recreation, entertainment, amusement, education, enlightenment, cultural development or betterment, and events of trade and commerce, including professional, armature and professional sport and athletic events, theatrical, musical or other entertainment presentations and meetings, assemblages, conventions and exhibitions for any purpose including business or trade purposes, and other events civic, community and general public interest.

2. The successful use and operation of the Facility requires, among other things, the proper operation of concession and catering alcoholic services at the Facility.

NOW, THEREFORE, the parties hereto, in consideration of the foregoing and of the mutual covenants and conditions to be kept and performed as hereinafter set forth, intending to be legally bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions As used herein, the terms set forth below shall be defined as follows:

(x) "**Additional Equipment and Improvements**" shall mean all equipment currently in place and any and all additional equipment and improvements that are purchased by Operator and installed in the Service Areas will be available for use by the Contractor.

(b) "**Catered Event**" shall mean any event, convention, assembly, function, meeting or similar gathering at the Facility at which Catering Alcohol Services Contractor.

(c) "**Catering Alcohol Sales**" shall mean the Gross Receipts from Catering Alcohol Services provided at Catered Events at the Facility, exclusive of (i) Concession Sales, (ii) Restaurant Sales, (iii) Vendor Concession Sales, and (iv) Subcontractor Sales.

(d) "**Club Seating**" shall mean the premium or club seating areas at the Facility.

(e) "**Club Seating and Suite Services**" shall mean the provision of Catering Alcohol Services to the Club Seating and Suite areas at the Facility, including any bar adjacent thereto or therein.

(f) "**Concession Areas**" shall mean all public concession stands, either fixed or portable, within the Facility and at areas outside the Facility.

(g) "**Concession Event**" shall mean any event, convention, assembly, function, meeting or similar gathering at the Facility at which Concession Alcohol Services are provided by Contractor.

(h) "**Concession Alcohol Sales**" shall mean the Gross Receipts from Concession Services provided at Concession Events at the Facility, exclusive of (i) Catering Sales, (ii) Restaurant Sales, (iii) Vendor Concession Sales, (iv) sales of Branded Products, and (v) Subcontractor Sales.

(i) "**Event**" shall mean any Catered Event or Concession Event scheduled by the Operator at the Facility, and for which any one or more of the Services shall be provided by Contractor.

(j) "**Gross Receipts**" shall mean the total amount of alcoholic beverage sales from beer, wine and spirits (less applicable sales taxes) to include payment by cash, check, credit, charge account or otherwise and shall include the amounts received from the sale of all Concession and Catering Alcoholic Beverages in the Facilities.

(k) "Suite(s)" shall mean those luxury suites, executive suites, co-op suites, party suites and sky boxes in the Facility, excluding Function Rooms.

(l) "**Alcohol Purchases and Supplies**" shall mean all alcoholic beverages beer, wine, spirits and supplies (cups, condiments, mixers, juices) to service the Facilities will be at the expense of the Contractor.

(m) **"Payroll Expenses"** shall mean all hourly and non-profit payroll expenses associated with the sale and distribution of alcoholic beverages.

ARTICLE II

TERM; SERVICES; RESTRICTIONS

2.1 Term. Term of this Original Agreement shall be March 14, 2006 to March 31, 2007. In the event that during the Term, either party decides to terminate this agreement with mutually agreed upon reasons, this Agreement may be terminated upon ninety (90) days written notice from Operator to Contractor and or immediately upon written notification that SMG is no longer the managing agent for Jefferson County of the Ford Park complex.

2.2 Services. Subject to the terms and conditions contained in this Agreement, Operator hereby grants to Contractor the following:

(a) The exclusive rights and privilege to provide the Concession Alcohol Services.

(b) The exclusive rights and privilege to use the Service Equipment, Additional Equipment and Improvements, Service Areas for purposes of providing the Services hereunder.

(c) The exclusive rights and privilege to provide the Catering Alcohol Services..

(d) The exclusive rights and privilege to provide the Vendor Concession Alcohol Services.

2.3 Operator's Reservations and Restrictions.

(d) Notwithstanding the exclusive rights set forth in Section 2.2 above, it is expressly agreed by both parties that there is hereby reserved to Operator the rights to limit the sale of alcoholic beverages at the Facility at any time and from time to time during any Event in its sole and absolute discretion. It is further expressly agreed by both parties that such right shall extend to, and include, without limitation, the rights to limit the type of alcoholic beverages sold (but not the specific brands of alcoholic beverages). The locations where such alcoholic beverages are sold, the per person per sale quantity of alcoholic beverages sold and the times during which such beverages may be sold, and further may include a complete prohibition on the sale of alcoholic beverages at any Event if Operator deems such prohibition to be appropriate in its sole and absolute discretion. In addition, it is expressly agreed by both parties that Operator reserves the right, in the exercise of its sole and absolute discretion and without any assumption of liability, to approve Contractor's procedures or to require Contractor to implement any procedure specified by Operator for determining and/or verifying the legal drinking age of patrons of the Facility who consume alcoholic beverages subject to all Legal Requirements. Notwithstanding the above, Operator may implement policies that prohibit alcoholic beverage sales at the Facility after certain times during an Event at the Facility such as by way of

example, following the second period of a Hockey game. If the sale of alcoholic beverages is curtailed or eliminated for a period of forty-one (41) consecutive games, then SMG will agree to review the economic situation for both parties resulting from such curtailment or elimination.

2.5 Exclusivity. Subject to the terms and conditions contained in this Agreement, Operator warrants, represents and agrees that it has the right and authority pursuant to the Operating Agreement to grant the exclusive rights granted to Contractor hereunder and that such rights have not been and will not be granted by Operator to any other party.

2.7 Agreement to Perform Services. Contractor hereby agrees to perform the Services during the Term at all Events at the Facility.

ARTICLE III

FEE SCHEDULE

3.1 Fees.

(a) As consideration for the rights granted by Operator to Contractor hereunder, Contractor will pay to the Operator the following based on Gross Receipts per Fiscal Year (or any portion thereof), all as calculated in accordance with generally accepted accounting principles, consistently applied:

(i) 40% of Gross Receipts from Concession Alcohol Sales for all Events it include beer, wine and spirits.

(ii) 40% of Gross Receipts from Catering Alcohol Sales for all Events to include beer, wine and spirits.

3.2 Method of Payment.

(a) Contractor is responsible for payment to Operator by the 15th of each month for previous months receipts.

ARTICLE IV

PERFORMANCE OF THE CONTRACTOR

4.1 General Standards. The Contractor hereby represents, warrants, covenants and agrees that:

(a) Contractor will comply with all Legal Requirements. Contractor shall be responsible for any violations of Legal Requirements as a result of Contractor's and its Affiliates operations hereunder. In such connection, County and Operator specifically grant, on a non-exclusive basis, to Contractor, (i) the right to enforce all Legal Requirements relating to the sale and dispensing of alcoholic beverages and enforce all rules, regulations or orders of applicable Governmental Authorities, and (ii) the right, power and authority to take any and all actions

necessary to enable and to ensure compliance with all Legal Requirements concerning the sale and consumption of alcoholic beverages in the Facility. Notwithstanding anything else herein to the contrary, Contractor and Operator acknowledge that the licenses required to serve alcoholic beverages at the Facility, pursuant to Legal Requirements shall be the property of the Contractor. Operator shall cooperate with Contractor in the obtaining of any and all such licenses, including but not limited to, the obtaining of an interim licensed bar operator if and when required. In addition, Operator's event staff shall cooperate reasonably with Contractor, upon request of Contractor, in enforcing Contractor's policies and practices for the lawful and safe service and sale of alcoholic beverages, including the prevention of consumption of alcoholic beverages by minors.

(b) Operator shall cause any interim bar operator to agree to defend, indemnify and hold harmless the Contractor for any liability arising from the interim operation and to procure and maintain public liability (including coverage for liquor liability) and property damage insurance with a single combined limit of at least Five Million Dollars ($5,000,000.00) for bodily injury, death and property damage, which insurance shall name Contractor as an additional insured.

(c) Contractor shall keep complete and accurate inventory control records before and after each Event as well as Sales reports for each Event held at the Facility.

Swanson sets & we approve.

(d) Prices, portions, product selection, and specific brands in each instance shall be subject to Operator's prior written approval; provided that such approval is not unreasonably withheld or denied. Operator cannot require Contractor to sell specific brands of alcoholic beverages.

4.2 Personnel. Contractor shall at all times comply with the following requirements regarding its personnel and its staffing of personnel at the Facility:

(a) Contractor shall work with Operator to employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide the Services and otherwise comply with its obligations hereunder. The Contractor and Operator shall advise and instruct all personnel to enter upon and remain on the Facility's premises only during Events [illegible] a reasonable time prior to and subsequent to Events [illegible] purpose of exercising during Events, the rights and privileges herein provided. Contractor shall pay all applicable social security, unemployment, workers' compensation and other employment taxes related to such personnel.

(b) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin and/or disability.

4.3 Event Duties.

(a) With respect to any Concession Event, Contractor and Operator agree as follows:

(1) The Operator will provide the Contractor with written notice of any Concession Event (together with scheduled door opening times) at the Facility for which Concession Alcohol Services are required within a reasonable period of time but no less than three (3) business days prior to each Concession Event. Contractor shall provide Concession Alcohol Services to the Facility on the day of each Concession Event in the portion of the Facility being used for such Concession Event. Contractor and Operator shall participate in regularly scheduled meetings to review the upcoming scheduled Concession Events for the Facility and the Concession Services that are expected for each such Event.

ARTICLE V

INSURANCE, INDEMNITY AND LIABILITY MATTERS

5.1 Types of Insurance Coverage. Contractor shall obtain and maintain at its expense at least the following minimum insurance coverages (collectively, the "Policies") during the Term, which Policies will be written with insurers licensed to do business in the State of Texas:

(a) Comprehensive general liability (including premises operations liability inclusive of broad from contractual liability, bodily injury, and property damage, personal injury, products and competed operation, independent contractors, medical payments and liquor liability, with policy limits of $1,000,000 per occurrence.

(b) Workers' Compensation (including employer's liability) as required by applicable state and federal law.

(c) Business Automobile Liability, including owned, non-owned and hired and leased vehicles: $1,000,000 Each person; $1,000,000 each occurrence.

5.2 Policies/Certificates of Insurance.

(a) Contractor (either directly or as an Affiliate referred to on a policy) shall be the named insured under all of the Policies, and Operator and County each shall be an additional insured under the Policies, as their interests many appear, except the workers' compensation Policy. The Policies shall contain a provision covering the Contractor's indemnification liabilities to Operator and County.

(b) Contractor shall deliver to Operator prior to the commencement of the Term a certificate(s) of insurance confirming the existence or issuance of the polices and shall thereafter, upon request, deliver to Operator a certificate(s) of insurance evidencing renewal of such Policies. Each such Policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving sixty (60) days written notice thereof to Operator at 5115 IH South Beaumont, TX 77705 sent by certified mail, return receipt requested.

(c) Waiver of Rights of Recovery. Contractor hereby waives any and all rights of recovery it may hereafter have against Operator and the County for any injuries or losses sustained by, or damages caused to Contractor, its employees, property, or the property of others under Contractor's control, to the extent that such loss or damage is covered under the terms of the Policies. If Contractor decides not to maintain any such insurance, the waiver of Contractor hereunder shall apply with respect to the amount of insurance that a reasonable party, as a concessions operator at a public assembly facility would maintain. In addition, Contractor will notify its insurance company of the provisions of this Section 5.2(c) and ensure that any such insurance policies include provisions which incorporate the terms of this Section 5.2(c).

5.3 Indemnification.

(a) Contractor shall indemnify, defend, and hold harmless Operator, the County, and the Other Beneficiaries from and against any and all Losses arising from (i) the negligence of the officers, directors, employees, agents, and/or representatives of the Contractor, and/or (ii) the breach of any term, condition, representation, warranty, agreement, or covenant of this Agreement by Contractor and/or its officers, directors, employees, agents, or representatives.

(b) The provisions of Section 5.3(a) above shall survive the termination or expiration of this Agreement.

ARTICLE VI

DEFAULT AND REMEDIES

6.1 Operator Events of Default. Each of the following acts or omissions of Operator or occurrences shall constitute an "Operator Event of Default":

7.1 Relationship of Parties. The relationship created by this Agreement are those of independent contractor. Neither the provisions for the payment of the fees to Operator hereunder nor any other provision of this Agreement shall be construed in such a way as to constitute Contractor and Operator and/or County joint venturers or partners, to make Contractor the agent of Operator and/or County, to make Contractor a licensee or tenant of Operator and/or County or to make Contractor and/or County liable for the debts of Contractor. The provisions of this Agreement relating to fees based upon a percentage of receipts, and the allocation of fee to the various components of this Agreement, are included solely for the purpose of providing a method for measuring the payment of fees and consideration for granting of the various rights herein granted to Contractor. No officer, director, employee, agent, servant, representative, or independent contractor of Contractor shall at any time be deemed to be an officer, director, employee, servant, representative, agent or independent contractor of Operator and/or County for any purpose whatsoever. Contractor shall require all such persons to refrain from making any representation by word or act whereby it might be understood or believed that they are officers, directors, employees, servants, representatives, agents or independent contractors of Operator and/or County.

7.2. Entire Agreement. This Agreement contains the entire understanding between the parties and may not be modified except by written instrument executed by both parties hereto. No prior or contemporaneous oral or written agreements, bid solicitation, bid responses or other materials shall be binding on the parties.

7.3 Nature of Agreement. IN NO EVENT SHALL THIS AGREEMENT EVER BE CONSTRUED TO HAVE CREATED ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION FROM CONTRACTOR, OPERATOR OR COUNTY TO THE OTHER PARTIES AS TO THE ACTUAL RECEIPTS OR PROFITS WHICH THE PARTIES MAY DERIVE OR EXPECT TO DERIVE WITH RESPECT TO THE OPERATION OF THE AGREEMENT AND CONTRACTOR AND OPERATOR ACKNOWLEDGE THAT NO SUCH WARRANTY OR REPRESENTATION HAS IN FACT BEEN MADE BY CONTRACTOR, OPERATOR, COUNTY OR ANY OTHER PERSON, PARTY, FIRM OR CORPORATION.

7.4. Force Majeure. In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of God, strikes and/or lock-outs (except as provided in Section 4.2 hereof), other industrial disturbances, acts of the public enemy, laws, rules and regulations of Government Authorities, wars or warlike action (whether actual, impending or expected, and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, acts of terrorists or vandals, riots, epidemics, landslides, sinkholes; lightning, hurricanes, storms, floods, washouts, fire or other casualty, condemnation, earthquake, civil commotion, explosion, breakage or accident to equipment or machinery (the foregoing not intended to relieve Contractor from its repair, maintenance, and replacement obligations under this Agreement), any interruption of the Utility Systems, confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination, accident, repairs or other matter or condition beyond the reasonable control of either party (excluding, however, acts of contamination or adulteration whether from terrorist acts or otherwise with respect to the Contractor as described in Section 4.1(o) above and financial inability to perform) (collectively called "Force Majeure"), such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided that upon the removal of the Force Majeure the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

7.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Venue for any dispute arising hereunder shall lie exclusively in the federal and state courts situate in Jefferson County, Texas.

7.6 Partial Invalidity. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction the remaining terms and provisions of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall remain valid and be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as the date first written above.

OPERATOR:

SMG, a Pennsylvania general partnership, as agent for Jefferson County Texas, Owner of Ford Park

By: _____

Allan C. Vella
General Manager, Ford Park

CONTRACTOR: KWIK KAFE of TEXAS, INC. A subsidiary of Swanson Corporation

By: _____
Denson Hilton
President, Kwik Kafe of Texas, Inc.

APPENDIX E

Commercial Lease Agreement

COMMERCIAL LEASE

AGENDA ITEM NO 10

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

This Lease is entered into between Jefferson County, Texas, a political subdivision of the State of Texas, (COUNTY), and The Young Men's Business League of Beaumont, Texas, Inc, ("YMBL")

In consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration, COUNTY demises and leases to YMBL, and YMBL leases from COUNTY, the premises situated on that certain tract or parcel of land, together with all of the buildings and other improvements described in Exhibit "A" attached to this lease and made a part of this lease for all purposes, located in Beaumont, Jefferson County, Texas, and locally known as the Southeast Texas Entertainment Complex

ARTICLE I.
TERM
Term of Lease

1 01 The term of this lease is an annual, intermittent term of 30 consecutive days between the 20th day of September and the 10th day of November each year for 37 years, beginning on January 1, 2003, and ending on December 31, 2039, unless terminated sooner as provided in this lease YMBL shall notify COUNTY of the beginning and ending dates of the running of the South Texas State Fair as soon as the dates thereof for each year have been established by YMBL, but in no event later than twelve (12) months prior to the next year's South Texas State Fair

Option to Extend Term

1 02 YMBL may extend the term of this lease beyond the expiration date provided in § 1 01 on the following conditions

a YMBL is hereby granted the option to renew and extend this lease for an additional term agreeable by both parties following expiration hereof upon the terms and conditions herein established The extended term will begin on the day upon which the South Texas State Fair commences during the year, 2040

b YMBL may exercise the option to extend this lease by giving COUNTY notice of its intention to do so not later than 6 months before the primary lease term expires Notice of intention to exercise the option under this lease must, to be effective, be delivered to COUNTY as provided in § 9 01 no later than the latest date provided in this section for YMBL's exercising the option

Holdover

1 03 If YMBL holds over and continues in possession of the Premises after the lease term (or any extension of it) expires, other than as provided in § 1 02, YMBL will be considered to occupy the Premises on a month-to-month tenancy, subject to all the terms of this lease

ARTICLE II.

RENT

Minimum Rent

2 01 YMBL will pay rent, for the use of Premises, each year the greater of the minimum sum of $25,000 00, or fifty percent (50%) of the net revenue of the South Texas State Fair, over and above the sum of $550,491 00, which represents the largest net revenue from the South Texas State Fair before the execution of this contract In other words, YMBL will pay to COUNTY one half of the South Texas State Fair's net revenues above the sum of $550,491 00, but not less than a minimum rent amount of $25,000 00, and not more than a maximum rent amount of $150,000 00 Such maximum rent amount will be increased each year, following the first year of this contract, by adding to the maximum rent amount of $150,000 00, an amount of money equal to the percentage increase in the published consumer price index, for all urban consumers (CPI-U), of the index in the base year, the base year being the first year the South Texas State Fair is held on COUNTY's property under this contract, not to exceed an increase of three percent (3%) in any given year

BASE Year = 2004

a The minimum rent amount of $25,000 will be due and payable on November 15th immediately following each South Texas State Fair Payment of any remaining rent hereunder will be due and payable on March 15th immediately following each South Texas State Fair

b YMBL will receive dollar-to-dollar rent credit for all additional real property acquired by YMBL for COUNTY at any future date by agreement of both parties hereto

Statement of Gross Receipts

2 02 On or before the date set for paying the remaining rent in § 2 01, YMBL shall furnish to COUNTY a true and accurate statement, showing YMBL's net receipts from the preceding South Texas State Fair

2 03 COUNTY and its authorized representatives may examine the records of YMBL concerning YMBL's income from the South Texas State Fair midway rides, midway shows and parking at the YMBL's principal office during YMBL's regular business hours COUNTY will bear its own examination costs

2 04 YMBL and its authorized representatives may examine the records of COUNTY concerning COUNTY's income from activities on the Premises during the South Texas State Fair, during regular business hours at YMBL's own cost

ARTICLE III.
USE OF PREMISES

Permitted Use

3 01 YMBL may use the premises during the term of this lease and the dates specified in § 1 01 above for the purpose of conducting the South Texas State Fair Should YMBL fail to conduct the South Texas State Fair in any one year, COUNTY shall have the option, but not the duty, to cancel this Lease, upon giving to YMBL 180 days written notice YMBL shall have the right to terminate this lease upon the giving of 180 days written notice to COUNTY In the initial year of this lease, YMBL shall not be subject to cancellation if YMBL is prevented from presenting the South Texas State Fair on the Premises by reason of delay in construction or making the Premises ready for operation of the South Texas State Fair

Compliance With Laws

3 02 YMBL may not use or permit use of the Premises in any manner that results in waste of the Premises or constitutes a nuisance, or for any illegal purpose YMBL, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning its use of the Premises

3 03 YMBL reserves the right to enter into agreements with sponsors, contractors and vendors for the performance of services, such as for, but not limited to maintenance, waste removal, security and police protection, decorating and sponsorships

3 04 YMBL is granted the sole right to use all parking facilities and spaces of the Southeast Texas Entertainment Complex for parking during the days the South Texas State Fair is open to the public and to charge for the use of same YMBL will provide all traffic control in the immediate vicinity of the fairgrounds up to and including the park entrance gates COUNTY will make available to YMBL for the duration of the South Texas State Fair a minimum of 6,000 parking spaces COUNTY agrees to include in its contract with the party which will operate the R.V Park on the premises, an agreement that the R V Park will set aside and guarantee to YMBL a minimum of 150 R V parking spaces for use by YMBL and its contractors and vendors beginning one week prior to the start of the South Texas State Fair and continuing until one week after the South Texas State Fair's close YMBL must notify the contractor that operates the R V Park of the number of parking spaces needed for the YMBL at least six (6) months before the start of the South Texas State Fair

3 05 Subject to the following limitation, YMBL is granted the right to exclusively provide and conduct all concessions operated on the Premises during the South Texas State Fair This includes the exclusive right to sell all drinks, foods, souvenirs, clothing items and the like, and to collect the revenues from the sales thereof However, if COUNTY requests of YMBL leave to conduct concessions sales and YMBL approves and allows COUNTY, or its contract concessionaire, to conduct concessions sales on the premises during the South Texas State Fair, COUNTY's net revenues from concession sales will be paid to YMBL then added to the YMBL South Texas State Fair's net revenues and divided between COUNTY and YMBL in accordance with the formula set out in § 2 01 COUNTY's net revenues from activities in the Arena and Amphitheater will be treated in the same manner as concession sales revenues and be paid to YMBL then added to the total of YMBL South Texas State Fair's net revenues for division between YMBL and COUNTY

3 06 YMBL shall furnish all security and police protection within the Premises as deemed necessary by YMBL It is understood by the parties hereto that it is in the best interest of the YMBL to provide adequate security and police protection during the time of the South Texas State Fair

3 07 COUNTY will work with YMBL to design and construct an office building and a storage building at the Southeast Texas Entertainment Complex for use by YMBL as its principal office, meeting space and storage facility comparable to YMBL's current facilities in Beaumont's Fair Park. YMBL and its members will have unlimited access to the Premises and will have exclusive right to occupy and use the buildings year-round during the term of this agreement, including placement of exterior signage on the office building identifying it as the YMBL building YMBL's use of said buildings will be governed by a separate lease agreement between YMBL and the COUNTY The term of said lease will be for 37 years

ARTICLE IV.

NONCOMPETITION

Noncompetition by COUNTY

4 01 During the lease term (including any extension and for 90 days before the beginning of each year's South Texas State Fair), as long as YMBL complies with this lease, COUNTY may not permit the Premises or any other property it owns or controls and located within Jefferson County, Texas, to be used for operating any business substantially the same as the business YMBL operates on the Premises, namely any fair, carnival or exposition, unless it is conducted with the express agreement of YMBL

ARTICLE V.

MAINTENANCE AND SURRENDER

Maintenance by COUNTY

5 01 COUNTY will, at its own expense and risk, maintain all of the buildings, arenas, common areas, exposition halls, roofs, foundations, plumbing, heating, electrical and air-conditioning systems, fire-protection sprinkling systems, structural soundness of walls, parking lots; walkways surrounding the buildings, stairways and elevators, including but not limited to repairs and all necessary replacements of these items

5 02 If approved by COUNTY prior to being incurred, YMBL may deduct from the next rental installment any reasonable costs it incurs in improving, maintaining and repairing the Premises and such expenses shall in part satisfy YMBL's obligation under § 2 01 hereof and is not in addition thereto

ARTICLE VI.

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

6 01 COUNTY will consider proposals from YMBL for alterations, additions or improvements to the premises incident to or necessary to conduct the South Texas State Fair Alterations, additions or improvements of a permanent nature will be performed or supervised by COUNTY YMBL may also submit to COUNTY proposals for temporary non-structural alterations, additions or improvements After approval by COUNTY, which shall not be unreasonably withheld, YMBL may, at its sole expense, erect temporary non-structural alterations, additions or improvements, all of which shall be dismantled and removed by YMBL, such that the premises are surrendered to COUNTY at the conclusion of each year's South Texas State Fair in substantially the same condition they were in at the commencement of that year's occupancy of the Premises by YMBL, normal wear and tear excepted YMBL is granted the right to enter upon the Southeast Texas Entertainment Complex during each year of the lease to perform maintenance, improvements and repairs so long as the Complex is not actually being used for other activities by COUNTY

ARTICLE VII.

SIGNS

Signs

7 01 YMBL may erect temporary, removable signs and banners on any portion of the Premises during the South Texas State Fair, including but not limited to the exterior walls, subject to applicable statutes, ordinances, and zoning restrictions COUNTY will erect a permanent, prominent sign to designate the Premises as the home of the YMBL South Texas State Fair or the YMBL South Texas State Fairgrounds

ARTICLE VIII.

INSURANCE

Liability Insurance

8 01 YMBL shall, at its sole expense, provide and maintain in force during the lease term liability insurance in the amount of one million dollars ($1,000,000) The policy must cover COUNTY (but only as a result of owning the Premises) as well as YMBL and must be with one or more insurance companies authorized or admitted to transact business in Texas

ARTICLE IX.

MISCELLANEOUS

Notices and Addresses

9 01 All notices required under this lease may be given by the following methods

a By first class mail, addressed to the proper party, at the following addresses

COUNTY The County Commissioners Court of
Jefferson County, Texas
Jefferson County Courthouse
Post Office Box 4025
Beaumont, Texas 77701

YMBL The Young Men's Business League
of Beaumont, Texas, Inc
Post Office Box 3207
Beaumont, Texas 77704

a By fax transmission, to the proper party, at the following fax numbers

COUNTY (409) 839-2311

YMBL (409) 838-0402

Notices are effective when received Either party may change the address or fax number to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the provisions of this section

Parties Bound

9 02 This agreement binds, and inures to the benefit of, the parties to this lease and their respective legal representatives, successors, and assigns when this agreement permits

Texas Law to Apply

9 03 This agreement is to be construed under Texas law, and all obligations of the parties created by this lease are performable in Jefferson County, Texas

Legal Construction

9.04 If any one or more of the provisions in this agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision

Prior Agreements Superseded

9 05 This agreement constitutes the sole agreement of the parties and supercedes any prior understandings or written or oral agreements between the parties with respect to the subject matter

Amendment

9 06 No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties

Rights and Remedies Cumulative

9 07 The rights and remedies provided by this lease are cumulative, and the use by either party of any right or remedy will not preclude or waive its right to use any other remedy These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise

Attorney's Fees and Costs

9 08 If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this lease, the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the lease

Force Majeure

9 09 Neither COUNTY nor YMBL is required to perform any term or covenant in this lease as long as performance is delayed or prevented by force majeure, which includes act of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within COUNTY's or YMBL's control and that COUNTY or YMBL, by exercising due diligence and by paying money, cannot prevent or overcome, in whole or part

Time of Essence

9 10 Time is of the essence of this agreement The undersigned authorized representatives of COUNTY and YMBL execute this agreement on the 6th *day of* August, 2001, *at Beaumont, Jefferson County, Texas*

JEFFERSON COUNTY, TEXAS

By _____

Jefferson County Judge

ATTEST

By _____

County Clerk

THE YOUNG MEN'S BUSINESS LEAGUE OF BEAUMONT, TEXAS, INC

By _____

Its President

ATTEST

By _____

Secretary

Initial Initial

EXHIBIT "A"

The Southeast Texas Entertainment Complex is a 217-acre multifaceted regional entertainment facility intended to bring diverse family-oriented entertainment opportunities to the citizens of Southeast Texas. The facility is located just inside the Beaumont city limits on the south side of Interstate 10 at its intersection with Farm-to-Market Road 364 (Major Drive).

1. For purposes of the commercial lease between YMBL and COUNTY, the "Premises" shall include:

a **Midway and Fairgrounds:** A 9.2-acre midway with in-ground electrical and plumbing facilities installed An 9-acre multi-purpose fairgrounds containing a large main entrance off Interstate 10 with secondary entrances off Major Drive and Highway 124, well lighted drop-off/pick-up area where traffic does not enter the fairgrounds, parking lots, etc., grass and sidewalk area, multiple permanent toilet facilities, permanent concessions with direct access to the Amphitheater, Exhibit Hall and Barns. Also, access to the Infirmary, security offices and main offices in the Arena. Fairgrounds has 220 vendor/service parking area, 12,000 square feet storage building with drive-thru access.

b **Show Barns:** Three buildings with a total of 96,600 square feet of barn area. Show barn large enough to set up temporary 100' X 200'show arena with announcer platform and seating for approximately 1000 people. Each barn contains three wash racks, office space for check-in and storage, men and women's toilet facilities, 10' long countertop with hand sink and 20' deep concrete vehicle skirt at each end. Vehicle access on all 4 sides of each barn including a 700-space parking lot located directly to the east including 120-45' long pull-thru spaces and 35-65' long pull-thru truck spaces.

c. **Enclosed Barn:** A 20,000 square foot enclosed barn with loading dock, adjacent to arena

d. **Exhibition Hall:** A two-story 48,600 square foot exhibition hall with varying ceiling heights of 24 – 27ft Including 11,600 square feet of meeting space in 9 meeting rooms, full service business center, commercial kitchens, concession stands, toilet rooms and an administrative office suite. 11,400 square feet of lobby/pre-function space A 40-foot wide connection between Exhibition Hall and Arena floor.

e. **Public Park:** Approximately 35 acres of public park space to include 22 picnic shelters of various sizes, a one-mile jogging trail, playground, water feature with pier and bridge, connecting with direct access to other facilities in the complex

h. **Parking Areas:** All improved and unimproved areas deemed as parking spaces located throughout the 221 163 acre complex with controlled access and easy-in and easy-out drives

Initial Initial

i. **Amphitheater Plaza:** Plaza contains 70 permanent men's water closets, 88 permanent women's water closets and designated area for portable water closets; 4 permanent concession buildings and designated areas for portable concessions.

2. The following components of the facility are **not included** in the definition of "Premises" but are subject to the use provision of Section 4 below. These components are also *subject to provisions 2.04 and 3 05 contained in the Commercial Lease*

A **Recreational Vehicle Park:** A 180-space recreational vehicle park developed on the complex by a RV park operator including pull-through spaces to accommodate buses and large RV' s, meeting space and other amenities, with access to the park space.

B **Regional Visitors Center**: A 12,000 square foot visitor's center building with parking adjacent to the interstate containing interactive information displays on recreational opportunities in the region.

C. **Arena:** An Arena providing fixed seating for 6,500 spectators for Rodeo, Bull Riding and Horse show events. Fixed and moveable seating for 7,500 *spectators for ice hockey, ice capades, circus events, etc*

D. **Amphitheater:** A 15,000 seat Amphitheater with 6,200 fixed covered seats and 8,800 hillside (ground) seating The stage will accommodate all size acts. Service via eight-bay truck dock, six dressing rooms, kitchen/eating facilities for workers; private VIP club, box seating and corporate tent with permanent toilet facilities Parking for 6 tour buses, 2-limo parking spaces and 6 assistant parking spaces in fenced area Administrative/ticket office that breaks off leading into 2 plazas.

E **Softball Complex:** Twelve (12) 200' fence line, fast-pitch softball fields with built-in concession/toilet buildings covered bleacher areas and dugouts.

3. *The Premises will be constructed by* COUNTY *with advice and consent of* YMBL as to the layout, quality of construction, configuration and appearance of the premises especially as to the midway, arena, show barns, fairgrounds and the common areas adjacent to them. The parties hereto understand and agree that cooperation between COUNTY and YMBL in the construction of these facilities is crucial to YMBL's presentation of the South Texas State Fair. The failure of the parties hereto to agree upon the construction of the above-described facilities on the Premises will constitute grounds for recission and cancellation of this agreement by YMBL

4. During each South Texas State Fair, YMBL will have the exclusive right to determine whether COUNTY or any of its contractors may use the Amphitheater and Arena for any purpose including the presentation of shows or exhibitions of any sort, except that COUNTY retains the right to permit the use of the Arena for ice hockey practice sessions. COUNTY and its ice hockey contractor will consult with YMBL each year as to the possibility of scheduling ice hockey games, which could take place during the South Texas State Fair, if any.

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

BS Copy
SETEC
Contracts - YMBL

Copy to Comm. Alfred 9/3/02 as per P.S. SS

May 11, 2001

Judge Carl Griffith
Courthouse Delivery

Dear Judge,

On May 10, 2001, Keith Hawkes and I met with Chris Colletti, David Barris, and Paul Helegda of the YMBL in order to examine the financial statements of the YMBL. This examination was done for the purpose of verifying the stipulated sum of $550,491. The sum of $550,491 represents the largest net revenue from the South Texas State Fair according to the proposed contract. We were provided with an excerpt from the proposed contract documenting the language of Article II "Rent", pages 16-17 of the YMBL's audited financial statement, and a statement documenting the "Fairground Improvements Expenditure Schedule". We combined the "excess of revenues over expenses" of $681,820 from page 17 less the $131,328.73 from the "Fairground Improvements Expenditure Schedule" to arrive at the sum of $550,491. This limited procedure examination was done per verbal agreement between yourself and Mr. Colletti, to verify the $550,491. No other examination steps were performed.

Sincerely,

Patrick Swain
County Auditor

cc: Chris Colletti

Wathen,
DeShong
& Juncker,
L.L.P.
Certified Public Accountants

J.E. "Jed" Dollinger, CPA
Harold C. Graves, CPA
J. Pat O'Neill, III, CPA

Gary Rothenberger, Jr., CPA
Leonard N. Juncker, CPA
Lauren G. Brooks, CPA

January 23, 2001

INDEPENDENT AUDITORS' REPORT

To The Board Of Directors
Young Men's Business League of Beaumont, Texas, Inc.
Beaumont, Texas

We have audited the accompanying statements of financial position of Young Men's Business League of Beaumont, Texas, Inc., (YMBL) as of December 31, 2000 and 1999, and the related statements of activities, and cash flows for the years then ended. These financial statements are the responsibility of the YMBL's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Young Men's Business League of Beaumont, Texas, Inc., as of December 31, 2000 and 1999, and the changes in its net assets and its cash flows for the years then ended in conformity with generally accepted accounting principles.

Wathen DeShong & Juncker, L.L.P.
WATHEN DE SHONG & JUNCKER, L.L.P.
Certified Public Accountants

b. YMBL may exercise the option to extend this lease by giving COUNTY notice of its intention to do so not later than 6 months before the primary lease term expires. Notice of intention to exercise the option under this lease must, to be effective, be delivered to COUNTY as provided in § 9.01 no later than the latest date provided in this section for YMBL's exercising the option.

Holdover

1.03 If YMBL holds over and continues in possession of the Premises after the lease term (or any extension of it) expires; other than as provided in § 1.02, YMBL will be considered to occupy the Premises on a month-to-month tenancy, subject to all the terms of this lease.

ARTICLE II.

RENT

Minimum Rent

2.01 YMBL will pay rent, for the use of Premises, each year the greater of the minimum sum of $25,000.00, or fifty percent (50%) of the net revenue of the South Texas State Fair, over and above the sum of $550,491, which represents the largest net revenue from the South Texas State Fair before the execution of this contract. In other words, YMBL will pay to COUNTY one half of the South Texas State Fair's net revenues above the sum of $550,491.00, but not less than a minimum rent amount of $25,000.00, and not more than a maximum rent amount of $150,000.00. Such maximum rent amount will be increased each year, following the first year of this contract, by adding to the maximum rent amount of $150,000.00, an amount of money equal to the percentage increase in the published consumer price index of the index in the base year, the base year being the first year the South Texas State Fair is held on COUNTY's property under this contract, not to exceed an increase of three percent (3%) in any given year.

a. The minimum rent amount of $25,000 will be due and payable on November 15th immediately following each South Texas State Fair. Payment of any remaining rent hereunder will be due and payable on March 15th immediately following each South Texas State Fair.

b. YMBL will receive dollar-to-dollar rent credit for all additional real property acquired by YMBL for COUNTY at any future date by agreement of both parties hereto.

Statement of Gross Receipts

2.02 On or before the date set for paying the remaining rent in § 2.01, YMBL shall furnish to COUNTY a true and accurate statement, showing YMBL's net receipts from the preceding South Texas State Fair.

YOUNG MEN'S BUSINESS LEAGUE OF BEAUMONT, TEXAS, INC.

COMPARISON OF REVENUES AND EXPENSES TO BUDGET OF THE SOUTH TEXAS STATE FAIR

FOR THE YEARS ENDED DECEMBER 31, 2000 AND 1999

	2000		1999	
	Actual	Budget	Actual	Budget
REVENUES				
Admissions	$ 440,394	$ 474,100	$ 459,085	$ 481,800
Hames - rides, shows, contribution	430,930	424,500	446,177	414,200
Exhibits and concessions	247,372	254,180	233,886	252,405
Livestock and poultry shows	19,736	18,300	22,236	17,900
Miscellaneous	5,807	3,400	3,264	300
Sponsors	85,961	90,000	63,900	71,000
	1,230,200	1,264,480	1,228,548	1,237,605
EXPENSES				
Administrative				
Sales tax	4,614	4,600	4,586	5,400
Advertising	36,825	50,000	44,463	50,000
Carts	1,804	2,000	1,923	2,000
Catalogs	4,852	4,725	4,380	4,725
Committee expense	21,773	18,000	18,101	18,000
Committee trailers	11,389	11,375	11,939	11,325
Computer expense	-	500	2,090	-
Donations/Special Gifts	6,500	6,500	6,500	100
Drapes	13,599	13,500	10,765	13,500
Dumpsters	6,215	5,000	5,288	4,800
General expense	12,586	17,700	14,521	12,300
Insurance expense	19,788	20,000	19,120	15,000
Ladies' night	13,722	15,250	14,004	13,750
Maintenance crews	47,243	48,000	50,104	48,000
Maintenance	-	10,000	-	10,000
Meals	5,484	5,250	4,688	4,100
Office	7,098	6,900	6,139	7,410
Parking	14,189	12,000	11,291	12,000
Patio and opening ceremony	41,204	53,475	50,748	48,775
President's party	4,489	4,100	3,775	3,675
Public relations	975	1,200	1,095	700
Security - firemen	5,090	5,200	4,928	5,800
Security	104,802	110,000	108,245	110,000
Special days'	297	3,275	2,976	3,300
Sponsors	5,453	200	500	200
Travel and meetings	45,451	54,600	47,204	56,198
Utilities	16,495	14,000	12,979	21,000
Workers' expense	4,378	300	-	-
Workers' trailers	6,048	4,940	5,028	4,950
	462,363	502,590	467,380	487,008

YOUNG MEN'S BUSINESS LEAGUE OF BEAUMONT, TEXAS, INC.

COMPARISON OF REVENUES AND EXPENSES TO BUDGET OF THE SOUTH TEXAS STATE FAIR

FOR THE YEARS ENDED DECEMBER 31, 2000 AND 1999

	2000		1999	
	Actual	Budget	Actual	Budget
EXPENSES (CONTINUED)				
Personnel division				
Personnel refreshments	$ 2,853	$ 3,200	$ 3,369	$ 2,800
General	6,071	3,525	2,570	5,325
Meetings	1,291	1,375	1,368	725
Personnel carts	4,492	4,200	4,037	4,200
Office	638	600	422	550
	15,345	12,900	11,766	13,600
Exhibits and concessions				
Meetings	307	700	676	1,000
General	1,857	2,525	2,235	3,075
Revenue division/office	218	600	556	850
Carts	594	400	385	400
Health permits	2,200	2,400	2,200	2,400
Insurance	9,500	10,000	10,235	8,225
Refreshments	1,193	1,500	1,315	1,300
Photo contest	450	450	450	800
	16,319	18,575	18,052	18,050
Livestock and poultry				
Meetings	864	1,200	1,072	1,200
General	3,200	3,545	3,668	3,445
Refreshments	3,461	3,000	3,549	2,800
Office	2,450	2,000	1,984	2,000
Animal shows	29,078	36,900	34,768	35,800
Carts	1,122	600	579	800
Tools	2,095	600	938	575
Labor-barn	7,910	8,800	8,838	8,400
Children's barnyard	4,173	5,050	6,256	6,000
	54,353	61,695	61,652	61,020
Total expenses	548,380	595,760	558,850	579,678
EXCESS OF REVENUES OVER EXPENSES	$ 681,820	$ 668,720	$ 669,698	$ 657,927

YOUNG MEN'S BUSINESS LEAGUE

FAIRGROUND IMPROVEMENTS

EXPENDITURE SCHEDULE

YEAR	AMOUNT SPENT	REQUIRED BY CONTRACT	CREDIT TO FUTURE	CARRYOVER FROM PREVIOUS YEAR	TOTAL CARRYOVER
1993	$258,067.08	**$173,822.74**	$84,244.34	$131,876.00	$216,120.34
1994	$52,869.63	**$156,876.22**	($104,006.59)	$216,120.34	$112,113.75
1995	$321,592.00	**$123,161.85**	$198,430.15	$112,113.75	$310,543.90
1996	$212,840.66	**$189,617.85**	$23,222.81	$310,543.90	$333,766.71
1997	$111,006.26	**$174,138.85**	($63,132.59)	$333,766.71	$270,634.12
1998	$116,034.99	**$180,126.54**	($64,091.55)	$270,634.12	$206,542.57
1999	$19,496.47	**$124,375.28**	($104,878.81)	$206,542.57	$101,663.76
2000	$29,724.78	**$136,722.04**	($106,997.26)	$101,663.76	($5,333.50)
2001		**$131,328.73**			

CITY OF BEAUMONT CONTRACT REQUIREMENT

CALCULATION SCHEDULE

YEAR	REVENUE FROM RIDES & SHOWS	REQUIRED % X 45%	REQUIRED BY CONTRACT FOR FOLLOWING YEAR
1992	$386,272.75	45%	$173,822.74
1993	$348,613.82	45%	$156,876.22
1994	$273,693.00	45%	$123,161.85
1995	$421,373.00	45%	$189,617.85
1996	$386,975.23	45%	$174,138.85
1997	$400,281.20	45%	$180,126.54
1998	$276,389.50	45%	$124,375.28
1999	$303,826.75	45%	$136,722.04
2000	$291,841.63	45%	$131,328.73
2001			

YMBL Lease

TOM MANESS
CRIMINAL DISTRICT ATTORNEY
Jefferson County Courthouse
1001 Pearl Street-3rd Floor
Beaumont, Texas 77701-3545
(409) 835-8550
FAX: (409) 835-8573

ED SHETTLE
First Assistant
Criminal Division

TOM RUGG
First Assistant
Civil Division

May 1, 2003

Hon. Carl R. Griffith
Jefferson County Judge
(Courthouse Mail)

Commissioner Everette D. Alfred
Precinct Four
(Courthouse Mail)

Commissioner Jimmie Cokinos
Precinct One
(Courthouse Mail)

Commissioner Waymon Hallmark
Precinct Three
525 Lakeshore Drive
Port Arthur, Texas 77640

Commissioner Mark Domingue
Precinct Two
7759 Viterbo Road, Suite One
Beaumont, Texas 77705

Re: YMBL Lease
Southeast Texas Entertainment Complex

Gentlemen:

At the request of Judge Griffith we have reviewed the lease agreement between Jefferson County and the Young Men's Business League of Beaumont, Texas, Inc., (YMBL). This lease was approved and executed on August 6, 2001. We are reviewing a certified copy of the lease procured from the County Clerk on April 17, 2002. Prior to this time this office was not involved in the negotiations or preparation of this instrument.

At the outset we observe that it is tempting and often not difficult to criticize the work of others particularly after the development of events that could not have been known at the inception of the relationship. There are several aspects of this lease that we would have preferred to have been drafted with much more precision. There are at least two areas of the lease that are troublesome and bear on the nature of what is planned to be a long-term relationship.

The cardinal rule in the construction of a written contract is to determine and give effect, wherever possible, to the true intent of the parties. *Coker v. Coker,* 650 S.W.2d 391 (Tex. 1983). The intent of the parties is discovered primarily by reference to the written words of the lease. *Preston Ridge Financial Services v. Tyler*, 796 S.W.2d 772 (Tex.App. –Dallas, 1990 writ ref'd. n.r.e). No single provision taken alone will be given controlling effect; rather all provisions must be considered with reference to the whole instrument. *Coker* at 393. Whether a contract is ambiguous is a question of law and courts will look at the contract as a whole in light of the circumstances existing at the time of its execution to determine if a contract is ambiguous. *R & P Enterprises v. LaGuarta,* 596 S.W.2d 517 (Tex.Sup. 1980).

The Lease Term

This lease was to begin on January 1, 2003 and let the premises[1] for annual, intermittent terms of 30 consecutive days between September 20th and November 10th. YMBL is obligated to notify the county not later that 12 months prior to the next years fair of the "beginning and ending dates of the running of the South Texas State Fair". Paragraph 1.01. Our experience has been that the South Texas State Fair runs for a period of time considerably less than 30 days and it is not known (and cannot be determined from the lease) the actual beginning and ending dates of the 30-day period that is to comprise the time of the intermittent term. If this provision were held to be invalid then the lease itself would fail, as there cannot be a lease for an unknown, intermittent term. However, in the construction of ambiguous contract language courts will adopt a construction that will uphold the validity of the agreement if possible. *CMS v. Plumrose USA, Inc.*, 2003 Lexis 2339 (Tex.App. –Ft. Worth). We know that the parties must have contemplated a period of time necessary to prepare for the opening of the fair and a period of time necessary to close and clean the premises after the fair. It is reasonable to assume that the YMBL actually intends to notify the county of the dates of the beginning and ending of the fair *as well as* designate the beginning and ending dates of occupancy of the premises.

There is one other ambiguity concerning the term of the lease. Paragraph 3.01 provides, among other things, that "In the initial year of this lease, YMBL shall not be subject to cancellation if YMBL is prevented from presenting the South Texas State Fair on the Premises by reason of delay in construction or making the Premises ready for operation of the South Texas State Fair."[2] We will assume, without rendering an opinion, that the 2003 fair has been "prevented" at the Southeast Texas Entertainment Complex by reason of delay in construction.[3] The initial term of the lease is for 37 years beginning in 2003 and ending on 12/31/2039. Neither paragraph 3.01 nor the term provisions in paragraph 1.01 account for the difficulty created by the language above waiving the cancellation clause for the initial year. We cannot tell with any certainty if the parties intended to re-designate the beginning date of the lease to 1/1/2004 or, if not, whether then the obligation to pay rent is enforceable for the 2003 year. If the parties intended to move the beginning date of the lease to 2004 due to

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[1] See the "Premises" section, supra.

[2] We have no idea what the phrase "making the premises ready for operation of the South Texas State Fair" means. Apparently it is something other than "construction" since that is specifically mentioned but this phrase gives no hint to this reader of its probable meaning. Given that the construction apparently will not be timely completed this phrase becomes thankfully moot.

[3] We have been notified that the fair will not be held at the entertainment complex in 2003. We heard Monday during Commissioners' Court that the premises needed to be completed by October so that vendors could plan for 2004 since vendors can't plan from a drawing. There is nothing in the lease agreement to account for this YMBL "requirement".

construction delays (thus avoiding the question of 2003 lease payment obligations) then is the initial term to end on 12/31/2039 or to run for 37 years and ending 12/31/2040? For now the question appears to be academic since we consider it probable that no member of this court (and for sure this writer) will be in like positions of responsibility in 37 years. However, if this agreement is to be amended and clarified, and we believe it should be, this is one provision that ought to be addressed.

The Premises

It is not unusual to describe the premises to be demised in exhibit format. The parties chose to do so in this case. See lease exhibit "A". However, in addition to the description of the premises there are substantive terms and conditions of the lease in this exhibit. In at least one area the exhibit and lease conflict, though we suspect that to be the result of a typographical error.[4] Paragraph 3 of the exhibit provides:

"The Premises will be constructed by COUNTY with advice and consent of YMBL as to the layout, quality of construction, configuration and appearance of the premises especially as to the midway, arena, show barns, fairgrounds, and the common areas adjacent to them. . . . The failure of the parties hereto to agree upon the construction of the above-described facilities on the Premises will constitute grounds for recission (sic) and cancellation of this agreement by YMBL."

We are not aware that this provision has been utilized and believe that it has not. In any event it is incumbent on the County to secure the written acquiescence of the YMBL in the present condition of construction and their written approval of any changes in the construction plan that may affect the premises. We also caution that the right to rescission and cancellation is not exclusive and YMBL may possess other remedies at law and in equity should the County be found to be in violation of this provision.

Do we have a deal?

Paragraph 3.01 gives to the YMBL a right to cancel the lease on 180 days written notice to the County. The County does not enjoy a similar right unless the YMBL fails to hold its fair in any year, except 2003. YMBL may already have a right to cancellation and rescission due to the failure of the County to seek the advice and consent of the YMBL during the construction process.[5] This lease continues to be valid, we believe, if the YMBL continues to wish to avail itself of the premises. If not they possess the right to leave without penalty.

There are some other curious provisions in this agreement. For example, paragraph 2.01 (b) provides: "YMBL will receive dollar-to-dollar (sic) rent credit for all additional real property acquired by YMBL for COUNTY at any future date by agreement of both parties hereto". We cannot interpret this provision. Paragraph 3.07 says that the county "will work" with the YMBL to design and construct and office building and storage building at the entertainment complex and makes this subject to a separate lease agreement "for 37 years". We understand that the YMBL may now have other

---

[4] The RV area is included in the lease and excluded in the exhibit with a reference to 2.04 of the lease agreement. 2.04 does not deal with parking however 3.04 does. We assume that the reference in the exhibit to 2.04 was intended to be 3.04.

[5] We do note that the lease does not contain a customary non-waiver of remedy provision so the present existence of the remedy based on past failure may be called into question.

plans but we cannot tell if a failure to follow this provision (whatever that might require) would have a material effect on the remainder of the lease obligations or not. Would the failure to successfully negotiate this separate lease agreement constitute a breach of the fair lease or not? Who would be in breach of the fair lease if the office building, etc., lease could not be successfully negotiated? Can this provision be enforced by specific performance? Against both parties or only one?

It is our recommendation that the County and YMBL meet to resolve the numerous issues concerning this relationship and that an amended agreement be executed reflecting the resolution of this and other matters that might be addressed. The current agreement should be superceded in its entirety as a result of this process.

Sincerely,

Tom Rugg

Tom Rugg

Jefferson County
Commissioner Mark L. Domingue
JEFFERSON COUNTY, PRECINCT #2
7759 VITERBO ROAD STE. 1
BEAUMONT, TEXAS 77705
(409) 727-2173
(409) 722-1916 Fax

New File SETEC-YMBL B Land Lease

WORK SHEET

Sept. 6th, 2002

To: Commissioners Court
From: Mark Domingue
Subject: Proposed YMBL lease agreement (request for comments)

Issues regarding County's cost:

a. **County agrees to provide adequate electric lighting to illuminate the YMBL building, parking lots and walkways. What does it cost the taxpayers to provide this lighting (hardware, maintenance, and electricity)?**
b. **County will provide for trash and garbage removal from the leased property at least two times per week. Why should the taxpayers provide this service?**
c. **The County will pay all ad valorem taxes imposed by any govt. etc. Why should the taxpayers of Jefferson agree to pay these taxes?**

The bottom line with me, regarding these and other issues, is the justification for the taxpayers of Jefferson County to enter into an agreement by which the taxpayers will subsidize the operation of the YMBL.

Young Men's Business League
P.O. Box [illegible] • Beaumont, Texas 77704-3207
(409) [illegible]991 • Fax (409) 838-0402
www.ymbl.org

Copy Carl — What are your thoughts? CRG

GENERAL DIVISION:
South Texas State Fair
Championship Rodeo
Fair Buyers - Auction
Rodeo Barbeque
Rodeo Youth Day

MEMBERSHIP DIVISION:
Membership Drive
Workers Party
Saltwater Fishing Tournament
Golf Tournament
New Members Welcome

YOUTH DIVISION:
Babe Zaharias Relays
Volleyball Tournament
South Texas Shootout
Junior Golf Tournament
YMBL Invitational Relays

CIVIC DIVISION:
Ladies Night
Community Activities
VIP/Media Night
YMBL New Projects
Fairground Improvements

August 29, 2002

Honorable Carl Griffith
County Judge
Jefferson County Texas
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Re: Young Men's Business League Office Building at the Jefferson County Entertainment Complex

Dear Judge Griffith:

On behalf of the Young Men's Business League of Beaumont, Texas, Inc., I hereby enclose a proposed form of agreement to govern the use and occupancy of a new office building that is to be constructed and occupied by the Young Men's Business League at the Southeast Texas Entertainment Complex. This proposed agreement has been approved as to form by our board of directors, but has not yet been ratified by the board of directors as would be required for its execution.

This proposed agreement is contingent upon the terms and conditions detailed in our letter to you dated October 7, 1999.

If you have any questions concerning the matters set forth in this contract, we look forward to discussing them with you in the near future.

Yours truly,

Kent Fuller

Kent Fuller, President
Young Men's Business League
of Beaumont, Texas, Inc.

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

This Lease is entered into between Jefferson County, Texas, a political subdivision of the State of Texas, herein referred to as (COUNTY), and The Young Men's Business League of Beaumont, Texas, Inc., herein referred to as ("YMBL").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Article I.

Leased Property

COUNTY leases to YMBL that certain parcel of real estate, including the building thereon, consisting of approximately 10,000 square feet, which is a part of the Southeast Texas Entertainment Complex, City of Beaumont, Jefferson County, Texas, described as follows:

_____.

Article II.

Term

Term of Lease

The initial term of this lease is thirty-seven (37) years, beginning on January 1, 2003, and ending on December 31, 2039.

Option to Extend Term

YMBL is hereby granted an option to renew and extend this lease for an additional term of twenty (20) years under the same terms and conditions. This option shall be exercised by written notice given to the COUNTY at least 90 days prior to the end of the initial thirty-seven (37) year term. YMBL is also granted the option to renew and extend this lease for an additional renewal term of twenty (20) years beyond the first renewal term. YMBL shall have the right to terminate this lease upon the giving of 180 days written notice to COUNTY. Also, YMBL shall have the right to cancel this lease at any time if the Southeast Texas Entertainment Complex should cease all or a substantial part of its operations, or if the South Texas State Fair is no longer conducted at the Southeast Texas Entertainment Complex, or if the Southeast Texas Entertainment Complex is sold or transferred to another entity or party.

Should the Southeast Texas Entertainment Complex cease its operations or close down for any reason, ownership of the building described in Article IV below will revert to and be owned by YMBL. Any transfer of this lease by COUNTY to another party or entity will be subject to and subordinate to all of YMBL's rights hereunder.

Holdover

If YMBL holds over and continues in possession of the Premises after the lease term (or any extension of it) expires, YMBL will be considered to occupy the Premises on a month-to-month tenancy, subject to all the terms of this lease.

Article III.

Rent

The total rent for the initial term of this lease is Fifty-Nine-Thousand-Two-Hundred Dollars ($59,200.00), which shall be paid in equal annual installments of Sixteen-Hundred Dollars ($1,600.00) per year for the initial term thirty-seven (37) years of the lease, with each annual lease payment of Sixteen-Hundred dollars ($1,600.00) being due on or before January 31st of each year.

Article IV.

Building Construction

YMBL will construct a building on the premises suitable for its use as its office building. The building will contain approximately 7,000 square feet. YMBL will have the right to place exterior signage on the office building prominently identifying it as the YMBL building.

YMBL shall have unlimited access to adequate free parking spaces and facilities for use by its staff and its members year round. Such parking facilities will be adjoined to the building to be built as described in this Article.

Additionally, YMBL may, at its option, finish out and use a portion of the premises described in Article I as dedicated parking spaces solely for the YMBL building. COUNTY agrees to provide adequate electric lighting to illuminate YMBL's building, the adjacent parking lot and all walkways to YMBL's building.

COUNTY will have the sole responsibility for promptly maintaining and repairing all of the parking facilities and walkways made available to YMBL under this lease for use by its staff and members.

COUNTY agrees that it will construct at its expense a storage building containing 12,000 square feet, more or less, for the sole use and occupancy by YMBL for storage of YMBL's equipment and fixtures, which shall be at no extra charge to YMBL.

All utilities connections will be provided by COUNTY to YMBL's building, including connections and meters for gas, water, electricity, telephone and sanitary sewer.

Article V.

Use of Premises

The premises are to be used for the purpose of operating all of YMBL's activities. YMBL and its members shall have unlimited access to the premises and the building and will have exclusive right to occupy and use the building and parking year-round during the term of this agreement. At all times COUNTY will ensure YMBL's right to quiet enjoyment and full use of the lease premises.

COUNTY will provide for trash and garbage removal from the leased premises at least two times per week.

YMBL will pay and discharge, to the extent such are payable by YMBL, all taxes of any kind imposed by any government on YMBL's personal property kept on or about the premises.

COUNTY will pay and discharge, to the extent such are payable, all ad valorem taxes imposed on the premises leased hereunder, including the YMBL building, by any government on the real property leased to YMBL under this lease.

Article VI.

Maintenance by YMBL

YMBL will, at all times during the lease and at its own cost and expense, maintain in a good and safe condition the building and any improvements, additions, and alterations thereto, on the demised premises.

Article VII.

INSURANCE

Property and Liability Insurance

YMBL will obtain broad form fire and extended coverage insurance on the building and it's contents with one or more insurance companies authorized or admitted to transact business in Texas. YMBL will also obtain Public Liability Insurance covering operations hazards with one or more insurance

companies authorized or admitted to transact business in Texas with COUNTY as an additional named insured in the sums of One-Million Dollars ($1,000,000) per individual, Two-Million Dollars ($2,000,000) per occurrence. A copy of the original policies will be provided to County. All claims for insurance benefits will be paid by the insuror to YMBL for replacement of its property and repair or replacement of the premises.

ARTICLE VIII.

MISCELLANEOUS

Notices and Addresses

All notices required under this lease may be given by the following methods:

a. By first class mail, addressed to the proper party, at the following addresses:

COUNTY: The County Commissioners Court
of Jefferson County, Texas
Jefferson County Courthouse
Post Office Box 4025
Beaumont, Texas 77701

YMBL: The Young Men's Business League
of Beaumont, Texas, Inc.
Post Office Box 3207
Beaumont, Texas 77704

b. By fax transmission, to the proper party, at the following fax numbers:

COUNTY: (409) 839-2311

YMBL: (409) 838-0402

Notices are effective when received. Either party may change the address or fax number to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the provisions of this section.

Parties Bound

This agreement binds, and inures to the benefit of, the parties to this lease and their respective legal representatives, successors, and assigns.

Texas Law to Apply

This agreement is to be construed under Texas law, and all obligations of the parties created by this lease are performable in Jefferson County, Texas.

Legal Construction

If any one or more of the provisions in this agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

Prior Agreements Superseded

This agreement constitutes the sole agreement of the parties and supercedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

Amendment

No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative, and the use by either party of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Attorney's Fees and Costs

If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this lease, the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

Force Majeure

Neither COUNTY nor YMBL is required to perform any term or covenant in this lease as long as performance is delayed or prevented by force majeure, which includes act of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within COUNTY's or YMBL's control and that COUNTY or YMBL, by exercising due diligence and by paying money, cannot prevent or overcome, in whole or part.

Time of Essence

Time is of the essence of this agreement. The undersigned authorized representatives of COUNTY and YMBL execute this agreement on the _____ day of _____, _____, at Beaumont, Jefferson County, Texas.

JEFFERSON COUNTY, TEXAS

By: _____
Jefferson County Judge

ATTEST:

By: _____
County Clerk

THE YOUNG MEN'S BUSINESS LEAGUE OF BEAUMONT, TEXAS, INC.

By: _____
Its President

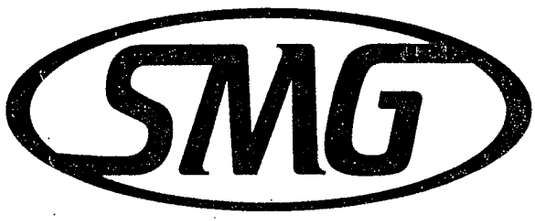
ATTEST:

By: _____
Secretary

APPENDIX F

LAND LEASE AGREEMENTS

File: SETEC Contracts
SET Baseball Academy



An SMG Managed Facility

JEFFERSON COUNTY ENTERTAINMENT COMPLEX

USE LICENSE AGREEMENT

BY AND BETWEEN

SMG AND MORGAN WALKER

DATED AUGUST 29, 2002

FIELD USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "**Agreement**") is dated as of the 28th day of August, 2002, by and between SMG, a Pennsylvania general partnership, with an address at 701 Market Street, 4th Floor, Philadelphia, PA 19106 ("**SMG**"), and Southeast Texas Baseball/Softball Academy,, whose current address is 7340 Hidden Valley, Beaumont, TX. 77708 (the "**Licensee**").

BACKGROUND

SMG is a party to a certain management agreement (the "**Management Agreement**") dated as of April 1, 2002, with Jefferson County, Texas, (the "**Owner**"), whereby SMG has been retained to act as Owner's managing agent in respect of a facility commonly known as **SOUTHEAST TEXAS ENTERTAINMENT COMPLEX,** (the "**Facility**"), located in Jefferson County, Texas, which is owned by Owner. Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Pursuant to the Management Agreement, SMG has the express authority to enter into agreements on Owner's behalf relating to the use of the Facility. Accordingly, SMG, as agent for Owner, desires to grant to Licensee, and Licensee hereby accepts from SMG, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

(a) SMG hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the "**Authorized Areas**"), including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an "**Event**"). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end-time of the last Event listed on Exhibit A hereto (the "**Expiration Time**") and, as such, Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from SMG prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent an amount equal to the sum of SMG's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by SMG to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

(c) Licensee acknowledges that, in connection with SMG's management and operation of the Facility, SMG utilizes the services of certain third-party independent contractors (the "**Third-Party Contractors**"). Licensee hereby agrees that SMG shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

(d) Licensee acknowledges that the Facility is one component of a planned complex that includes, without limitation, an arena, an exhibit hall, an RV park, an amphitheatre, a visitors center, agriculture barns and festival grounds (such other non-Facility areas are collectively referred to herein as the "**Complex**"). Licensee further acknowledges that SMG will use reasonable efforts to minimize for Licensee any inconvenience or disturbance which may result from the operation, construction, expansion, renovation, and/or other use of the complex, to the extent that the foregoing activities are within SMG's reasonable control. Licensee hereby agrees to hold SMG, Owner, and their respective officers, directors, agents, and employees harmless from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "**Losses**") arising out of any of the foregoing activities occurring at the Complex.]

2. Purpose.

(a) The Facility is to be used solely for the purpose of USSSA Boys Labor Day Tournament. Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "**Losses**") occurring at the Facility (whether within or without an Authorized Area) caused to SMG, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "**Laws**") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, or (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 14(m) hereof (relating to intellectual property matters), Section 15 hereof (relating to the Civil Rights Act), and Section 16 hereof (relating to the Americans with Disabilities Act).

(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with SMG's General Rules and Regulations, including fire and safety rules as required by SMG and/or local fire regulations, as such may exist from time to time. Without limiting the foregoing, Licensee shall obtain prior written approval from SMG's General Manager at the Facility for any pyrotechnic displays which Licensee anticipates may be performed at the Facility during the term of this Agreement. Licensee agrees that it will not allow any officer, agent, employee, licensee or invitee at, in or about the Facility who shall, upon reasonable, non-discriminatory grounds, be objected to by SMG and such person's right to use the Facility may be revoked immediately by SMG.

3. Condition of Facility.

(a) Licensee acknowledges that Licensee has inspected the Facility, and that Licensee is satisfied with and has accepted the Facility in its present condition.

(b) SMG shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by SMG to accomplish the foregoing, said failure resulting from circumstances beyond the control of SMLG, shall not be considered a breach of this Agreement by SMG, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of SMG. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of SMG, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of the Owner.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth on Exhibit A.

5. License Fee. In consideration of the grant of the license in Section 1 above, Licensee shall pay to SMG a license fee of FIFTEEN HUNDRED DOLLARS ($1,500). This signed agreement along with the Licensee Fee are due not later than Friday, August 30, 2002 at ,noon.

6. Payment Terms.

(a) License Fee. The License Fee shall be paid by Licensee as provided in Exhibit B attached hereto.

(b) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to SMG a late charge of 1.5% per month on the unpaid balance.

(c) Security for Payment. In order to ensure the payment to SMG of the License Fee and any other amounts as may accrue from time to time under this Agreement, Licensee shall deliver into the custody of SMG, at least one (0) days prior to the Event, a check payable to SMG in the amount of ($0). Should Licensee fail to pay the License Fee due to SMG in accordance with the terms of this Agreement, then SMG may apply the proceeds of said check or other security in settlement thereof. The remedy provided under this Section 6(d) shall be non-exclusive and shall be in addition to any other remedy available to SMG in this Agreement or in law or equity.

7. Taxes. SMG shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

8. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to SMG not less than ten (10) days prior to the commencement of this Agreement and shall keep in force at all times during the term of this Agreement:

(i) a comprehensive general liability insurance policy in form acceptable to SMG, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars ($1,000,000) for bodily injury and One Million Dollars ($1,000,000) for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants legal liability activities or issues related to the Event hereunder: sporting events, rap concerts, performers, volunteers, animals, off-premise activities, and fireworks or other pyrotechnical devices;

(ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to SMG for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, SMG, or otherwise, with a combined single limit of not less than One Million Dollars ($1,000,000) (including an extension of hired and non-owned coverage); and

(iii) applicable workers compensation insurance for Licensee's employees, as required by applicable law.

(b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(i) SMG and Owner shall be named as additional insureds thereunder. Not less than ten (10) days prior to the event, Licensee shall deliver to SMG certificates of insurance evidencing the existence thereof, all in such form as SMG may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of SMG, Risk Management Director, 701 Market Street, 4th Floor, Philadelphia, PA, 19106, and **Jefferson County, Texas.**" If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to SMG at least ten (10__) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iii) The coverage limits on such policies shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

(iv) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.

(c) The terms of all insurance policies referred to in this Section 10 shall preclude subrogation claims against SMG and Owner and their respective officers, directors, employees, and agents.

9. Indemnification.

(a) Licensee shall indemnify, defend, and hold harmless SMG, Owner, and their respective officers, directors, agents, and employees from and against any and all Losses arising from (i) the matters described in Section 1(e)(iii) hereof, (ii) the matters described in Section 2(b) hereof, and/or (iii) personal or bodily injury to or death of persons or damage to the property of SMG or Owner to the extent caused by the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees.

(b) The provisions set forth in subparagraph (a) above shall survive termination of this Agreement.

10. Default, Termination and Other Remedies.

(a) Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Reimbursable Service Expenses) when the same are required to be paid hereunder or (B) to provide the security required under Section 6(d) hereof by the date when due, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or (iii) Licensee makes a general assignment for the benefit of creditors, (iv) Licensee causes or permits any waste or damage to be done to the Facility, or any part thereof, (v) Licensee is adjudicated bankrupt or an involuntary petition in bankruptcy is filed against it or any of its properties is seized upon levy or execution, or (vi) a dispute occurs between Licensee and its employees or between Licensee and any union or group of

employees by reason of the union affiliation or lack or union affiliation of persons employed by Licensee or any one with whom Licensee contracts. SMG shall be in default under this Agreement if SMG fails to perform or fulfill any term, covenant, or condition contained in this Agreement and SMG fails to commence a cure thereof within five (5) business days after SMG has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then SMG may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

(b) Termination. Upon a default pursuant to Section 12(a) hereof, the nonbreaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, SMG may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by SMG for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

(c) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, SMG shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(d) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to SMG by reason of this Agreement are unique and that SMG may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore SMG, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility.

11. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

(c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

12. Covenants. Licensee hereby covenants as follows:

(a) Licensee shall not occupy or use the Facility except as provided in this Agreement.

(b) Licensee shall comply with all legal requirements which arise in respect of the Facility and the use and occupation thereof.

(c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "**Hazardous Material**" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

(d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of SMG.

(e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of SMG. If approval is granted by SMG, then all monies received from such broadcast will be considered as broadcast revenues for the purpose of determining the Broadcast Fee due to SMG.

(f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility except upon prior written permission of SMG.

(g) Licensee shall not operate any equipment or materials belonging to SMG without the prior written approval of SMG.

(h) Licensee, its officers, directors, employees, agents, members, or other representatives shall not "scalp" tickets for an Event, to the extent applicable. Licensee and its representatives shall provide assistance to SMG in its efforts to control and prevent such ticket "scalping".

(i) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.

(j) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by SMG pursuant to a certain Fastpitch Softball Field General Policies, a copy of which has been provided to Licensee and the terms of which are incorporated by reference herein.

(k) Licensee shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of SMG.

(m) With respect to any Event at the Facility, Licensee shall comply fully with any and all federal, state, foreign, local, and municipal intellectual property statutes, laws, regulations, ordinances, rules, constitutional provisions, common laws, and rights of others in any copyrights or other intellectual property rights applicable to Licensee's activities at the Facility, including, without limitation, compliance with any licenses for the use of musical works and other matters protected by intellectual property rights of others. Specified rent does not include copyright, royalty or intellectual property fees payable to third parties. Licensee specifically takes responsibility for reporting and remittance of such fees to appropriate licensing agencies, including but not limited to ASCAP, BMI, or SESAC. Licensee shall indemnify, defend and hold Operator and all other Indemnitees designated in Paragraph of this Agreement harmless from any liability, claims or costs, including attorney's fees, arising from the use of any such protected materials or such claims of infringement or violation of the rights of the owner.

(n) Licensee is permitted to engage in the sale and/or distribution of food and/or beverages at the Facility. The Licensee will split the gross receipts with SMG with 75% going to the Licensee and 25% going to SMG. This provision does not apply to any future events. Licensee is permitted the use of the Softball Complex concession stand for said food and beverage sales. Licensee is responsible to clean, maintain and keep the concession stand area in its original condition, normal wear and tear excepted. Any and all damages caused to the concessions area by the Licensee are the sole responsibility of the Licensee.

13. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

14. Americans With Disabilities Act. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended ("**ADA**"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any violations of the ADA that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

15. Construction of this Agreement

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of Jefferson County, Texas, without giving effect to the conflict of law principles thereof.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of SMG and Licensee with respect to the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of SMG, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

(g) Independent Contractor; No Partnership. SMG and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, SMG or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

16. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of SMG

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to SMG:
SMG
JEFFERSON COUNTY COURTHOUSE
1149 PEARL ST., 4TH FLOOR
BEAUMONT, TEXAS 77704
Attention: General Manager

with a copy to:
SMG
Independence Center
701 Market Street, 4th Floor
Philadelphia, PA 19106
Attention: Director of Risk Management

If to Licensee:
_____
_____
_____
_____
Attention:_____

(d) Non-Exclusive Use. SMG shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

(e) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of SMG, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, SMG is hereby released by Licensee from any damage so caused thereby.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

SMG, as agent for Jefferson County, Texas, owner of Jefferson County Entertainment Complex

By: _____

Name: F. Roger Newton

Title: General Manager

SOUTHEAST TEXAS BASEBALL/SOFTBALL ACADEMY

By: _____

Name: Morgan Walker

Title: President of Tyler/Walker Enterprises L.L.P.

EXHIBIT A TO USE LICENSE AGREEMENT

Authorized Area	Day	Date	Time of Use	Purpose
Softball Complex, Fields 1-8	Friday-Sunday	August 30-September 1,2002	8 am-11 pm	USSSA Boys Labor Day Tournament

EXHIBIT B TO USE LICENSE AGREEMENT
JEFFERSON COUNTY ENTERTAINMENT COMPLEX

1. Payment of License Fee.

(a) Fixed License Fee: The fixed License Fee set forth in Section 5(a) above shall be paid in accordance with the following schedule:

Percentage Payable	Payment Due Date
100%	Upon signing this Use License Agreement

THE STATE OF TEXAS	§	**BASEBALL/SOFTBALL ACADEMY**
	§	**DEVELOPMENT**
COUNTY OF JEFFERSON	§	**LAND LEASE AGREEMENT**

This is a Lease Agreement, made as of _____, by and between Jefferson County, Texas, a political subdivision of the State of Texas (herein called "LESSOR") and Southeast Texas Baseball/Softball Academy, L L P (herein called "LESSEE"), being a Texas limited liability partnership authorized to do business in Jefferson County, Texas

SECTION 1 LETTING

1 01 Premises LESSOR is the owner and operator of the Southeast Texas Regional Entertainment Complex ("Complex") LESSOR hereby lets to LESSEE and LESSEE hereby leases from LESSOR the tract of land described as Southeast Texas Baseball/Softball Academy in Exhibit "A" attached, containing 10,068 sq ft , more or less, located at the Complex, together with the right to use and enjoy all improvements thereon, whether existing or constructed or to be constructed are referred to herein as the "premises"

SECTION 2 COMMENCEMENT AND TERM OF LEASE

2 01 Effective Date The effective date of this Lease shall be on the date the LESSEE commences construction but not later than November 1, 2001

2 02 Term The initial term of this Lease shall be for a period of 240 calendar months (20 years), plus the partial month, if any, following the commencement of the term unless sooner terminated or extended by virtue of a provision herein The term shall begin eight months from the effective date of this Lease

2 03 Option Term LESSEE shall have the option to extend the term of this Lease for two additional 60-month (5-year) terms following the initial term Rental during any optional term shall be calculated pursuant to the terms of Section 3 03

SECTION 3 RENTALS

3 01 Base Rent As rent for the demised premises and the LESSEE's right and privileges hereunder, the LESSEE agrees to pay to the LESSOR the sum of $6,000 00 per year during the initial term of this Lease, and subject to provision of 3 03, which rental shall be paid in monthly installments, in advance on the first day of each month, in a sum equal to 1/12 of such annual base rent Rental installments not paid by the tenth (10th) day of the month in which due shall bear interest at the highest rate allowed by law from the date it is due until paid

3 02 Commencement of Rent Rental payments as provided above shall be payable on but not before the commencement date of the Lease as determined in Section 2 02 hereof

3 03 Adjustment of Rent In January, beginning on January 1, 2008, the rent set forth in subsection 3 01 of above shall be adjusted by applying to the rent the applicable during past preceding five-year period, the percentage of increase or decrease in the Consumer Price Index published by the Bureau of Labor Statistics, U S Department of Labor for "all items" for Houston, Texas (or other applicable U S Departments should the Department of Labor discontinue the same), provided, however, that any rent increase under this provision shall not exceed a 10% increase of the then existing base rent Additional adjustments shall occur for each successive five (5) year period thereafter Such amount will be calculated by the Jefferson County Auditor

SECTION 4 CONSTRUCTION

4 01 Plans and Specifications Attached hereto as Exhibit "B" is a schematic of the improvements that LESSEE proposes to build on the premises Prior to any construction, plans and specifications are to be submitted to LESSOR for approval, which approval shall not be

unreasonably withheld

4 02 Indemnity LESSEE shall include in all construction contracts entered into by it, in connection with any or all of the construction work, a provision requiring the contractor and any subcontractor to indemnify, hold harmless, defend and insure Jefferson County, its officials, agents and employees against the risk of death, injury, or damage to persons or property, arising out of or in connection with the performance of any or all such construction work LESSEE shall require the contractor to furnish liability insurance including contractual indemnity coverage in an amount not less than the maximum dollar amount of recovery permitted against a county by the Texas Tort Claims Act as it now exists or may be hereafter amended

4 03 Workmanship The LESSEE further covenants that all construction work to be performed by it or its contractor, including all workmanship or materials shall be of first class quality

4 04 Utility Connections LESSEE, at its own expense, shall construct utility connections such as it may desire from utility lines or pipelines in existence on the Complex property or from outside the Complex, following existing roads or easements, unless express authority for deviation from existing roads or easements is given to it by the Commissioners' Court The deviation authority and additional easements will be granted by LESSOR, if needed by the LESSEE to achieve economy or convenience If other property is subsequently leased by LESSOR to other tenants in the vicinity who choose to extend existing utility lines provided by this LESSEE to other property so leased, the subsequent tenants shall have the right to do so at their sole cost and expense, but LESSOR covenants that it will require each subsequent tenant, as a condition to the extension of the utility lines, to pay to present LESSEE a pro rata share of the original cost of extending utilities from present utility lines to the premises

However, the right of any subsequent tenant to extend utility lines is further conditioned that the extension will not impair the capability and capacity of the line as used by the present LESSEE

4 05 Certificate of Completion When the construction hereinabove provided for has been completed, the LESSEE shall, within a reasonable time thereafter, deliver to the LESSOR a certificate of LESSEE's architect that the construction has been completed in compliance with all laws, ordinances and governmental rules, regulations and orders

4 06 Proof of Payment All improvements shall be free and clear of all mechanics' and other liens and from liability arising from the construction of said improvements, and LESSEE shall, upon demand, furnish to LESSOR full and satisfactory evidence in writing of the area of such improvements, the actual cost of such improvements and of the payment therefor, the value of such improvements immediately after construction, and that said improvements are free and clear of all mechanics' and other liens and from liability thereto arising from the construction

SECTION 5 USE OF PREMISES

5 01 Refuse and Trash No refuse or trash shall be kept, stored or allowed to accumulate on the demised premises LESSEE shall provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling and disposal from the premises of all trash, garbage and other refuse which results from tenants' business operations, including receptacles for the deposit of such trash, garbage and other refuse

5 02 Outside Storage Prohibited Storage of vehicles, equipment, supplies or any other items outside of the building(s) is prohibited For the purpose of this provision, the term "storage" shall mean the placing of vehicles, equipment, supplies or any other items outside the building and which vehicles, equipment, supplies or any other items do not serve as an actual day-to-

day business function

5 03 Permitted Uses The LESSEE shall have the privilege of using, subject to the terms and conditions herein, the premises for the operation of a commercial baseball/softball academy, including all services normally connected therewith, including a concession counter to service the academy LESSEE may not use the premises for any other purpose without the prior written consent of LESSOR

5 04 Illegal Use Prohibited LESSEE shall not use or permit the use of the premises in any manner that results in waste of the premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose

SECTION 6 TITLE

6 01 Representations as to Use and Zoning LESSOR makes no warranty or representation of any kind concerning the condition of the leased premises or its fitness for the use intended by LESSEE, or of its zoning, and hereby disclaims any personal knowledge with respect to these matters, it being expressly understood by the parties to this Lease that LESSEE has personally inspected the leased premises, knows its condition, finds it fit for its intended use, accepts it AS IS, and has ascertained that it can, under existing ordinances, be used for the purposes set forth in and limited by this Lease LESSEE expressly understands and agrees that with respect to the leased premises there are no express or implied warranties, and ALL WARRANTIES ARE EXCLUDED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF QUALITY, MERCHANTABILITY, AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE

6 02 Lessee's Estate Title to all improvements constructed by LESSEE shall vest and remain in LESSEE during the original term of this Lease and LESSEE shall be entitled to any and all

investment tax credits generated by reason of construction, installation, and operations on the premises Subject to the rights of LESSEE's mortgage (as provided in subsection 6 03 and elsewhere herein) and to LESSEE's right of reimbursement to the extent set out in subsection 13 02, title to improvements shall pass to and vest in the LESSOR upon the effective date of a cancellation or termination of this Lease LESSEE shall have the right at any time prior to or subsequent to the construction of improvements to mortgage its leasehold estate in the premises and the improvements, and to assign its interest in this Lease to any mortgage who shall have advanced funds to the LESSEE under any loan, the proceeds of which have been used for the construction of the improvements or to refinance loans for the construction of improvements Any mortgagee claiming under the LESSEE shall have the rights and privileges hereinafter set forth

6 03 Lessee's Mortgage In the event LESSEE shall mortgage the leasehold estate and the improvements or assign this Lease to any mortgagee who shall have advanced funds for the purposes described in the preceding subsection 6 02, such mortgagee may give written notice of its mortgagee's interest to the LESSOR at LESSOR's address shown herein Thereafter, LESSOR, prior to taking any action to cancel or terminate the Lease, shall give to the mortgagee the same notices that are required to be given to the LESSEE prior to cancellation or termination, and if no notice is required to be given to the LESSEE, then a written notice to the mortgagee shall be given of the event or events which are alleged to be the basis of the right to cancel or terminate The mortgagee shall have the right (a) to cure the default of the LESSEE, and (b) at its election, to foreclose its lien or security interest in the leasehold estate and improvements and this Lease and to sell such leasehold estate and improvements (and LESSEE's interest in this Lease) at public or private sale, whereupon the purchaser shall

succeed to all rights of the LESSEE hereunder The mortgagee shall be accorded a reasonable period of time in which to cure the default, taking into account the nature of the LESSEE's default, and a reasonable period of time in which to effect foreclosure, taking into account the statutory requirements for foreclosure of its lien or security interest Further, if LESSEE shall default under the terms of its mortgage, the mortgagee shall likewise have the rights and power of foreclosure and sale as are set out in the preceding portions of this subsection 6 03 The LESSOR agrees to execute such documents as may be requested by the LESSEE or the LESSEE's mortgagee to provide LESSEE with the ability to meet requirements for obtaining secured financing, provided that such documents do not render LESSOR liable for the payment of LESSEE's indebtedness or encumber LESSOR's remainder interest

SECTION 7 INSURANCE

7 01 Insurance on Buildings and Improvements At all times during the term of this Lease, LESSEE shall keep all buildings and other improvements located or being constructed on the leased premises insured against loss or damage by fire and other hazards in a Texas All-Risk form, with extended coverage and special extended coverage endorsement and loss by flood (if required by LESSOR) and the insurance shall be carried by insurance companies authorized to transact business in Texas, selected by LESSEE and approved by LESSOR The insurance shall be paid for by LESSEE and shall be in amounts not less than 80% of the replacement cost of the buildings and other improvements (or in the case of flood insurance, the maximum amount available if 80% of replacement cost exceeds said maximum) The hazard insurance policy providing coverage hereunder shall name both LESSOR and LESSEE as the named insureds, as their interest may appear All insurance proceeds shall be paid to

LESSOR and held by LESSOR to be disbursed in accordance with the later provisions of this Lease

7 02 Liability Insurance At all times during the term of this Lease, including the construction phase, LESSEE, or its contractors or subcontractors, shall provide and keep in force and effect, liability insurance covering LESSOR and LESSEE for liability for property damage and personal injury This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by LESSEE and approved by LESSOR, and the premiums shall be paid for by LESSEE This insurance shall protect LESSOR and LESSEE against liability to any employees and servants of LESSEE and to any other person or persons whose property damage or personal injury arises out of or in connection with LESSEE's occupation, use, or condition of the leased premises as defined in § 1 01 above

The insurance policies shall provide coverage as follows

(1) Worker's Compensation Insurance
   (a) Amount - Statutory
   (b) Employer's Liability $500,000/$500,000/$500,000

(2) General Liability - $500,000 combined single limit for bodily injury and property damage - Each occurrence
   $1,000,000 General aggregate
   $1,000,000 Products completed operations aggregate
   $ 500,000 Personal and advertising liability
   $ 50,000 Fire damage (any one fire)
   $ 5,000 Medical expense (any one person)

   Policy must be an "occurrence" policy on ISO 1986 form or its equivalent, without any restrictions or deletions of coverage, and this must be indicated on the certificate of insurance

   If policy is other than on ISO 1986 form, it must be on an "occurrence" form and provide the following coverages which are so indicated on the certificate of insurance

   1 - Operations Liability
   2 - Products and/or Completed Operations Coverage

3 - Blanket X, C, U Coverage
4 - Broad Form Blanket Contractual Coverage
5 - Broad Form Property Damage
6 - Include the Broad Form General Liability Endorsement

(3) Waiver of Subrogation Endorsement waiving subrogation in favor of LESSOR and its subsidiaries, affiliates, employees, officers, directors, consulting engineers, attorneys and agents, on Workers' Compensation, General Liability, Automobile, Liquor Liability (if any) and Umbrella policies Must be noted on certificate of insurance in force

(4) Additional Insured Endorsement of General Liability, Automobile, Liquor Liability (if any) and Umbrella policies naming LESSOR, its employees, officers, commissioners, directors, consulting engineers, attorneys and agents as additional insureds Additional insureds must be identified as such on the certificate of insurance The insurance afforded the additional insured is primary insurance If the additional insured has other insurance which is applicable to the loss, it will be excess or contingent basis The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance

(5) Detail of LESSOR, its Independent Contractor, or Subcontractor Standard Coverage Where this standard coverage is greater or broader than that required above, the above stated coverages and limits are not deemed to be a limitation on or a limit of liability and are not a representation by LESSOR that the above insurance is all that should be obtained nor that said insurance is sufficient to protect LESSOR, or its independent contractors or subcontractors

In addition, there will be furnished, by LESSEE's contractor, to LESSOR, an Owner's Protective Liability Policy naming LESSOR as insured in an amount not less than Bodily Injury $500,000 each occurrence, $1,000,000 aggregate, and property damage $100,000 each occurrence, $100,000 aggregate, and insuring liability due to the use of premises upon which this contract is performed as well as liability due to operations performed by Contractor and the general supervision of same

7 03 Failure to Maintain Insurance If at any time during the term of this Lease, the LESSEE fails to maintain the aforesaid insurance, the LESSOR shall be entitled, at its option, to obtain any or all such insurance In such event, the LESSOR shall be reimbursed by the LESSEE for all costs and expenses associated with obtaining such insurance upon thirty (30) days written notice from the LESSOR to the LESSEE

7 04 Completed Operations and Contractual Liability The General Liability and Umbrella policies of insurance so required by this paragraph shall include completed operations insurance and contractual liability insurance covering LESSEE's and contractor's indemnity obligations as hereinafter provided

7 05 Insurance Policies to Provide Waiver of Rights LESSOR and LESSEE intend that all policies purchased in accordance with this Lease Agreement will protect LESSOR, LESSEE, and all other persons or entities listed as insureds or as additional insureds in such policies, or certificates of insurance, and will provide primary coverage for all losses and damages caused by the perils covered thereby All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers shall not have rights or recovery against any of the insureds or additional insureds named in the policies

7 06 Certificates of Insurance LESSEE and its contractor shall deliver to LESSOR, upon the execution of this Lease Agreement, with copies to each other insured or additional insured identified herein, certificates of insurance (and other evidence of insurance requested by LESSOR or any named insured or additional insured) which LESSEE or the Contractor is required to purchase and maintain in accordance with this agreement Such certificates of insurance shall each provide that LESSOR be provided with at least thirty (30) days written notice prior to any cancellation, non-renewal, or material modification of any of the insurance coverage described therein LESSEE shall provide additional certificates of insurance as set out above from time to time so that at all times while this Lease Agreement is in effect LESSEE shall have in LESSEE's possession an insurance certificate or certificates complying with the terms of this subsection 7 06 indicating that the insurance coverages required by this Lease Agreement are in full force and effect If required by the documents evidencing or

securing any leasehold mortgage permitted hereunder creating any lien or liens on the leasehold interest of LESSEE hereunder, the insurance policy or policies providing hazard insurance coverage under subsection 7 01 above shall name the Leasehold Mortgagee (as such term is hereinafter defined) holding such leasehold mortgage as loss payee in a standard noncontributory mortgagee's clause In addition, LESSEE shall carry any additional insurance coverage which may at any time or from time to time be required by applicable law At any time and from time to time, the LESSOR may request that LESSEE provide LESSOR certified copies of any of the insurance policies providing insurance required to be provided by LESSEE under this Lease Agreement, and LESSEE shall provide the same to LESSOR within twenty (20) days after such request, each such certification shall be by the insurance company issuing such policy and shall state that such policy is a true and correct copy of the original policy

7 07 Waiver of Subrogation Anything in this Lease to the contrary notwithstanding, the parties hereto hereby waive to the extent permitted by their respective insurance carriers and to the extent of any insurance proceeds received by such parties, any and all rights of recovery, claims, actions, or causes of action, against each other, their agents, officers, directors, partners, and employees, for any loss or damage that may occur to the leased premises, or any improvements thereto, or personal injury or death of any person by reason of fire, the elements, or other origin, including negligence of the parties hereto, their agents, officers, directors, partners and employees, provided, however, that nothing contained herein shall reduce, limit or affect the liability of LESSEE under the indemnity contained in subsection 8 01 hereof

SECTION 8 INDEMNIFICATION

8 01 THE PARTIES CONTEMPLATE THAT LESSEE, ITS SERVANTS, AGENTS, EMPLOYEES, INVITEES, LICENSEES OR INDEPENDENT CONTRACTORS SHALL FROM TIME TO TIME ENTER THE LEASED PREMISES AND, AS A PART OF THE CONSIDERATION HEREOF, IT IS AGREED THAT SUCH ENTRY OR ENTRIES SHALL BE AT THE SOLE RISK OF LESSEE, AND LESSEE AGREES TO AND DOES HEREBY EXPRESSLY ASSUME ALL RISK ASSOCIATED WITH THE USE OF THE LEASED PREMISES (INCLUDING ENTRY INTO ACTIVITIES ON AND EXIT FROM THE LEASED PREMISES) AND ASSUMES ALL LEGAL DUTIES AND LIABILITIES OF LESSOR AS THE OWNER OF THE LEASED PREMISES, REGARDLESS OF CONDITION OR CAUSE, WITH RESPECT TO ITS SERVANTS, AGENTS, EMPLOYEES, INVITEES, LICENSEES AND INDEPENDENT CONTRACTORS

FOR GOOD AND VALUABLE CONSIDERATION, LESSEE AGREES TO PROTECT, INDEMNIFY, SAVE, AND HOLD HARMLESS LESSOR AND ITS ELECTED OFFICIALS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, JUDGES, COMMISSIONERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND AFFILIATES (COLLECTIVELY THE "INDEMNIFIED PARTIES" AND INDIVIDUALLY THE "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF DISCOVERY AND INVESTIGATION (THE "LIABILITIES") ARISING OR RESULTING IN ANY MANNER, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, (i) FROM THE CONDUCT OR LESSEE'S OPERATIONS, (ii) FROM ANY WORK, CONSTRUCTION, REPAIRS, MAINTENANCE, OTHER ACTION OR OMISSION, DONE OR SUFFERED TO BE DONE ON OR ABOUT THE LEASED PREMISES, BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR OTHERS, (iii) FROM ANY CONDITION OF OR DEFECT IN THE LEASED PREMISES OR IN ANY IMPROVEMENTS, EQUIPMENT, VEHICLES OR PIPELINES NOW OR HEREAFTER LOCATED THEREON OR THEREUNDER, REGARDLESS OF WHETHER HIDDEN OR OBVIOUS, OR DISCLOSED OR UNDISCLOSED BY ANY INDEMNIFIED PARTY, (iv) FROM ANY BREACH OR DEFAULT ON THE PART OF LESSEE IN THE PERFORMANCE OF ANY COVENANT OR AGREEMENT UNDER THE TERMS OF THIS LEASE, WHETHER OR NOT ACTED UPON OR WAIVED BY ANY INDEMNIFIED PARTY, (v) FROM DAMAGES TO OR CLAIMS OF DAMAGE BY LESSOR DUE TO ANY ACTIVITY, OR (vi) FROM ANY VIOLATION OF OR FAILURE TO SATISFY ANY LEGAL REQUIREMENT RELATED TO LESSEE'S OPERATIONS (COLLECTIVELY THE "INDEMNIFIED MATTERS")

LESSEE'S INDEMNITY SHALL APPLY TO ALL LIABILITIES FROM THE INDEMNIFIED MATTERS EVEN IF RESULTING FROM OR CAUSED BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OF AN INDEMNIFIED PARTY HOWEVER, ANY LIABILITIES RESULTING SOLELY FROM THE GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY ARE SPECIFICALLY EXCLUDED FROM SUCH INDEMNITY

FOR PURPOSES OF THESE INDEMNITIES, THE LIABILITIES SHALL BE DEEMED TO INCLUDE ACTUAL AND CONSEQUENTIAL DAMAGES, FINES AND PENALTIES OF ANY KIND

THE INDEMNIFIED PARTIES SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PARTICIPATE IN THE DEFENSE OF ANY CLAIM OR LITIGATION WITH ATTORNEYS OF THEIR CHOICE IN CASE ANY ACTION OR PROCEEDING BE BROUGHT AGAINST AN INDEMNIFIED PARTY, LESSEE, UPON NOTICE FROM THE INDEMNIFIED PARTY, COVENANTS TO RESIST OR DEFEND SUCH ACTION OR PROCEEDING BY COUNSEL REASONABLY SATISFACTORY TO THE INDEMNIFIED PARTY AN INDEMNIFIED PARTY MAY EMPLOY ITS OWN COUNSEL AND LESSEE SHALL PAY THE INDEMNIFIED PARTY THE COST THEREOF THE COVENANTS BY LESSEE TO INDEMNIFY THE INDEMNIFIED PARTIES PROVIDED IN THIS CONTRACT SHALL SURVIVE THE TERMINATION OF THIS CONTRACT WITH RESPECT TO ANY LIABILITIES, REGARDLESS OF WHETHER ASSERTED PRIOR TO OR FOLLOWING TERMINATION AND BASED UPON, ARISING FROM OR TRACEABLE TO (IN WHOLE OR IN PART) ANY OF THE INDEMNIFIED MATTERS DESCRIBED ABOVE

THE TERMS OF THIS AGREEMENT SHALL NOT IN ANY WAY LIMIT ANY RIGHTS THE INDEMNIFIED PARTY MAY HAVE AGAINST LESSEE UNDER ANY LAW, WHETHER IN EFFECT AT THE TIME OF EXECUTION OR CREATED OR RECOGNIZED AFTER SUCH DATE

SECTION 9 GOVERNMENTAL AND OTHER REQUIREMENTS

9 01 Licenses The LESSEE shall procure from all governmental authorities having jurisdiction of the operations of the LESSEE hereunder, all licenses, franchises, certificates, permits of other authorizations as may be necessary for the conduct of its operations LESSOR will cooperate with LESSEE in this endeavor

9 02 Lessor's Remainder Interest The LESSEE agrees that it shall not enter into any contracts of a type which would permit a lien or liens to become attached to the remainder interest of Jefferson County, or suffer or permit a lien or liens to be imposed or attached to the leasehold interest, provided, LESSEE shall have the right, upon posting security satisfactory to the

County, to contest the amount or legality of any lien attached to or levied against the leasehold interest

9 03 Non-Discrimination The LESSEE assures that it will undertake an affirmative action program as required by 14 Code of Federal Regulations (CFR) Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart The LESSEE assures that it will require that its covered suborganizations provide assurance to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect

SECTION 10 MAINTENANCE AND REPAIRS

10 01 Lessee's Maintenance Obligations LESSEE shall at all times keep in a clean orderly condition and appearance the premises and improvements thereon, equipment and personal property LESSEE shall maintain, repair, replace and paint all or any part of the improvements on the premises including therein, without limitations thereto, walls, partitions, floors, ceiling, columns, windows, doors, glass of every kind, fixtures, systems for the furnishing of a fire alarm, fire protection, sprinkler, sewage, drainage and telephone service, including lines, pipes, mains, wires, conduits, and other equipment connected with or appurtenant to all such systems at its own expense as necessary LESSOR shall have the right to enter upon the premises at reasonable times, in a manner which does not materially interrupt LESSEE's business, for the purpose of inspection, to determine LESSEE's

compliance with LESSEE's obligation under this Section 10

10 02 Enforcement Rights If LESSEE fails to perform its obligations under subsection 10 01, LESSOR shall have the right to give written notice to the LESSEE specifying the deficiencies in maintenance If within 30 days after receipt of such notice, LESSEE does not make arrangements for the curing of such deficiencies in maintenance, LESSOR shall have the right to enter the premises and perform the necessary maintenance, the cost of which shall be borne by the LESSEE

SECTION 11 UTILITIES

11 01 LESSEE shall pay all costs and charges for utility services requested by and furnished to the LESSEE during the term hereof LESSEE shall, however, have the right to connect to any and all storm and sanitary sewers and water and utility outlets located on or adjoining property of the LESSOR The LESSEE shall pay for all cost and expense attendant to such connections, but no charge shall be assessed by the LESSOR for the right to make such connections

SECTION 12 INGRESS AND EGRESS

12 01 LESSEE and approved sublessee, and their contractors, suppliers of materials and furnishers of services, and employees and invitees, shall have the right of ingress and egress between the premises and the public rights-of-way outside the Complex by means of existing access roads, the same to be used in common with others having rights of passage within the Complex, provided that the Complex may from time to time substitute other means of ingress and egress which shall be reasonably equivalent to the means now provided The use of such roadways shall be subject to reasonable rules and regulations established by the Complex

SECTION 13 CANCELLATION BY LESSEE

13 01 Lessee's Right to Cancel This Lease shall be subject to cancellation, at the option of LESSEE, upon default of LESSOR in the performance of any covenant or agreement herein required to be performed by LESSOR and the failure of LESSOR to remedy such default for a period of thirty (30) days after receipt from LESSEE of written notice to remedy the same LESSEE may exercise its right of cancellation by written notice to LESSOR at any time after the lapse of the applicable periods of time This Lease shall then terminate as of the termination date specified by LESSOR in such notice

13 02 Amounts Payable Upon Cancellation by Lessee In the event this Lease is canceled by LESSEE pursuant to LESSEE's rights under this Section 13, rental due shall be payable only to the date of termination, and the LESSOR shall pay to LESSEE liquidated damages computed as follows

(a) The liquidated damages shall be the cost of the fixed improvements less 2% of the cost for each year or partial year elapsed since the substantial completion of the improvements

(b) For the purpose of subsection (a), adjusted book value shall be the actual cost of the improvements placed, from time to time, on the demised premises, less depreciation computed on a 20-year, straight line basis With respect to original improvements, depreciation shall commence on the date LESSEE certifies to LESSOR that such improvements have been completed in accordance with plans and specifications As to improvements thereafter constructed by LESSEE, depreciation, for this purpose, shall commence on the date that LESSEE certifies to LESSOR that such subsequently constructed improvements have been completed

(c) Actual construction cost shall be approved in writing by the LESSOR within 15 days after submission by the LESSEE

Upon payment by LESSOR to LESSEE of liquidated damages, as computed above, LESSEE shall have no further estate in the improvements and LESSOR shall have the exclusive right thereto

13 03 Lessee's Option to Remove In lieu of liquidated damages provided in subsection 13 02 hereof, LESSEE may, at its option, remove the improvements If LESSEE removes the improvements, the premium of 2% per year of unexpired term shall be payable by LESSEE to LESSOR

SECTION 14 CANCELLATION BY LESSOR

14 01 Events of Cancellation This Lease shall be subject to cancellation at the option of the LESSOR upon occurrence of any of the following events

(a) Failure of LESSEE to pay rent as herein provided within thirty (30) days after LESSOR shall have given LESSEE written notice of such default

(b) The permanent abandonment of the premises by the LESSEE

(c) Default by LESSEE in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by the LESSEE, if such default continues, without a good faith attempt by LESSEE to remedy the default, for a period of thirty (30) days after receipt of written notice from LESSOR specifying the default

(d) Any other event specifically named in this Lease which affords LESSOR the right to cancel

14 02 Method of Cancellation LESSOR may exercise such right to cancellation by written notice to LESSEE at any time after the lapse of the applicable periods of time and this Lease shall terminate as of the termination date specified by LESSOR in such notice

14 03 Lessor's Rights Upon Cancellation In the event LESSOR cancels this Lease, all rental due hereunder to the date of termination shall be payable by the LESSEE to the LESSOR, and the LESSOR, at its option, may take possession of the premises, as well as all improvements, buildings and fixtures constructed or installed by LESSEE on the leased premises, subject to Mortgagee's rights

SECTION 15 ATTORNEY'S FEES

15 01 In any action brought by either party against the other for enforcement of the terms of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to such other relief as may be awarded

SECTION 16 COMPLEX EXPANSION AND RELOCATION

16 01 Complex Expansion In the event LESSOR requires the premises for expansion or development of the Complex, LESSOR reserves the right, upon six (6) months' written notice to LESSEE, to relocate or replace LESSEE's improvements in substantially the same form acceptable to the LESSEE at another comparable location on the Complex acceptable to the LESSEE The replacement facility shall be completed prior to relocation so that there is no interruption of LESSEE's business operation

16 02 Option in Event of Relocation In the event a relocation of improvements is required by the LESSEE under subsection 16 01 above, LESSEE shall have the option, in lieu of accepting such relocated premises, to cancel this Lease prior to the commencement of construction of relocation facilities, in which event LESSEE shall be entitled to the liquidated damages

provided in subsection 13 02

SECTION 17 ASSIGNMENT OR SUBLEASE

17 01 LESSEE shall not assign this Lease or sublet all or any portion of the premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld However, LESSOR's consent shall not be required for any (a) assignment of subletting to an affiliate or subsidiary of the LESSEE, or (b) the assignment or subletting to any mortgagee or to a purchaser from any mortgagee at foreclosure

SECTION 18 MISCELLANEOUS

18 01 Other Instruments Upon request of either party, the LESSOR and the LESSEE will execute a recordable short form lease evidencing that the premises have been demised to the LESSEE and a recordable instrument evidencing the term of this Lease and its commencement date shall have been determined

18 02 Paragraph Headings The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Lease

18 03 Notices Notices to LESSOR provided for herein shall be sufficient if sent by Registered or Certified Mail, postage prepaid, addressed to

Jefferson County Judge
Jefferson County Courthouse, 4th Floor
1149 Pearl Street
Beaumont, Texas 77701

and notices to said LESSEE, if sent by Registered or Certified Mail, postage prepaid, addressed to

Southeast Texas Baseball/Softball Academy, L L P
Attn Morgan Walker
7340 Hidden Valley
Beaumont, Texas 77708-1217

and notices to MORTGAGEE, if sent by Registered or Certified Mail, postage prepaid, addressed to

Hibernia Bank, Beaumont
Attn Pierce Harrington
510 Park Street
Beaumont, Texas 77701

and to such other addresses as the parties may designate to each other in writing from time to time

18 04 Successors and Assigns All of the terms, covenants and agreements herein contained shall be binding upon and shall insure to the benefit of successors and assigns of the respective parties hereto

18 05 Termination of Lease This Lease shall terminate at the end of the full term hereof Upon such termination, LESSEE shall have no further right or interest in any of the land hereby demised or in any of the improvements thereon

18 06 Available Tax Exemptions LESSOR authorizes LESSEE to obtain all available tax credits and exemptions including, but not limited to, sales tax exemption for purchase of materials LESSOR agrees to cooperate and allow LESSEE to obtain sales and use tax exemption LESSOR agrees that, prior to using LESSOR's name for sales and use tax exemption, it will obtain appropriate authorization from the Comptroller of the State of Texas

EXECUTED in triplicate originals as of the date first above written

LESSOR

JEFFERSON COUNTY, TEXAS

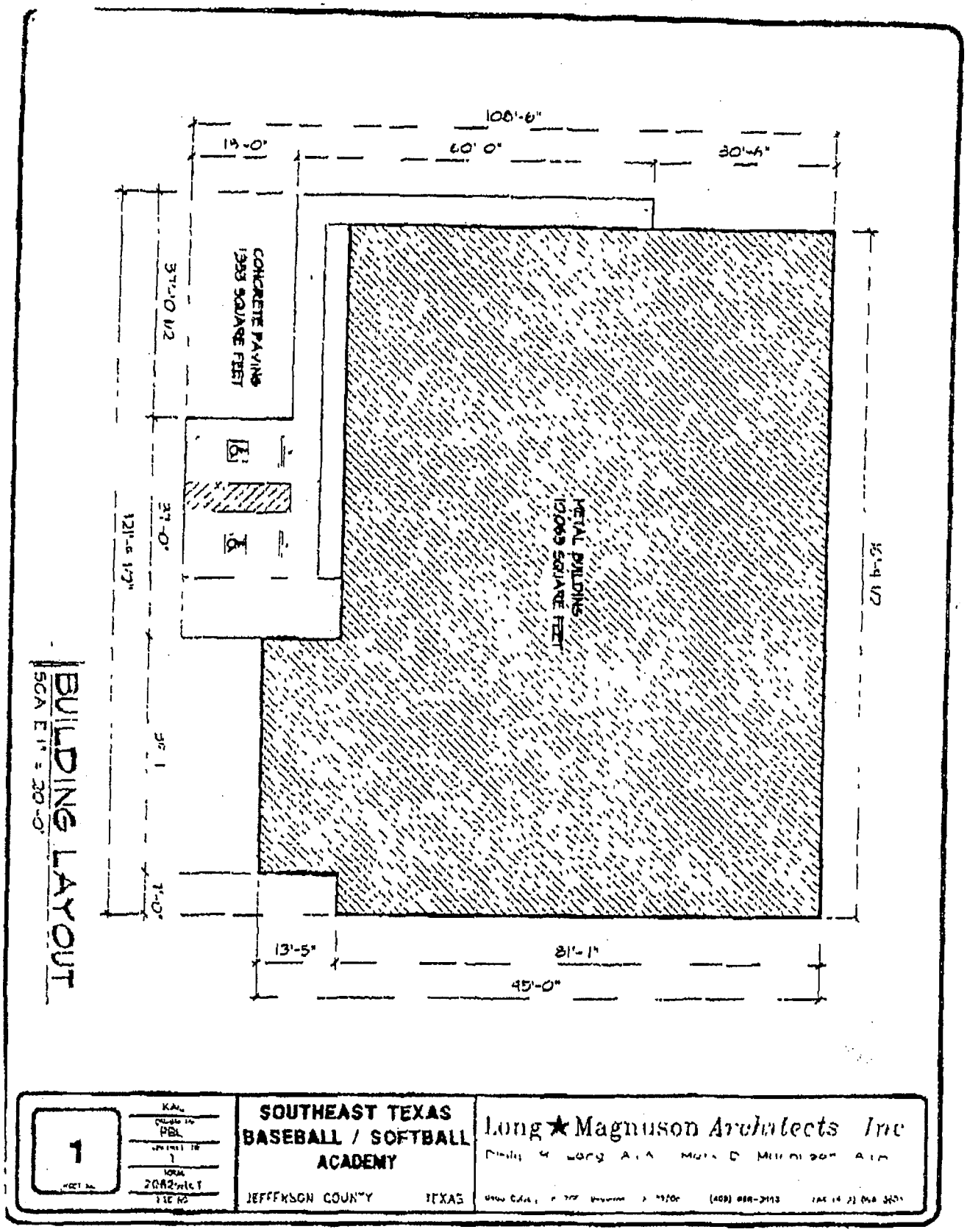
By _____
CARL R GRIFFITH, JR ,
COUNTY JUDGE

LESSEE

SOUTHEAST TEXAS BASEBALL/SOFTBALL ACADEMY, L L P

By TYNER/WALKER ENTERPRISES, INC ,
Its General Partner

By _____
MORGAN WALKER
PRESIDENT


108'-6"
19'-0"
60' 0"
30'-6"
CONCRETE PAVING
1353 SQUARE FEET
METAL BUILDING
10069 SQUARE FEET
37'-0 1/2
37'-0"
121'-6 1/2"
16'-4 1/2
7'-0"
13'-5"
81'-1"
45'-0"
BUILDING LAYOUT
SCALE 1" = 20'-0"
1
SOUTHEAST TEXAS
BASEBALL / SOFTBALL
ACADEMY
JEFFERSON COUNTY TEXAS
Long ★ Magnuson Architects Inc

COMMERCIAL PACKAGE POLICY

GENERAL LIABILITY COVERAGES	LIMITS
COMMERCIAL GENERAL LIABILITY	$1,000,000
PRODUCTS\COMPLETED OPERATIONS AGGREGATE	$1,000,000
PERSONAL & ADVERTISING INJURY	$1,000,000.
ADDITIONAL INSURED	$1,000,000
EACH OCCURRENCE	$1,000,000
FIRE DAMAGE *(ANY ONE FIRE)*	$ 300,000
MEDICAL PAYMENTS *(ANY ONE PERSON)*	$ 5,000.
PARTICIPANT LEGAL LIABILITY	$1,000,000.
EXCESS PARTICIPANT ACCIDENT - $100 DEDUCTIBLE	$ 25,000

Premium Basis: # of Participants: 1,909

Definition of Participant: The term Participant shall include player(s), coaches, managers, staff members, team workers, officials, cheerleaders, media personnel, "VIP's" and other personnel who have been granted proper authorization to enter restricted areas. The restricted areas shall include those areas which are occupied by players and to which access by the general public is restricted or prohibited

Notable Exclusions: Nuclear Energy, Asbestos, Bodily Injury to Employees, Player vs Player Claims, Fireworks, Employment Related Practices, Sexual Abuse & Molestation

PROPERTY SECTION COVERAGES	LIMITS
PHYSICAL ADDRESS TO BE DETERMINED	
BEAUMONT, TEXAS	
BUILDING	$245,000.00
BUSINESS PERSONAL PROPERTY	$ 80,000 00
BUSINESS INCOME WITH EXTRA EXPENSE	$ 60,000.00

Deductible: $ 1,000. Per Occurrence except, 72 Hours for Business Income

Coverage: "Direct Physical Loss" Subject To Policy Limitations & Exclusions
80% Co-Insurance Applicable to Building & Personal Property and
50% Co-Insurance Applicable to Business Income
Replacement Cost Valuation Applies

(Cont)

Terms &
Conditions: Minimum Earned Premium - $3,500
Coverage is contingent upon receipt of contract/lease agreements involving the Named Insured (if applicable).
The policy *is not* subject to an annual audit
An acceptable waiver of release must be used
The Legal Liability to Participants is contingent upon the Participant Expense Coverage in the amount of $25,000 or more

Estimated Annual Premium: **$ 8,469.00**

Proposed Carrier: TIG Insurance Company
A.M Best Rating A-, VII

NOTES

Employee Benefits Liability coverage is available for an additional premium of $100. for up to 25 employees.

Sexual Abuse Coverage is available but will require the completion of an application The application is being forwarded by the company

Employment Related Practices Liability coverage is available but also requires the an application be submitted to the company

Excess Liability coverage is available. An application has been submitted to the company and a quotation is pending.

The General Liability coverage excludes "Player vs. Player" claims In the event of a claim involving two players, the company will respond and defend Southeast Texas Baseball/Softball Academy. However, coverage will not extend to either of the players involved.

THE STATE OF TEXAS	§	**GOLDEN TRIANGLE SPORTS**
	§	
	§	**ACADEMY, LLC**
	§	
COUNTY OF JEFFERSON	§	**LAND LEASE AGREEMENT**

This is a Lease Agreement, made as of November 24, 2014, by and between Jefferson County, Texas, a political subdivision of the State of Texas (herein called "LESSOR") and Golden Triangle Sports Academy, LLC (herein called "LESSEE"), being a Texas limited liability corporation authorized to do business in Jefferson County, Texas.

SECTION 1: LETTING

1.01 Premises: LESSOR is the owner and operator of the Southeast Texas Regional Entertainment Complex ("Complex"). LESSOR hereby lets to LESSEE and LESSEE hereby leases from LESSOR the tract of land described as Golden Triangle Sports Academy in Exhibit "A" attached, containing 2.62 acres, more or less, located at the Complex, together with the right use and enjoy all improvements thereon, whether existing or constructed or to be constructed are referred to herein as the "premises".

SECTION 2: COMMENCEMENT AND TERM OF LEASE

2.01 Effective Date: The effective date of this Lease shall be on the date the LESSEE completes construction but not later than January 1, 2015.

2.02 Term: The initial term of this Lease shall be for a period of 240 calendar months (20 years), plus the partial month, if any, following the commencement of the term unless sooner terminated or extended by virtue of a provision herein.

2.03 Option Term: LESSEE shall have the option to extend the term of this Lease for two additional 60-month (5-year) terms following the initial term. Rental during any optional term shall be calculated pursuant to the terms of Section 3.03.

SECTION 3: RENTALS

3.01 Base Rent: As rent for the demised premises and the LESSEE's right and privileges hereunder, the LESSEE agrees to pay to the LESSOR the sum of $7,200.00 per year during the initial term from 2015-2020 of the Lease, and subject to provision of 3.03, which rental shall be paid in monthly installments, in advance on the first day of each month, in a sum equal to 1/12 of such annual base rent. Rental installments not paid by the tenth (10th) day of the month in which due shall bear interest at the highest rate allowed by law from the date it is due until paid.

2015-2019	$7,200.00	
2020-2024	$8,000.00	
2025-2029	$9,000.00	
2030-2034	**$9,500.00**	**OPTIONAL TERM 1 PER 2.03**
2035-2040	**$10,000.00**	**OPTIONAL TERM 2 PER 2.03**

3.02 Commencement of Rent: Rental payments as provided above shall be payable on but not before the commencement date of the Lease as determined in Section 2.02 hereof.

3.03 Adjustment of Rent: In January, beginning on January l, 2020, the rent set forth in subsection 3.01 above shall be adjusted by applying to the rent the applicable during past preceding five-year period, the percentage of increase or decrease in the Consumer Price Index published by the Bureau of Labor Statistics, U S Department of Labor for "all items" for Houston, Texas (or other applicable U S Departments should the Department of Labor discontinue the same), provided, however, that any rent increase under this

plans and specifications are to be submitted to LESSOR for approval, which approval shall not be unreasonably withheld.

4.02 Indemnity: LESSEE shall include in all construction contracts entered into by it, in connection with any or all of the construction work, a provision requiring the contractor and any subcontractor to indemnify, hold harmless, defend and insure Jefferson County, its officials, agents and employees against the risk of death, injury, or damage to persons or property, arising out of or in connection with the performance of any or all such construction work. LESSEE shall require the contractor to furnish liability insurance including contractual indemnity coverage in an amount not less than the maximum dollar amount of recovery permitted against a county by the Texas Tort Claims Act as it now exists or may be hereafter amended.

4.03 Workmanship: The LESSEE further covenants that all construction works to be performed by it or its contractor, including all workmanship or materials shall be of first class quality.

4.04 Utility Connections: LESSEE, at its own expense, shall construct utility connections such as it may desire from utility lines or pipelines in existence on the Complex property or from outside the Complex, following existing roads or easements, unless express authority for deviation from existing roads or easements is given to it by the Commissioner's' Court. The deviation authority and additional easements will be granted by LESSOR, if needed by the LESSEE to achieve economy or convenience. If other property is subsequently leased by LESSOR to other tenants m the vicinity who choose to extend existing utility lines provided by this LESSEE to other property so leased, the subsequent tenants shall have the right to do so at their sole cost and expense, but LESSOR covenants that it will require each subsequent tenant, as a condition to the extension of the utility lines, to pay to present LESSEE a pro rata share of the original cost of extending utilities from present utility lines to the premises. However, the right of any subsequent tenant to extend utility lines is further conditioned that the extension will not impair the capability and capacity of the line as used by the present LESSEE.

4.05 Certificate of Completion: When the construction herein above provided for has been completed, the LESSEE shall, within a reasonable time thereafter, deliver to LESSOR a certificate of LESSEE's architect that the construction has been completed in compliance with all laws, ordinances and governmental rules, regulations and orders.

4.06 Proof of Payment: All improvements shall be free and clear of all mechanics' and other liens and from liability arising from the construction of said improvements, and LESSEE shall, upon demand, furnish to LESSOR full and satisfactory evidence in writing of the area of such improvements, the actual cost of such improvements and of the payment therefor, the value of such improvements immediately after construction, and that said improvements are free and clear of all mechanics' and other liens and from liability thereto arising from the construction.

SECTION 5: USE OF PREMISES

5.01 Refuse and Trash: No refuse or trash shall be kept, stored or allowed to accumulate on the demised premises. LESSEE shall provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling and disposal from the premises of all trash, garbage and other refuse which results from tenants' business operations, including receptacles for the deposit of such trash, garbage and other refuse.

5.02 Outside Storage Prohibited: Storage of vehicles, equipment, supplies or any other items outsider of the building(s) is prohibited. For the purpose of this provision, the term "storage" shall mean the placing of vehicles, equipment, supplies or any other items outside the building and which vehicles, equipment, supplies or any other items that do not serve as an actual day-to-day business function.

5.03 Permitted Uses: The LESSEE shall have the privilege of using, subject to the terms and conditions herein, the premises for the operation of a commercial baseball/softball academy, including all services normally connected therewith, including a concession

counter to service the academy. LESSEE may not use the premises for any other purpose without the prior written consent of the LESSOR.

5.04 Illegal Use Prohibited: LESSEE shall not use or permit the use of the premises in any manner that results in waste of the premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

SECTION 6: TITLE

6.01 Representation as to Use and Zoning: LESSOR makes no warranty or representation of any kind concerning the condition of the leased premises or its fitness for the use intended by LESSEE, or of its zoning, and hereby disclaims any personal knowledge with respect to these matters, it being expressly understood by the parties to this Lease that LESSEE has personally inspected the leased premises, knows its condition, finds it fit for its intended use, accepts it AS IS, and has ascertained that it can, under existing ordinances, be used for the purposes set forth in and limited by this Lease. LESSEE expressly understands and agrees that with respect to the leased premises there are no express or implied warranties, and all warranties are excluded, including but not limited to, any warranties of quality, merchantability, and suitability or fitness for a particular purpose.

6.02 Lessee's Estate: Title to all improvements constructed by LESSE shall vest and remain in LESSEE during the original term of thus Lease and LESSE shall be entitled to any and all investment tax credits generated by reason of construction, installation, and operations on the premises. Subject to the rights of LESSEE's mortgage (as provided in subsection 6.03 and elsewhere herein) and to LESSEE' s right of reimbursement to the extent set out in subsection 13.02, title to improvements shall pass to and vest in the LESSOR upon the effective date of a cancellation or termination of this Lease. LESSEE shall have the right at any time prior to or subsequent to the construction of improvements to mortgage its leasehold estate in the premises and the improvements, and to assign its interest in this Lease to any mortgage who shall have advanced funds to the

LESSEE under any loan, the proceeds of which have been used for the construction of the improvements or to refinance loans for the construction of improvements. Any mortgagee claiming under the LESSEE shall have the rights and privileges hereinafter set forth.

6.03 Lessee's Mortgage: In the event LESSEE shall mortgage the leasehold estate and the improvements or assign this Lease to any mortgagee who shall have advanced funds for the purposes described in the preceding subsection 6.02, such mortgagee may give written notice of its mortgagee's interest to the LESSOR at LESSOR's address shown herein. Thereafter, LESSOR, prior to taking any action to cancel or terminate the Lease, shall give to the mortgagee the same notices that are required to be given to the LESSEE prior to cancellation or termination, and if notice 1s required to be given to the LESSEE, then a written notice to the mortgagee shall be given of the event or events which are alleged to be the basis of the right to cancel or terminate. The mortgagee shall have the right (a) to cure the default of the LESSEE, and (b) at its election, to foreclose its lien or security interest in the leasehold estate and improvements and this Lease and to sell such leasehold estate and improvements (and LESSEE's interest m this Lease) at public or private sale, whereupon the purchaser shall succeed to all rights of the LESSEE hereunder. The mortgagee shall be accorded a reasonable period of time in which to cure the default, taking into account the nature of the LESSEE' s default, and a reasonable period of tune in which to effect foreclosure, taking into account the statutory requirements for foreclosure of its lien or security interest. Further, if LESSEE shall default under the terms of its mortgage, the mortgagee shall likewise have the rights and power of foreclosure and sale as are set out in the preceding preceding portions of this subsection 6.03. The LESSOR agrees to execute such documents as may be requested by the LESSEE or the LESSEE's mortgagee to provide LESSEE with the ability to meet requirements for obtaining secured financing, provided that such documents do not render LESSOR liable for the payment of LESSEE's indebtedness or encumber LESSOR's remainder interest.

SECTION 7: INSURANCE

7.01 Insurance on Buildings and Improvements: At all times during the term of this Lease, LESSEE shall keep all buildings and other improvements located or being constructed on the leased premises insured against loss or damage by fire and other hazards in a Texas All-Risk form, with extended coverage and special extended coverage endorsement and loss by flood (if required by LESSOR) and the insurance shall be earned by insurance companies authorized to transact business in Texas, selected by LESSEE and approved by LESSOR. The insurance shall be paid for by LESSEE and shall be in amounts not less than 80% of the replacement cost of the buildings and other improvements (or in the case of flood insurance, the maximum amount available if 80% of replacement cost exceeds said maximum). The hazard insurance policy providing coverage hereunder shall name both LESSOR and LESSEE as the named insureds, as their interest may appear. All insurance proceeds shall be paid to LESSOR and held by LESSOR to be disbursed in accordance with the later provisions of thus Lease.

7.02 Liability Insurance: At all times during the term of this Lease, including the construction phase, LESSEE, or its contractors or subcontractors, shall provide and keep in force and effect, liability insurance covering LESSOR and LESSEE for liability for property damage and personal injury. This insurance shall be carried by one or more insurance companies duly authorized to transact business m Texas, selected by LESSEE and approved by LESSOR, and the premiums shall be paid for by LESSEE. This insurance shall protect LESSOR and LESSEE against liability to any employees and servants of LESSEE and to any other person or persons whose property damage or personal injury arises out of or in connection with LESSEE's occupation, use, or condition of the leased premises as defined in section 1.01above. The insurance policies shall provide coverage as follows:

(1) Worker's Compensation Insurance

(a) Amount - Statutory

(b) Employer's Liability $500,000/$500,000/$500,000

(2) General Liability - $500,000 combined single limit for bodily injury and property damage - Each occurrence

$1,000,000 General aggregate

$1,000,000 Products completed operations aggregate

$ 500,000 Personal and advertising liability

$ 50,000 Fire damage (any one fire)

$ 5,000 Medical expense (any one person)

Policy must be an "occurrence" policy on ISO 1986 form or its equivalent, without any restrictions or deletions of coverage, and this must be indicated on the certificate of insurance

If policy is other than on ISO 1986 form, it must be on an "occurrence" form and provide the following coverages which are so indicated on the certificate of insurance

1 - Operations Liability

2 - Products and/or Completed Operations Coverage

3 - Blanket X, C, U Coverage

4 - Broad Form Blanket Contractual Coverage

5 - Broad Form Property Damage

6 - Include the Broad Form General Liability Endorsement

(3) Waiver of Subrogation: Endorsement waiving subrogation in favor of LESSOR and its subsidiaries, affiliates, employees, officers, directors, consulting engineers, attorneys and agents, on Workers' Compensation, General Liability, Automobile, Liquor Liability (if any) and Umbrella policies Must be noted on certificate of insurance in force

(4) Additional Insured: Endorsement of General Liability, Automobile, Liquor Liability (if any) and Umbrella policies naming LESSOR, its employees, officers,

commissioners, directors, consulting engineers, attorneys and agents as additional insureds. Additional insureds must be identified as such on the certificate of insurance. The insurance afforded the additional insureds is primary insurance. If the additional insured has other insurance which is applicable to the loss, it will be excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

(5) Detail of LESSOR, its Independent Contractor, or Subcontractor Standard Coverage Where this standard coverage is greater or broader than that required above, the above stated coverages and limits are not deemed to be a limitation on or a limit of liability and are not a representation by LESSOR that the above insurance is all that should be obtained nor that said insurance is sufficient to protect LESSOR, or its independent contractors or subcontractors

In addition, there will be furnished, by LESSEE' s contractor, to LESSOR, an Owner's Protective Liability Policy naming LESSOR as insured in an amount not less than Bodily Injury $500,000 each occurrence, $1,000,000 aggregate, and property damage $100,000 each occurrence, $100,000 aggregate, and insuring liability due to the use of premises upon which this contract is performed as well as liability due to operations performed by Contractor and the general supervision of same

7.03 Failure to Maintain Insurance: If at any time during the term of this Lease, the LESSEE fails to maintain the aforesaid insurance, the LESSOR shall be entitled, at its option, to obtain any or all insurance. In such an event, the LESSOR shall be reimbursed by the LESSEE for all costs and expenses associated with obtaining such insurance upon thirty (30) days written notice from the LESSOR to the LESSEE.

7.04 Completed Operations and Contractual Liability: The General Liability and Umbrella policies of insurance so required by this paragraph shall include completed operations

insurance and contractual liability insurance covering LESSEE's and contractor's indemnity obligations as hereinafter provided.

7.05 Insurance Policies to Provide Waiver of Rights: LESSOR and LESSEE intend that all policies purchased in accordance with this Lease Agreement will protect LESSOR, LESSEE, and all other persons or entries listed as insureds or as additional insureds in such policies, or certificates of insurance, and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers shall not have rights or recovery against any of the insureds or additional insureds named in the policies.

7.06 Certificates of Insurance: LESSEE and its contractor shall deliver to LESSOR, upon the execution of this Lease Agreement, with copies to each other insured or additional insured identified herein, certificates of insurance (and other evidence of insurance requested by LESSOR or any named insured or additional insured) which LESSEE or the Contractor is required to purchase and maintain in accordance with this agreement. Such certificates of insurance shall each provide that LESSOR be provided with at least thirty (30) days written notice prior to any cancellation, non-renewal, or material modification of any of the insurance coverage described therein. LESSEE shall provide additional certificates of insurance as set out above from time to time so that at all times while this Lease Agreement is in effect LESSEE shall have in LESSEE's possession an insurance certificate or certificates complying with the terms of this subsection 7.06 indicating that the insurance coverages required by this Lease Agreement are in full force and effect. If required by the documents evidencing or securing any leasehold mortgage permitted hereunder creating any lien or liens on the leasehold interest of LESSEE hereunder, the insurance policy or policies providing hazard insurance coverage under subsection 7.01 above shall name the Leasehold Mortgagee (as such term is hereinafter defined) holding such leasehold mortgage as loss payee in a standard noncontributory mortgagee's clause. In addition, LESSEE shall carry any additional insurance coverage which may at any time or from time to time be required by applicable law. At any time and from time to

time, the LESSOR may request the LESSEE provide LESSOR certified copies of any of the insurance policies providing insurance required to be provided by LESSEE under this Lease Agreement, and LESSEE shall provide the same to LESSOR within twenty (20) days after such request, each such certification shall be by the insurance company issuing such policy and shall state that such policy is a true and correct copy of the original policy.

7.07 Waiver of Subrogation: Anything in this Lease to the contrary notwithstanding, the parties hereto hereby waive to the extent permitted by their respective insurance earners and to the extent of any insurance proceeds received by such parties, any and all rights of recovery, claims, actions, or causes of action, against each other, their agents, officers, directors, partners, and employees, for any loss or damage that may occur to the leased premises, or any improvements thereto, or personal injury or death of any person by reason of fire, the elements, or other origin, including negligence of the parties hereto, their agents, officers, directors, partners and employees, provided, however, that nothing contained herein shall reduce, limit or affect the liability of LESSEE under the indemnity contained in subsection 8.01 hereof

SECTION 8: INDEMNIFICATION

8.01 The parties contemplate that lessee, its servants, agents, employees, invitees, licensees or independent contractors shall from time to time enter the leased premises and, as a part of the consideration hereof, it is agreed that such entry or entries shall be at the sole risk of lessee, and lessee agrees to and does hereby expressly assume all risk associated with the use of the leased premises (including entry into activities on and exit from the leased premises) and assumes all legal duties and liabilities of lessor as the owner of the leased premises, regardless of condition or cause, with respect to its servants, agents, employees, invitees, licensees and independent contractors

for good and valuable consideration, lessee agrees to protect, indemnify, save, and hold harmless lessor and its elected officials, partners, members, officers, directors, judges,

commissioners, shareholders, employees, agents and affiliates (collectively the "indemnified parties" and individually the "indemnified party") from and against any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including but not limited to court costs, reasonable attorneys' fees and costs of discovery and investigation (the "liabilities") arising or resulting in any manner, in whole or in part, directly or indirectly, (1) from the conduct or lessee's operations, (2) from any work, construction, repairs, maintenance, other action or omission, done or suffered to be done on or about the leased premises, by lessee, its agents, employees, independent contractors or others, (3) from any condition of or defect in the leased premises or in any improvements, equipment, vehicles or pipelines now or hereafter located thereon or thereunder, regardless of whether hidden or obvious, or disclosed or undisclosed by any indemnified party, (4) from any breach or default on the part of lessee in the performance of any covenant or agreement under the terms of this lease, whether or not acted upon or waived by any indemnified party, (5) from damages to or claims of damage by lessor due to any activity, or(6) from any violation of or failure to satisfy any legal requirement related to lessee's operations (collectively the "indemnified matters")

lessee's indemnity shall apply to all liabilities from the indemnified matters even if resulting from or caused by the sole, joint or concurrent negligence of an indemnified party however, any liabilities resulting solely from the gross negligence or willful misconduct of an indemnified party are specifically excluded from such indemnity

for purposes of these indemnities, the liabilities shall be deemed to include actual .and consequential damages, fines and penalties of any kind

The indemnified parties shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of their choice in case any action or proceeding be brought against an indemn1fied party, lessee, upon notice from the indemnified party, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the indemnified party an indemnified party may employ its own counsel and lessee shall pay the indemnified party the cost thereof the. Covenants by lessee to indemnify the

indemnified parties provided in this contract shall survive the termination of this contract with respect to any liabilities, regardless of whether asserted prior to or following termination and based upon, arising from or traceable to (in whole or in part) any of the indemnified matters described above

The terms of this agreement shall not in anyway limit any rights the indemnified party may have against lessee under any law, whether in effect at the time of execution or created or recognized after such date

SECTION 9: GOVERNMENTAL AND OTHER REQUIREMENTS

9.01 Licenses: The LESSEE shall procure from all governmental authorities having jurisdiction of the operations of the LESSEE hereunder, all licenses, franchises, certificates, permits of other authorizations as may be necessary for the conduct of its operations. LESSOR will cooperate with LESSEE in this endeavor.

9.02 Lessor's Remainder Interest: The LESSEE agrees that it shall not enter into any contracts of a type which would permit a lien or liens to become attached to the remainder interest of Jefferson County, or suffer or permit a lien or liens to be imposed or attached to the leasehold interest, provided, LESSEE shall have the right, upon posting security satisfactory to the County, to contest the amount or legality of any lien attached to or levied against the leasehold interest.

9.03 Non-Discrimination: The LESSEE assures that it will undertake an affirmative action program as required by 14 Code of Federal Regulations (CFR) Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub organizations provide assurance to the LESSEE that they similarly will undertake affirmative action

programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect

SECTION 10: MAINTENANCE AND REPAIR

10.01 Lessee's Maintenance Obligations: LESSEE shall at all times keep in a clean orderly condition and appearance the premises and improvements thereon, equipment and personal property. LESSEE shall maintain, repair, replace and paint all or any part of the improvements on the premises including therein, without limitations thereto, walls, partitions, floors, ceilings, columns, windows, doors, glass of every land, fixtures, systems for the furnishing of a fire alarm, fire protection, sprinkler, sewage, drainage and telephone service, including lines, pipes, mams, wires, conduits, and other equipment connected with or appurtenant to all such systems at its own expense as necessary. LESSOR shall have the right to enter upon the premises at reasonable times, in a manner which does not materially interrupt LESSEE's business, for the purpose of inspection, to determine LESSEE's compliance with LESSEE's obligation under this Section 10.

10.02 Enforcement Rights: If LESSEE fails to perform its obligations under subsection 10.01, LESSOR shall have the right to give written notice to the LESSEE specifying the deficiencies in maintenance. If within 30 days after receipt of such notice, LESSEE does not make arrangements for the curing of such deficiencies in maintenance, LESSOR shall have the right to enter the premises and perform the necessary maintenance, the cost of which shall be borne by the LESSEE.

SECTION 11: UTILITIES

11.01 LESSEE shall pay all costs and charges for utility services requested by and furnished to the LESSEE during the term hereof. LESSEE shall, however, have the right to connect to any and all storm and sanitary sewers and water and utility outlets located on or adjoining property of the LESSOR. The LESSEE shall pay for all cost and expense attendant to

such connections, but no charge shall be assessed by the LESSOR for the right to make such connections.

SECTION 12: INGRESS AND EGRESS

12.01 LESSEE and approved sublessee, and their contractors, suppliers of materials and furnishers of services, and employees and invitees shall have the right of ingress and egress between the premises and the public rights-of-way outside the Complex by means of existing access roads, the same to be used in common with others having rights of passage within the Complex, provided that the Complex may from time to time substitute other means of ingress and egress which shall be reasonably equivalent to the means now provided. The use of such roadways shall be subject to reasonable rules and regulations established by the Complex.

SECTION 13: CANCELLATION BY LESSEE

13.01 Lessee's Right to Cancel: This Lease shall be subject to cancellation, at the option of LESSEE, upon default of LESSOR in the performance of any covenant or agreement herein required to be performed by LESSOR and the failure of LESSOR to remedy such default for a period of thirty (30) days after receipt from LESSEE of written notice to remedy the same. LESSEE may exercise its right of cancellation by written notice to LESSOR at any time after the lapse of the applicable periods of time. This Lease shall then terminate as of the termination date specified by LESSOR in such notice.

13.02 Amounts Payable Upon Cancellation by Lessee: In the event this Lease is canceled by LESSEE pursuant to LESSEE's rights under this Section 13, rental due shall be payable only to the date of termination, and the LESSOR shall pay to LESSEE liquidated damages computed as follows:

(a) The liquidated damages shall be the cost of the fixed improvements less 1% of the cost for each year or partial year elapsed since the substantial completion of the improvements.

(b) With respect to original improvements, depreciation shall commence on the date LESSEE certifies to LESSOR that such improvements have been completed in accordance with plans and specifications. As to improvements thereafter constructed by LESSEE, depreciation, for this purpose, shall commence on the date that LESSEE certifies to LESSOR that such subsequently constructed improvements have been completed.

(c) Actual construction cost shall be approved in writing by the LESSOR within 15 days after submission by the LESSEE.

Upon payment by LESSOR to LESSEE of liquidated damages; as computed above, LESSEE shall have no further estate in the improvements and LESSOR shall have the exclusive right thereto.

13.03 Lessee's Option to Remove: In lieu of liquidated damages provided in subsection 13.02 hereof, LESSEE may, at its option, remove the improvements.

SECTION 14: CANCELLATION BY LESSOR

14.01 Events of Cancellation: This Lease shall be subject to cancellation at the option of the LESSOR upon occurrence of any of the following events:

(a) Failure of LESSEE to pay rent as herein provided within thirty (30) days after LESSOR shall have given LESSEE written notice of such default

(b) The permanent abandonment of the premises by the LESSEE

(c) Default by LESSEE in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by the LESSEE, if such default continues, without a good faith attempt by LESSEE to remedy the default, for a period of thirty (30) days after receipt of written notice from LESSOR specifying the default

(d) Any other event specifically named in this Lease which affords LESSOR the right to cancel

14.02 Method of Cancellation: LESSOR may exercise such right to cancellation by written notice to LESSEE at any time after the lapse of the applicable periods of time and thus Lease shall terminate as of the termination date specified by LESSOR in such notice.

14.03 Lessor's Rights Upon Cancellation: In the event LESSOR cancels this Lease, all rental due hereunder to the date of termination shall be payable by the LESSEE to the LESSOR, and the LESSOR, at its option, may take possession of the premises, as well as all improvements, buildings and fixtures constructed or installed by LESSEE on the leased premises, subject to any Mortgagee's rights.

SECTION 15: ATTORNEY'S FEES

15.01 In any action brought by either party against the other for enforcement of the terms of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to such other relief as may be awarded.

SECTION 16: COMPLEX EXPANSION AND RELOCATION

16.01 Complex Expansion: In the event LESSOR requires the premises for expansion or development of the Complex, LESSOR reserves the right, upon six (6) months' written notice to LESSEE, to relocate or replace LESSEE's improvements in substantially the same form acceptable to the LESSEE at another comparable location on the Complex acceptable to the LESSEE. The replacement facility shall be completed prior to relocation so that there is no interruption of LESSEE's business operation.

16.02 Option in Event of Relocation: In the event a relocation of improvements is required by the LESSEE under subsection 16.01 above, LESSEE shall have the option, in lieu of accepting such relocated premises, to cancel this Lease prior to the commencement of construction of relocation facilities, in which event LESSEE shall be entitled to the liquidated damages provided in subsection 13.02.

SECTION 17: ASSIGNEMENT OR SUBLEASE

17.01 LESSEE shall not assign this Lease or sublet all or any portion of the premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. However, LESSOR's consent shall not be required for any (a) assignment of subletting to an affiliate or subsidiary of the LESSEE, or (b) the assignment or subletting to any mortgagee or to a purchaser from any mortgagee at foreclosure.

SECTION 18: MISCELLANEOUS

18.01 Other Instruments: Upon request of either party, the LESSOR and the LESSEE will execute a recordable short form lease evidencing that the premises have been demised to the LESSEE and a recordable instrument evidencing the term of this Lease and its commencement date shall have been determined.

18.02 Paragraph Headings: The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Lease.

18.03 Notices: Notices to LESSOR, provided for herein shall be sufficient if sent by Registered or Certified Mail, postage prepaid, addressed to:

Jefferson County Judge
Jefferson County Courthouse, 4th Floor
1149 Pearl Street
Beaumont, Texas 77701

And notices to said LESSEE, if sent by Registered or Certified Mail, postage prepaid, addressed to:

Golden Triangle Sports Academy, LLC
4320 Christina Court
Beaumont, Texas 77706

And such to other addresses as the parties may designate to each other in writing from time to time.

18.04 Successors and Assigns: All of the terms, covenants and agreements herein contained shall be binding upon and shall insure to the benefit of successors and assigns of the respective parties hereto.

18.05 Termination of Lease: This Lease shall terminate at the end of the full term hereof. Upon such termination, LESSEE shall have no further right or interest in any of the land hereby demised or in any improvements thereon.

18.06 Available Tax Exemptions: LESSOR authorizes LESSEE to obtain all available tax credits and exemptions, including, but not limited to, sales tax exemption for purchase of materials. LESSOR agrees to cooperate and allow LESSEE to obtain sales and use tax exemption. LESSOR agrees that, prior to using LESSOR's name for sales and use tax exemption, it will obtain appropriate authorization from the Comptroller of the State of Texas.

EXECUTED in triplicate originals as of the date first above written.

LESSOR

JEFFERSON COUNTY, TEXAS

By: _____
Jeff R. Branick
COUNTY JUDGE

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST Carolyn L Grundy
DATE 11/24/14

LESSEE

GOLDEN TRIANGLE SPORTS ACADEMY, LLC

By: _____
BRIAN K. TILLERY
MEMBER

Exhibit - "A"

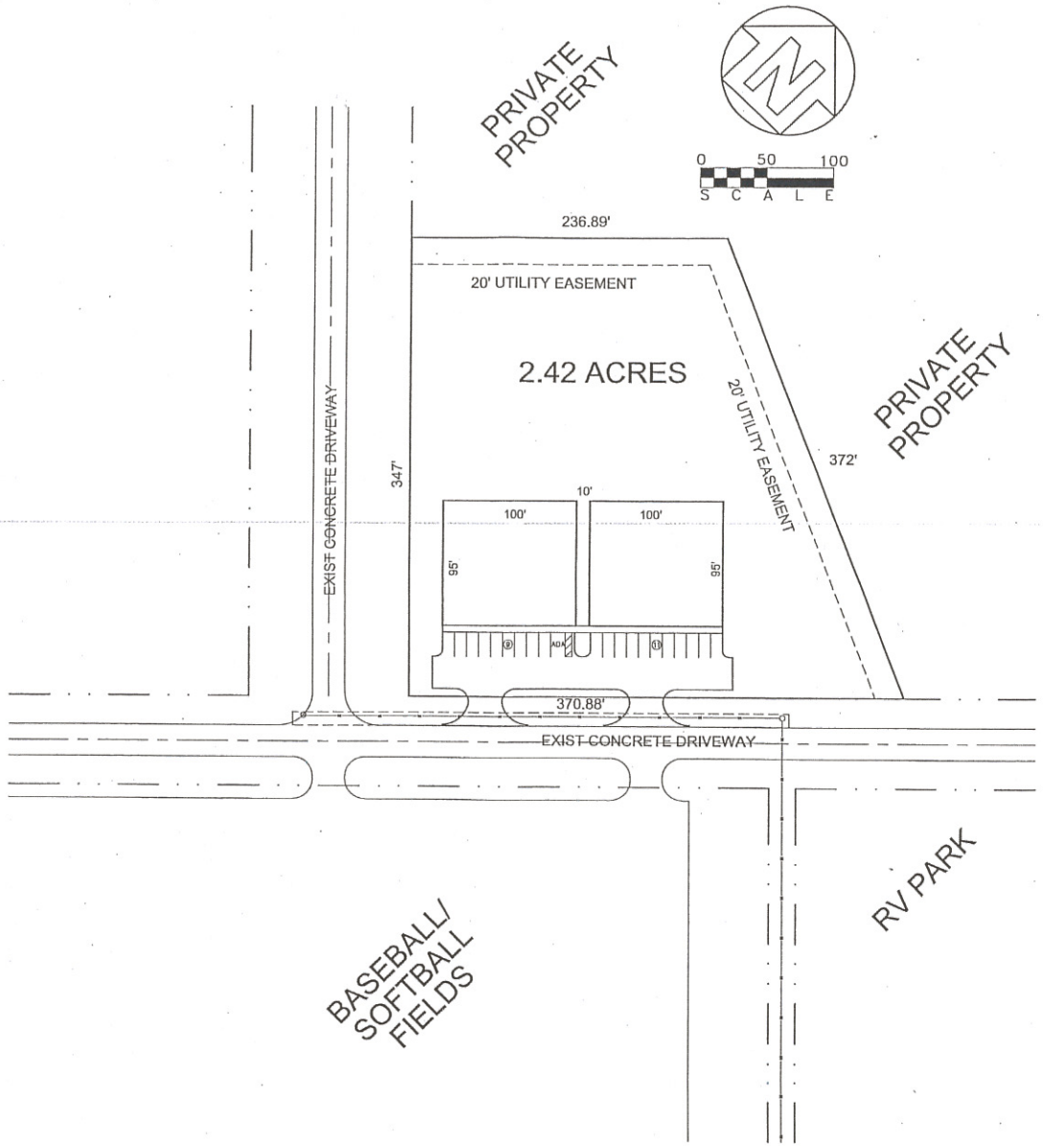
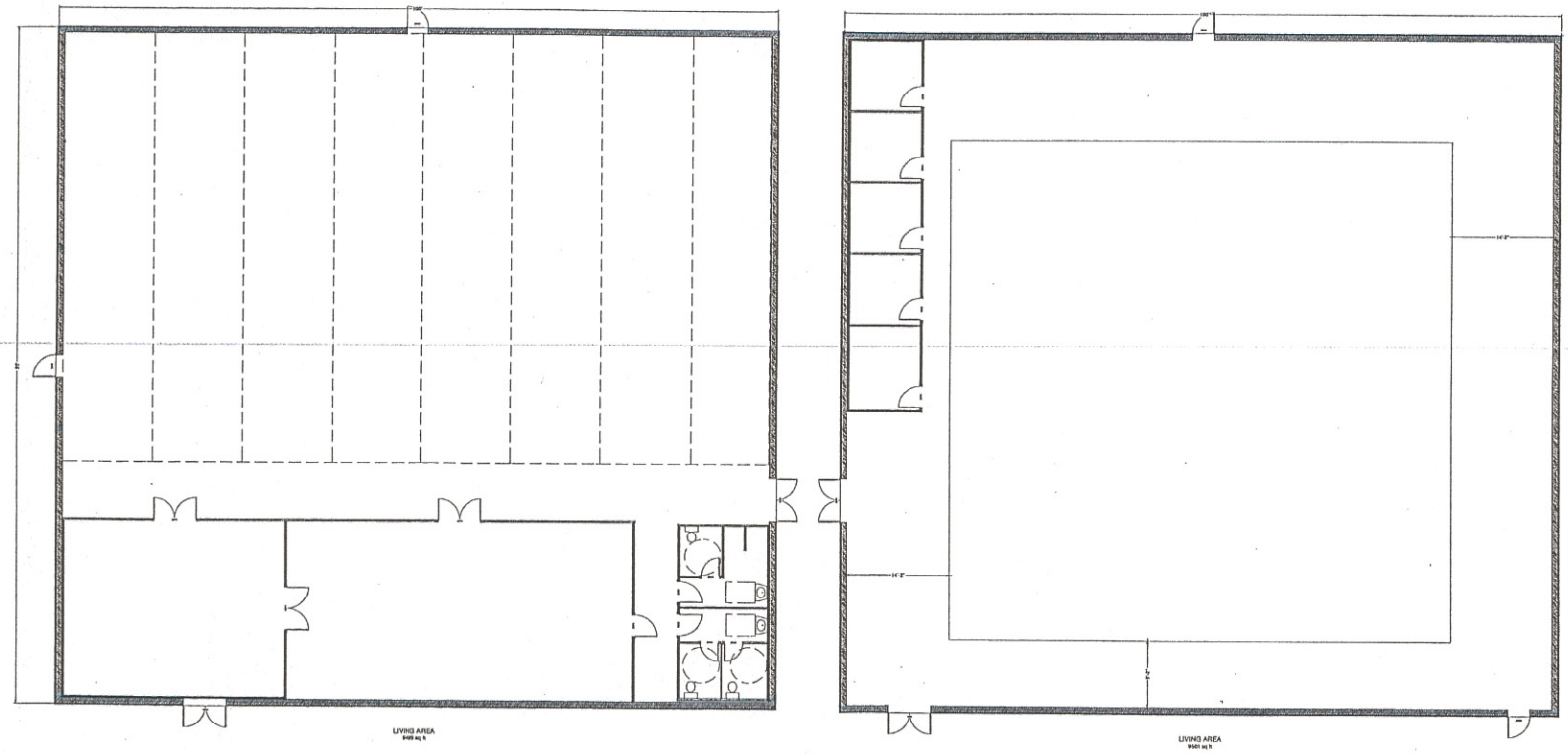

PRIVATE PROPERTY
N
0 50 100
S C A L E
236.89'
20' UTILITY EASEMENT
2.42 ACRES
EXIST CONCRETE DRIVEWAY
347'
20' UTILITY EASEMENT
372'
PRIVATE PROPERTY
10'
100'
100'
95'
95'
370.88'
EXIST CONCRETE DRIVEWAY
RV PARK
BASEBALL/ SOFTBALL FIELDS

Exhibit - "B"



1st Floor

NO.	DESCRIPTION	BY	DATE

SHEET TITLE: Floor Plan

PROJECT DESCRIPTION: Baseball Academy

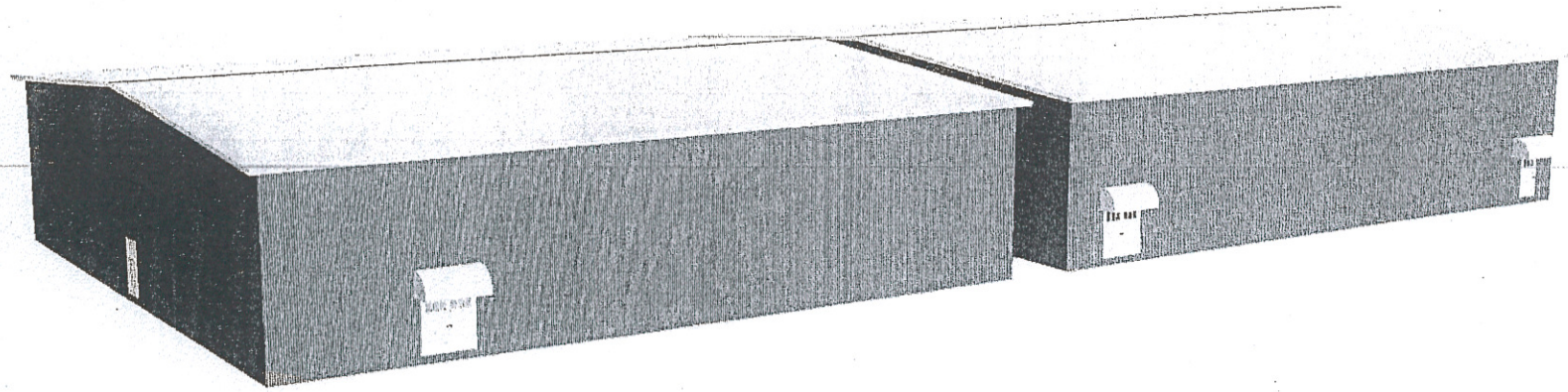
DRAWINGS PROVIDED BY: American Builders Joey Arena

DATE: 9/2/2014

SCALE: NTS

SHEET:

Exhibit- "B"



NO.	DESCRIPTION	BY	DATE

SHEET TITLE: Elevations

PROJECT DESCRIPTION: Baseball Academy

DRAWINGS PROVIDED BY: American Builders
Joey Arana

DATE: 9/2/2014

SCALE: NTS

SHEET:

APPENDIX G

RV PARK MANAGEMENT AGREEMENTS

ASN 79904
2 PG

ASSUMED NAME CERTIFICATE
FOR AN INCORPORATED BUSINESS OR PROFESSION

1. The assumed name under which the business or professional service is to be conducted or rendered is GULF COAST R.V. RESORT.

2. The name of the incorporated business or profession as stated in its Articles of Incorporation or comparable document is I-10 R.V., L.L.C., a Texas limited liability company and the charter number or certificate of authority number is 07066720-22.

3. The state, county, or other jurisdiction under the laws of which it was incorporated is Texas and the address of its registered or similar office in that jurisdiction is 390 Park Street, Suite 500, Beaumont, Texas 77701.

4. The period, not to exceed ten years, during which the assumed name will be used is ten (10) years beginning at 12:01 a.m. on September 20, 2011.

5. The corporation is a business corporation.

6. If the corporation is required to maintain a registered office in Texas, the address of the registered office is 390 Park Street, Suite 500, Beaumont, Texas 77701, and the name of its registered agent at such address is Kerwin B. Stone. The address of the principal office is 390 Park Street, Suite 500, Beaumont, Texas 77701.

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are: Jefferson, Orange, Hardin, Chambers, Liberty.

I-10 R.V., L.L.C.

By _____
Ted E. Moor, Jr., Authorized Representative

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Ted E. Moor, Jr., Authorized Representative of I-10 R.V., L.L.C., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 20th day of September, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

KERWIN B. STONE
MOORE LANDREY, L.L.P.
390 PARK STREET, SUITE 500
BEAUMONT, TEXAS 77701

SUE MCCOWN
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
APRIL 6, 2015

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Carolyn L Guidry

Carolyn L. Guidry, County Clerk

Jefferson County TEXAS

Sep 21, 2011 01:50 PM

FEE: $15.00 79904

RV PARK MANAGEMENT AGREEMENT 11

This **RV PARK MANAGEMENT AGREEMENT** (together with the Exhibits attached hereto and made a part hereof, this "**Agreement**") is dated as of the ____ day of _____, 2000, by and between Jefferson County, Texas, (the "**COUNTY**"), and I-10 R V , L L C (attention Ted E Moor, Jr), whose current address is 3415 Laurel Avenue, Beaumont, Texas 77707-2245 ("**I-10 R.V.**")

BACKGROUND

The COUNTY is currently in the process of developing and constructing a new public assembly facility called the Southeast Texas Entertainment Complex (the "**Entertainment Complex**"), which will be located in Jefferson County, Texas

Approximately 15 acres in the southeast corner of the 221-acre entertainment complex site has been set aside for the construction of an RV Park The RV Park will feature a distinctive entrance and prominent identification signage for ease of location The RV Park will contain approximately 150 sites Of those, 100 sites will be full-service hook-ups with pads and patios, 75 of which will be drivethrus The remaining 50 will have water and electric hook-ups (Actual site numbers and types to be determined by I-10 R V) The park will have cable TV hook-ups and phone jacks available in addition to picnic tables and outdoor grills It is expected that facilities will include one or more buildings in which a store, game room, office and meeting rooms with kitchen and rest rooms will be located There will be central rest rooms with flush toilets, showers, a self-serve laundry, and a dumping station Additional amenities could include a swimming pool and playground, miniature golf, shuffleboard and other recreational amenities The RV Park will be designated for short-term visitors and tourists rather than residential or seasonal users

I-10 R V is engaged in the business of, among other things, providing management services for the hospitality industry and the RV Park business

The COUNTY desires to engage I-10 R V , and I-10 R V desires to accept such engagement, to provide management services for the RV Park to be built in conjunction with the Entertainment Complex on the terms and conditions set forth herein

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows

1 Scope of Services

(a) During the Term (as defined in Section 4 below), I-10 R V will provide to the COUNTY the following

(i) I-10 R V will participate in the design, construction and management of the RV Park in order to plan and initiate construction of the described facilities by mid-year 2000

(ii) I-10 R V will fund and supervise construction of all buildings and structures supporting and serving the operation of the RV Park This would include, but is not limited to, rest rooms, laundry, store, game rooms, meeting rooms, playground, swimming pool, landscaping and sprinkler system controls All permanent improvements will become the property of the COUNTY upon completion

(iii) I-10 R V will be responsible for proper operation, maintenance and upkeep, daily supervision, necessary permits and licenses, insurance, financial reporting and setting rates for the RV Park

(iv) I-10 R V will initially contribute not less than $400,000 to the RV Park project The capital investment will be used by I-10 R V to construct improvements to the RV Park which I-10 R V determines, in its opinion, will enhance the RV Park For example only, and not as a requirement, I-10 R V 's contribution could be used in the following manner

a To construct the following buildings
   i An office that contains a reception area, a game room, a convenience store and a store room,
   ii A central restroom (with showers) and a laundry,
   iii A meeting room complete with restrooms and kitchen,
   iv An outlying building containing a restroom
b To construct a swimming pool,
c To provide playground equipment,
d To provide furniture and fixtures for the respective buildings,
e To provide an inventory for the convenience of 80 to 120 items commonly needed by people traveling in a RV,
f To landscape each site,
g To provide equipment required to operate the telephone system,
h To provide the equipment required to control the sprinklers,
i To provide the working capital required for the initial operation and to fund any losses,
j To provide recreational amenities

Any and all capital improvements made by I-10 R V to the RV Park will become the property of the COUNTY

(b) The COUNTY will provide approximately 15 acres in the southeast corner of the Entertainment Complex site for construction of the RV Park The COUNTY will also provide infrastructure required for the RV Park, including streets, sidewalks, drives, patios and pads,

pipes for a lawn sprinkler system, water and sanitary sewer extensions, lighting, stormwater improvements, perimeter fencing and various hookups such as water, sewer, electrical (with 20, 30 and 50 amp service), cable TV, and dual telephone hookups for voice and electrical transmission

(c) The COUNTY shall not supervise, direct or have control or authority over, nor be responsible for, I-10 R V 's means, methods, techniques, sequences or procedures of work or the safety precautions and programs incident thereto, or for any failure of I-10 R V to comply with Laws and Regulations applicable to the furnishing or performance of the work The COUNTY will not be responsible for I-10 R V 's failure to perform or furnish the work in accordance with this Agreement

(d) The COUNTY will not permit the construction of any RV Park facilities/hookups within the Entertainment Complex other than those contemplated by this Agreement during the term of this Agreement I-10 R V will make available up to 150 RV sites for participants in Entertainment Complex events at rates no greater than those prevailing for the general public, provided reservations and deposits are made for those sites not less than six months in advance of the event

2 Fees, Expenses and Insurance

(a) Percentage Fees

(i) For each fiscal year, during the term of this Agreement, the COUNTY will receive a percentage of gross rental revenue received by I-10 R V in conjunction with the operation of the RV Park The COUNTY will also receive a percentage of gross sales revenue from the convenience store, game room and vending machine sales As a fee, I-10 R V will pay COUNTY ten percent (10%) of gross rental revenue of amounts between $0 00 and $500,000 00, and twenty percent (20%) of all gross rental revenue over $500,000 00 In addition to the percentage fee applied to gross rental revenue, I-10 R V will pay COUNTY three percent (3%) of all gross sales revenue from the convenience store, game room and vending machines The first payment to the COUNTY will not be due until the RV Park has been in operation for one year. Payments to be further clarified upon mutually agreeable terms Feb. 02 Start of operations Approved CC May 28, 2002

(b) Expenses Upon opening of the RV Park, I-10 R V will pay all costs associated with daily cleaning, maintenance, routine service and general cost of operating and maintaining the RV Park The County will pay for repair of structure failures to the infrastructure installed by County The County will have sole discretion over what repairs to the infrastructure are required

(c) Insurance I-10 R V shall not commence work until it has obtained all the insurance required hereunder and certificates of such insurance have been filed with and approved by the COUNTY Insurance carriers must be licensed to do business in Texas and must have minimum best rating of A and category size of VIII I-10 R V shall provide and maintain through the life of this Agreement the minimum coverage as follows

Type of Coverage		Limits of Liability
1	Worker's Compensation	Statutory
	Employer's Liability	$500,000/$500,000/$500,000
2	Commercial General Liability	
	General Aggregate	$2,000,000
	Products/Completed Operation	$1,000,000
	Personal Injury and Advertising	$1,000,000
	Each Occurrence	$1,000,000
3	Comprehensive Automobile Liability (including hired and non-owned)	$ 500,000 (Combined Single Limit)
4	Owners and Contractors Protective Liability Policy shall be provided where new construction and extensive remodeling is involved with the named insured as I-10 R.V. and Jefferson County, Texas as an additional named insured	
	Each Occurrence	$1,000,000
	Aggregate	$2,000,000

- Regarding above items 2 and 3, I-10 R V is required to furnish endorsements naming Jefferson County, Texas as Additional Insured

- Regarding above items 1, 2 and 3, I-10 R V is required to furnish waivers of subrogation for Jefferson County, Texas

- I-10 R V is obligated to have insurers furnish certificates of insurance naming Jefferson County, Texas as certificate holder

- I-10 R V shall maintain such insurance in force during the life of the Contract and no modification or change of insurance provision shall be made without ten (10) days written advance notice to the certificate holders

3 Records and Reports I-10 R V will have the following responsibilities with respect to records and reports

(a) I-10 R V will establish and maintain a comprehensive system of records, books and accounts

(b) With respect to each fiscal year ending during the term of this Agreement, the Agent will have an annual financial report prepared by a Certified Public Accountant based upon the preparer's examination of the books and records of I-10 R V The report will be certified by the preparer and I-10 R V , and will be submitted to the COUNTY within sixty (60) days after the end of the fiscal year

(c) I-10 R V will furnish such information (including occupancy reports) as may be requested by the COUNTY from time to time with respect to the financial, physical or operational condition of the RV Park

4 Term and Termination

(a) This Agreement will be effective for a term of ten (10) years, beginning 90 days from COUNTY's commencement of construction of the infrastructure required for the RV Park

(b) The County hereby gives and grants to I-10 R V the right and option to extend the term of this Agreement for two (2) 5-year periods, hereinafter referred to as the "Extended Term", commencing on the first day after the expiration of the Initial Agreement Term of ten (10) years, hereafter sometimes called the "Extension Date", and continuing until 11 59 p m five (5) years thereafter The option to extend the term of this Agreement for the Extended Term shall be exercised by I-10 R V giving written notice to the COUNTY not earlier than one (1) year prior to the expiration of the initial term and/or the first exercised 5-year option of this Agreement and no less than one hundred eighty (180) days prior to such expiration date All of the terms and conditions of the Extended Terms shall be the same as those set forth herein for the Initial Term of this Agreement It shall be a condition precedent to the exercise of the Options that I-10 R V is not in default under this Agreement Any termination of this Agreement during the initial term and/or the first extended term of this Agreement shall terminate the options

(c) The COUNTY may terminate this Agreement upon a default by the other party hereunder A party will be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after the same is due and payable, or (ii) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements, or conditions hereof and such failure continues for more than thirty (30) days after written notice thereof from the other party In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the thirty (30) day period, the defaulting party will not be considered in default if it will, within such thirty (30) day period, have commenced, with due diligence and dispatch, to cure such default and thereafter completes, with dispatch and due diligence, the curing of such default Any termination pursuant to this subparagraph will be effective upon notice from the non-defaulting party following the expiration of all of the applicable aforementioned time periods

5 Prohibition Against Liens

(a) I-10 R V shall have no right, authority, or power to bind the COUNTY with respect to the interest of the COUNTY hereunder or as owner of the Improvements on any claim or lien for labor, materials, equipment, or supplies or any other charge or expense incurred, whether prior to or during the term of this Agreement in connection with the improvements or any other additions, alterations or improvements, or any maintenance, repairs or replacements (whether ordinary or necessitated by reason of damage or destruction) I-10 R V shall not be considered as the agent of the COUNTY or as the owner of any interest in the improvements with respect to any such construction, installations, maintenance, repairs or replacements, and I-10 R V shall fully indemnify and protect the COUNTY and the improvements against any and all such claims or liens relating to I-10 R V , its agents, representatives, contractors or subcontractors If any such lien or lien claim relating to I-10 R V , its agents, representatives, contractors or subcontractors shall be filed against the COUNTY or the improvements, I-10 R V shall, within thirty (30) days after

notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond complying with the applicable provisions of the Texas Property Code, as amended, or in any successor statutes thereto, as amended, for bonds to release mechanics and materialmen's liens from real property, court decree, or in such other manner as shall be satisfactory to the COUNTY If such lien or lien claim shall be filed and shall not have been discharged by I-10 R V within the time permitted above, the COUNTY may, at its election, discharge such lien or lien claim, as agent for and at the expense of I-10 R V , and I-10 R V shall repay to the COUNTY, upon receipt of a written statement or demand therefor, the sums expended by the COUNTY in discharging such lien or lien claim

6 Indemnification

(a) To the fullest extent permitted by law, I-10 R.V. shall defend, indemnify and hold harmless the COUNTY, its successors in office and assigns forever, and its officers, agents, and employees from and against claims, damages, losses and expenses, including attorneys fees and expert fees arising out of or resulting from the performance of the work of I-10 R.V. attributable to bodily injury, personal injury, property damage and economic loss caused by the negligent acts or omissions of I-10 R.V., its subcontractors, consultants, agents, employees or anyone directly or indirectly employed by them or anyone whose acts for which they may be liable, if such claim damage, loss or expense is caused in whole or in part by I-10 R.V., I-10 R.V. is not responsible to defend, indemnify and hold harmless from and against claims, damages, losses and expenses enumerated above that are solely caused by the COUNTY.

(b) This indemnification will survive the completion of all services of I-10 R.V. under this Agreement or the termination of this Agreement.

7 Assignment

(a) This Agreement may not be assigned by any party except upon express prior consent in writing of the other party, which consent shall not be unreasonably withheld

(b) Subject to the provisions set forth in Section 6(a) above, this Agreement and the rights and obligations set forth herein will inure to the benefit of, and be binding upon, the parties hereto, and each of their respective successors and assigns

8 Waiver, Amendment The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement The failure of any party to enforce any of said provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement This Agreement may not be amended or modified except in a writing signed on behalf of each of the parties hereto

9 Notices Any notice, consent, or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the first business day following mailing by an overnight courier service that is generally recognized as reliable, or (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, and in any case addressed to such party as set forth below or as a party may designate by written notice given to the other parties in accordance herewith

If to the County	County Judge Jefferson County Courthouse P O Box 4025 Beaumont, Texas 77704
with a copy to	Jefferson County District Attorney P O Box 2553 Beaumont, Texas 77704-2553
If to I-10 R V	Ted E Moor, Jr 3415 Laurel Avenue Beaumont, Texas 77707-2245

10 Severability If any term or provision of this Agreement will be found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same will not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth

11 Governing Law This Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to otherwise applicable principles of conflicts of law

12 Choice of Venue Any litigation arising out of this Agreement will be filed and litigated in the State District Court of Jefferson County, Texas, pursuant to the laws of the State of Texas

13 Counterparts This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same Agreement

14 Complete Agreement, Headings, No Third Party Beneficiaries This Agreement sets forth the entire understanding between the parties hereto and supersedes all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter hereof No other agreements, representations, warranties, or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof Captions appearing in this Agreement are for convenience only and will not be deemed to explain, limit, or

amplify the provisions hereof This Agreement will not be construed as giving any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions hereof being intended to be, and being, for the sole and exclusive benefit of such parties, and permitted successors and assigns and for the benefit of no other persons or entity Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or I-10 R V

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written

ATTEST:

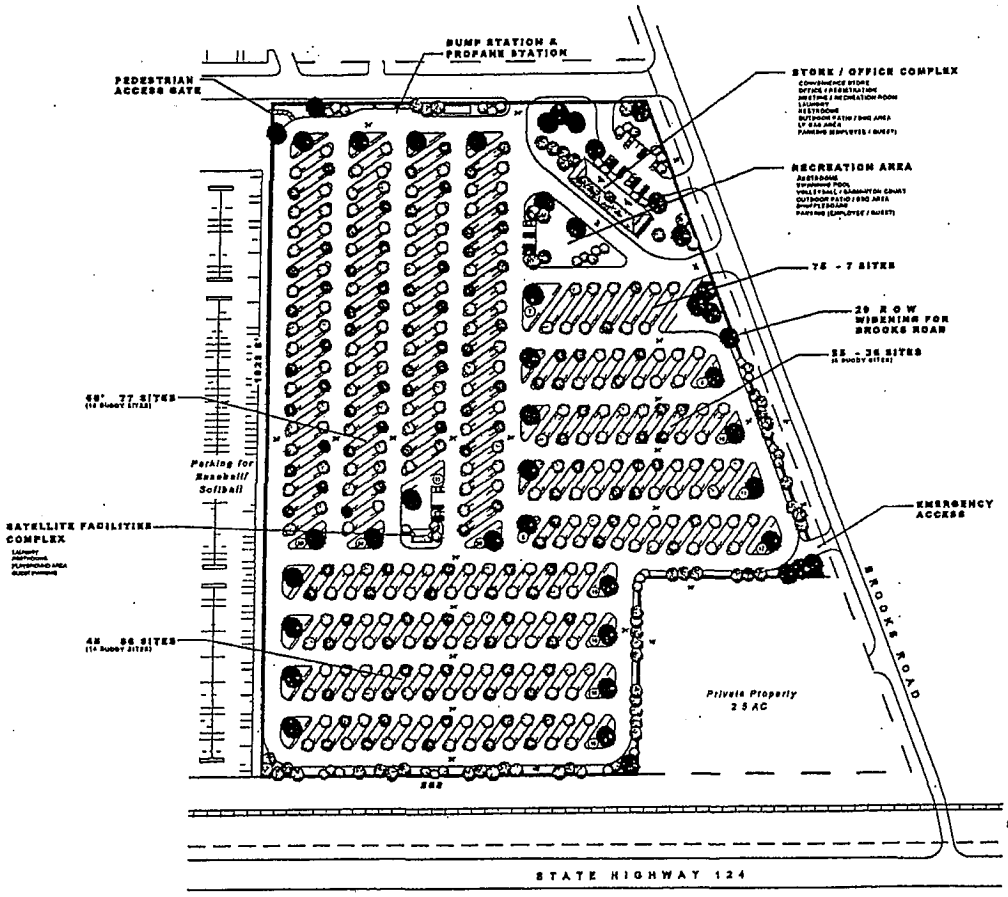
By
Name SANDY WALKER
Title County Clerk

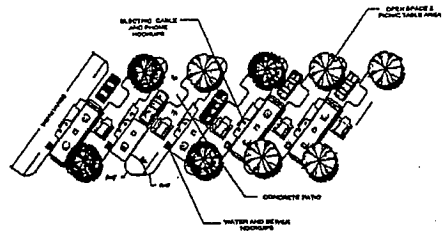
JEFFERSON COUNTY, TEXAS

By
Name Carl R Griffith, Jr
Title Jefferson County Judge

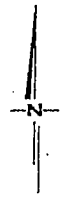
I-10 R V, L L C

By
Name Ted E Moor, Jr
Title President





TYPICAL R.V SITE



186 TOTAL SITES

a concept development plan for

JEFFERSON COUNTY
R.V. PARK
15.8 ACRES

prepared for

TED E. MOOR JR. TRUSTEE

KERRY R. GILBERT & ASSOCIATES, INC.
Land Planning Consultants
15410 Park Ten Place
Suite 160
Houston, Texas 77084
(281) 578-0340

SCALE

JUNE 6, 2000
KGA 0004

THIS MAP IS FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED CONCERNING THE ACTUAL DESIGN, LOCATION OR CHARACTER OF THE FACILITIES SHOWN ON THIS MAP IS INTENDED

KERRY R. GILBERT & ASSOCIATES, INC.

AGENDA ITEM **May 18, 2015**

Consider, possibly approve and authorize the County Judge to execute a First Amendment to the RV Park Management Agreement between Jefferson County and I-10 R.V.L.L.C.

RECEIVED MAY 11 2015

MOORE LANDREY, L.L.P.

ATTORNEYS AT LAW

905 ORLEANS STREET • BEAUMONT, TEXAS 77701

PHONE 409-835-3891 • FAX 409-835-2707

www.moorelandrey.com

JON R. BURMEISTER[1,2]
KERWIN B. STONE
TOMMY L. YEATES[1,2]
DAN DICOTE, JR.[3]
SCOT E. SHELDON
HEATHER L. BLACKWELL
RAY M. MOORE†
FLOYD A. LANDREY†

BOARD CERTIFIED BY THE TEXAS BOARD OF LEGAL SPECIALIZATION:

[1]Civil Appellate Law
[2]Civil Trial Law
[3]Personal Injury Trial Law
†RETIRED

May 11, 2015

Mr. Fred Jackson Via Fax 839 2311
Office of the Jefferson County Judge
1001 Pearl Street
Beaumont, Texas 77701

RE: First Amendment to RV Park Management Agreement

Dear Fred:

Attached is our draft of a First Amendment to RV Park Management Agreement. As you may recall, we represent I-10 R.V., L.L.C., the Lessee under the Original Agreement dated June 19, 2000. This First Amendment is to confirm the changes which, I understand, have been recently negotiated between Jefferson County and I-10 R.V., L.L.C. If you have any questions or desire any changes, please let me know. Otherwise, we look forward to the execution of this First Amendment and the continuation of a mutually beneficial arrangement for management of the RV Park.

Thank you.

Yours truly,

MOORE LANDREY, L.L.P.

Kerwin B. Stone
Email: kstone@moorelandrey.com

KBS/sjm

Enclosure

FIRST AMENDMENT TO RV PARK MANAGEMENT AGREEMENT

This First Amendment to RV Park Management Agreement is dated the ___ day of _____, 2015, by and between Jefferson County, Texas (the "COUNTY"), and I-10 R.V., L.L.C. (Attention: Don McGregor), whose current address is 13322 Alchester Lane, Houston, Texas 77079 ("I-10 R.V."):

WHEREAS, the COUNTY and I-10 R.V. heretofore entered into one certain RV Park Management Agreement dated June 19, 2000 relating to the construction, maintenance, and operation of an RV Park located at the Southeast Texas Entertainment Complex in Jefferson County, Texas (the "Original Agreement"); and

WHEREAS, the beginning date of the Original Agreement was heretofore designated by the COUNTY as being February 1, 2002, per Paragraph 4(a) of the Original Agreement; and

WHEREAS, I-10 R.V. is currently in the first 5-year Extended Term of the Original Agreement; and

WHEREAS, the COUNTY and I-10 R.V. have been engaged in negotiations over the repairs to and maintenance of the RV Park, and over the revenues payable to the COUNTY in the future; and

WHEREAS, the COUNTY and I-10 R.V. have agreed to certain changes to the Original Agreement, which changes will inure to the benefit of both parties;

NOW, THEREFORE, the RV Park Management Agreement dated June 19, 2000 is hereby amended as follows:

1. This First Amendment to RV Park Management Agreement shall become effective upon the execution of this First Amendment by both parties and the return of a fully executed First Amendment to each party.

2. At the time this First Amendment becomes effective, the following shall occur: I-10 R.V. will assume responsibility for all maintenance, including repairs or replacement as necessary, of the infrastructure (including utilities) of the RV Park, which responsibility was previously that of the COUNTY under Paragraph 2(b) of the Original Agreement. I-10 R.V., rather than the COUNTY, will have sole discretion over what repairs to the infrastructure are required. The Percentage Fees payable to the COUNTY under Paragraph 2(a) of the Original Agreement shall remain the same until the end of all option periods under the Original Agreement. At the end of the second 5-year option period granted under Paragraph 4(b) of the Original Agreement, I-10 R.V. shall have the right and option to extend the term of the Original Agreement for one additional 10-year option period, exercisable by I-10 R.V. in the same manner provided in the Original Agreement for exercise of the two 5-year option periods. During the additional 10-year option period, the Percentage Fee payable to

the COUNTY under Paragraph 2(a) of the Original Agreement shall be increased to 12.5% of gross rental revenues up to $500,000.00 per fiscal year, and 25% of all gross rental revenues over $500,000.00 per fiscal year; the percentages of gross sale revenues payable to the COUNTY from the convenience store, game room and vending machines remain as stated in the Original Agreement.

3. Paragraph 9 of the Original Agreement is hereby changed to reflect that notices to I-10 R.V. shall go to Don McGregor, Hospitality Group, Inc., 13322 Alchester Lane, Houston, Texas 77079 with a copy to Ray M. Moore, 1242 Pine Shadows Drive, Sour Lake, Texas 77659.

4. Except as revised hereinabove, the terms of the June 19, 2000 RV Park Management Agreement remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been duly executed by the parties hereto as of the day and year first above written.

JEFFERSON COUNTY, TEXAS

By:_____
Jeff Branick
Jefferson County Judge

I-10 R.V., L.L.C.

By:_____
Signature

_____
Printed Name

Title:_____

APPENDIX H

DEEDS

QB24052.1

DEED OF GIFT

Date: February 8, 2000

Grantors:

Patrick H. Phelan, Individually, **Michael A. Phelan,** Individually, and **Patrick Henry Phelan and Michael Arthur Phelan, as Trustees of the K. E. Phelan Carmody Trust "B", the J. C. Phelan Trust "B", the M. M. Phelan Green Trust "B", the M. E. Phelan McKaughan Trust "B", the C. A. Phelan McMahon Trust "B", the L. H. Phelan Bean Trust "B", the S. A. Phelan Davant Trust "B", the A. M. Phelan, Jr. Trust "B", the P. H. Phelan Trust "B", the M. A. Phelan Trust "B" and the H. D. Phelan Trust "B", all as set forth under Trust Agreement Dated November 16, 1971, and Recorded in Volume 1707, Page 373 of the Deed Records of Jefferson County, Texas**

Grantors' Mailing Address.

P. O. Box 1390
Beaumont, Texas 77704

Grantee:

Jefferson County, Texas

Grantee's Mailing Address:

1149 Pearl Street, 4th Floor
Beaumont, Texas 77701

Consideration:

There is no consideration given to or received by Grantors for the conveyance of the Property made herein and hereby by Grantors to Grantee, this conveyance constituting a gift, contribution and donation of the Property to Grantee for the purpose and with the intent of aiding and assisting Grantee in the development of an entertainment and athletic/sports complex on (or partly on) the Property for the use, benefit and enjoyment of the residents of Southeast Texas and visitors to the area, including enhanced opportunities for the promotion of entertainment and athletic events and the promotion of tourism

Property:

Tract One:

BEING that certain tract or parcel of land out of and part of the Samuel Stivers League, Abstract 51, in Jefferson County, Texas, containing 37.684 acres, more or less, described and designated as Tract One in Exhibit A attached hereto and made a part hereof for all purposes

Tract Two

BEING that certain tract or parcel of land out of and part of the Samuel Stivers League, Abstract 51, in Jefferson County, Texas, containing 12.316 acres, more or less, described and designated as Tract Two in said Exhibit A

Reservation of Minerals; Waiver of Surface Use:

As used in this section with respect to any individual Grantor, the term "successors" includes the heirs, executors, administrators or other legal representatives of such individual Grantor.

Grantors expressly and specifically except from this conveyance and reserve and retain to Grantors and Grantors' successors and assigns all of the oil, gas and other minerals that are in or under the Property or that may be produced from it. If the mineral estate herein reserved is subject to existing production or to an existing oil, gas and mineral lease, the foregoing reservation includes the production, lease and all benefits from it

Grantors, for Grantors and Grantors' successors and assigns, expressly waive, release and relinquish all rights of ingress and egress on, and all rights to use, the surface of the Property, or any part or parts thereof, for exploring or drilling for, developing or producing the oil, gas and other minerals that are in and under the Property or that may be produced from it, except exploration or production of the oil, gas and other minerals by means of slant-hole or directional drilling (from land other than the Property), unitization or pooling, or by any other means or method not involving the use of the surface of the Property, or any part or parts thereof.

Grantors covenant that neither Grantors, nor their successors or assigns, will enter into any oil, gas and mineral lease covering all or any part(s) of the Property unless the mineral lessee expressly covenants and agrees in such lease that it will not use any part or parts of the surface of the Property for exploration, drilling, development or production of the oil, gas and other minerals that are in or under the Property or that may be produced from it.

Reservation of Agricultural Crop Base.

As used in this section with respect to any individual Grantor, the term "successors" includes the heirs, executors, administrators or other legal representatives of such individual Grantor.

Grantors expressly and specifically except from this conveyance and reserve and retain to Grantors and Grantors' successors and assigns all agricultural crop base (production flexibility contract acres) allocated or apportioned to the Property by the United States Department of Agriculture's Farm Service Agency.

Reservation of Access Easements.

As used in this section with respect to any individual Grantor, the term "successors" includes the heirs, executors, administrators or other legal representatives of such individual Grantor.

Grantors expressly and specifically reserve to Grantors, and Grantors' successors and assigns, perpetual, non-exclusive easements for vehicular ingress and egress on, over and across the following tracts or strips of the Property

Access Easement Number One

BEING that certain 1.198 acre access easement described and designated as Access Easement Number One in Exhibit B attached hereto and made a part hereof for all purposes, which easement is and shall remain appurtenant to Grantors' 13.682 acre tract abutting the easement on the north.

Access Easement Number Two:

BEING that certain 80-foot wide (0 551 acre) access easement described and designated as Access Easement Number Two in said Exhibit B, which easement is and shall remain appurtenant to Grantors' 13 682 acre tract abutting the easement on the west and Grantors' 2 066 acre tract abutting the easement on the east

Access Easement Number Three.

BEING that certain 120-foot wide (0.826 acre) access easement described and designated as Access Easement Number Three in said Exhibit B, which easement is and shall remain appurtenant to Grantors' 4.132 acre abutting the easement on the west and Grantors' 9.313 acre tract abutting the easement on the east

The tracts or strips of Property on and over which the perpetual, non-exclusive easements are reserved above are collectively referred to in this section as the "Access Roads". Grantors recognize and acknowledge that the Access Roads may also be utilized by Grantee, and Grantee's successors or assigns, as primary or secondary means of ingress into and egress from the entertainment and athletic/sports complex to be constructed and developed on (or partly on) the Property and that, at certain times (particularly during major entertainment or athletic events, such as the South Texas State Fair and the YMBL Livestock Show and Rodeo, which draw large numbers of visitors), vehicles "stacked" on or in the Access Roads while waiting to enter or exit the complex via the Access Roads may interfere with or impair the ability of Grantors, or Grantors' successors or assigns, to the unrestricted or unimpeded use of the Access Roads for vehicular ingress or egress. Grantors agree and acknowledge that any such incidental interruption or interference is within the contemplation of Grantors and shall not be the basis of, or grounds for, any legal claim or proceeding by Grantors, or Grantors' successors or assigns, against Grantee, or Grantee's successors or assigns.

Other Reservations from or Exceptions to Conveyance and Warranty:

As to Tract Two Only:

1. Right-of-way/easement originally in favor of Sun Pipeline Company as recorded in Vol. 357, Page 599 of the Deed Records of Jefferson County, Texas.

2. Right-of-way/easement originally in favor of Standard Oil and Gas as recorded in Vol 449, Page 62 of the Deed Records of Jefferson County, Texas.

As to Both Tract One and Tract Two

1. Right-of-way/easement originally in favor of the City of Beaumont as recorded in Vol. 1900, Page 227 of the Deed Records of Jefferson County, Texas.

2. Right-of-way/easement originally in favor of Gulf States Utilities Company as recorded under County Clerk's Film Code Number 103-10-1057 in the Official Public Records of Real Property of Jefferson County, Texas

3. All prior reservations, severances and conveyances of oil, gas and other minerals, or royalties in oil, gas and other minerals, presently of record in the office of the County Clerk of Jefferson County, Texas, relating to or affecting the Property, including, without limitation, those set forth in instruments of record in Vol. 1883, Page 323, Vol. 2350, Page 445, Vol 2360, Page 259, and Vol 2363, Page 224, all in the Deed Records of Jefferson County, Texas, and of record under County Clerk's Film Code Numbers 100-06-1009, 100-04-1329, 100-06-0769 and 100-47-1329 and County Clerk's File Number 1999047128, all in the Official Public Records of Real Property of Jefferson County, Texas.

4 Oil, Gas and Liquid Hydrocarbon Lease between the Phelan Trusts "B", et al., as Lessors, and Tesoro E & P Company, L P., as Lessee, as evidenced by Memorandum dated January 20, 1999 and recorded under County Clerk's File Number 1999005700 in the Official Public Records of Real Property of Jefferson County, Texas, as amended, modified and/or clarified by Agreement recorded under County Clerk's File Number 1999047127 in the Official Public Records of Real Property of Jefferson County, Texas

5. Limitations (if any) on access as may arise by virtue of IH-10 being a controlled access highway.

6. All zoning ordinances, building codes and other laws, ordinances, rule and regulations of municipal and/or other governmental authorities, but only to the extent that they are applicable or relate to the Property.

7. All standby fees, taxes and assessments by any taxing authority for the year 2000 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to any change in land usage or ownership.

Restrictive Covenants:

As used in this section with respect to any individual Grantor, the term "successors" includes the heirs, executors, administrators or other legal representatives of such individual Grantor.

Grantors and Grantee acknowledge that Grantee proposes and intends to develop the Property as a part of a full-service "Southeast Texas Entertainment Complex", which is contemplated to include a wide variety of entertainment and athletic/sports facilities, such as (without limitation) a fair ground for the South Texas State Fair, an entertainment amphitheater, a visitor center, a livestock/rodeo arena, softball diamonds and a RV-park. In order to assure Grantors, and Grantors' successors and assigns, that the Property will be used for its intended purposes, Grantors hereby impose the following restrictive or protective covenants (collectively the "Restrictions") on the Property:

(a) The Property will be used solely for the development and operation of an entertainment and athletic/sports complex and for uses normally related to or associated with the "core" operations of an entertainment and athletic/sports complex, such as (by way of example, and not limitation) a fair ground for the South Texas State Fair, an entertainment amphitheater, a dinner theater featuring regular or periodic live entertainment, a visitor center, a livestock/rodeo arena and a RV-park.

(b) For a period of fifteen (15) years from the date of this Deed, Grantee shall not use, or permit the use of, the Property, or any part or parts thereof, for any of the following:

(i) A hotel or motel;

(ii) A convenience store or motor fuel sales facility, except for a convenience store and a retail gasoline sales facility (in combination with a convenience store) located within (or adjacent to), and operated in conjunction with, a RV-park, provided that the RV-park and convenience store are located no nearer than 500 feet to the IH-10 frontage (service) road abutting the Property,

(iii) Except as provided in Subpar (ii) above, a free-standing retail sales facility not directly related to, or operated in conjunction with, the "core"operations of the entertainment and athletic/sports complex,

(iv) A restaurant or "fast food" operation that is part of a national or regional restaurant or "fast food" chain and which is not directly related to, or operated in conjunction with, the "core" operations of the entertainment and athletic/sports complex; or

(v) A free-standing restaurant (not a part of any national or regional restaurant chain) which is not directly related to, or operated in conjunction with, the "core operations of the entertainment and athletic/sports complex and where any part of the parking lot or other component thereof is located within 300 feet of the IH-10 frontage (service) road abutting the Property or within 500 feet of the Brooks Road right-of-way,

provided, however, that the Restrictions set forth in Subpars (i) through and including (v) of this Par. (b) shall not apply to any type of facility owned and sponsored by any nationally recognized entertainer

(c) For a period of thirty (30) years from the date of this Deed, Grantee shall not use, or permit the use of the Property, or any part or parts thereof, for heavy industrial or manufacturing uses or for a prison or prisons

(d) All utility installations within 300 feet of the IH-10 frontage (service) road abutting the Property shall be underground.

(e) All of the Restrictions shall be covenants running with the land, binding on Grantee, and Grantee's successors and assigns, and enforceable by Grantors, and Grantors' successors and assigns.

Right of Reversion·

As used in this section with respect to any individual Grantor, the term "successors" includes the heirs, executors, administrators or other legal representatives of such individual Grantor

As used in this section, the term "Major Component" means and refers to any of the following facilities constructed, or to constructed, in the entertainment and athletic/sports complex referred to above in this Deed· a livestock/rodeo arena, an entertainment amphitheater or the fair grounds complex for the South Texas State Fair.

The Property is given, donated, contributed and conveyed by Grantors to Grantee on the express condition (herein the "Fee Simple Determinable Condition") that by December 31, 2004, there will be substantially completed the construction of at least one Major Component. If the Fee Simple Determinable Condition is not satisfied by December 31, 2004, the Property will automatically revert to and be owned by Grantors, or Grantors' successors or assigns, without the necessity of any further act on the part of Grantors, or Grantors' successors or assigns, other than the filing in the office of the County Clerk of Jefferson County, Texas, during the calendar year ending December 31, 2005, of an affidavit stating that the Fee Simple Determinable Condition has not been satisfied and that the Property has reverted to Grantors, or Grantors' successors or assigns (as the case may be). If, however, the Fee Simple Determinable Condition has not been satisfied by December 31, 2004, and satisfaction of the Fee Simple Determinable Condition is underway and ongoing, but satisfaction of such Fee Simple Determinable Condition has been delayed by matters or causes beyond the reasonable control of the Commissioners Court of Jefferson County, Grantee shall be entitled to an extension of time to effect satisfaction of such Fee Simple Determinable Condition for a period equal to the delay resulting by such matters or causes, but not to exceed 180 days from December 31, 2004. In order to extend the date for satisfaction of such Fee Simple Determinable Condition beyond December 31, 2004, Grantee must give Grantors written notice on or prior to December 31, 2004, setting forth the grounds for its entitlement to such extension and the period of the extension to which it claims entitlement. If Grantee extends the time for satisfaction of such Fee Simple Determinable Condition, in the manner provided above, Grantors' time for filing the above-referenced affidavit shall be extended by a like period of time

Grantors GIVE, DONATE, CONTRIBUTE, GRANT AND CONVEY to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD it to Grantee, and Grantee's successors or assigns, forever, subject, however, to the foregoing (a) Reservation of Minerals; Waiver of Surface Use, (b) Reservation of Agricultural Crop Base, (c) Reservation of Access Easements, (d) Other Reservations from or Exceptions to Conveyance and Warranty, (e) Restrictive Covenants, and (f) Right of Reversion, and to the following Disclaimer and Waiver of Warranties.

Disclaimer and Waiver of Warranties:

The Property is given, donated, contributed, granted and conveyed by Grantors to Grantee and is accepted by Grantee it its present "AS IS" condition, WITH ALL FAULTS AND DEFECTS, and WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, on the part of Grantors, all of which warranties are disclaimed by Grantors and are waived by Grantee Without limitation of the foregoing, GRANTEE ACKNOWLEDGES THAT GRANTORS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE GRANTEE MAY CONDUCT THEREON OR THEREWITH, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATIONS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT GRANTORS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R , PART 261, OR ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTORS

When the context requires, singular nouns and pronouns include the plural, and nouns and pronouns of any gender include all other genders.

Patrick H. Phelan, Individually

Michael A. Phelan, Individually

Patrick Henry Phelan, as Trustee of the K. E. Phelan Carmody Trust "B", the J. C. Phelan Trust "B", the M. M. Phelan Green Trust "B", the M. E. Phelan McKaughan Trust "B", the C. A. Phelan McMahon Trust "B", the L. H. Phelan Bean Trust "B", the S. A. Phelan Davant Trust "B", the A. M. Phelan, Jr. Trust "B", the P. H. Phelan Trust "B", the M. A. Phelan Trust "B" and the H. D. Phelan Trust "B", all as set forth under Trust Agreement Dated November 16, 1971, and Recorded in Volume 1707, Page 373 of the Deed Records of Jefferson County, Texas

Michael Arthur Phelan, as Trustee of the K. E. Phelan Carmody Trust "B", the J. C. Phelan Trust "B", the M. M. Phelan Green Trust "B", the M. E. Phelan McKaughan Trust "B", the C. A. Phelan McMahon Trust "B", the L. H. Phelan Bean Trust "B", the S. A. Phelan Davant Trust "B", the A. M. Phelan, Jr. Trust "B", the P. H. Phelan Trust "B", the M. A. Phelan Trust "B" and the H. D. Phelan Trust "B", all as set forth under Trust Agreement Dated November 16, 1971, and Recorded in Volume 1707, Page 373 of the Deed Records of Jefferson County, Texas

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on Feb. 8, 2000, by **Patrick H. Phelan, individually, Michael A. Phelan, individually, and Patrick Henry Phelan and Michael Arthur Phelan, as Trustees of the K. E. Phelan Carmody Trust "B", the J. C. Phelan Trust "B", the M. M. Phelan Green Trust "B", the M. E. Phelan McKaughan Trust "B", the C. A. Phelan McMahon Trust "B", the L. H. Phelan Bean Trust "B", the S. A. Phelan Davant Trust "B", the A. M. Phelan, Jr. Trust "B", the P. H. Phelan Trust "B", the M. A. Phelan Trust "B" and the H. D. Phelan Trust "B", all as set forth under Trust Agreement Dated November 16, 1971, and Recorded in Volume 1707, Page 373 of the Deed Records of Jefferson County, Texas**

DAN P PHARES
NOTARY PUBLIC
STATE OF TEXAS
My Comm Expires 08-31-2001

Notary Public, State of Texas

EXHIBIT A

Description of Property

Tract One:

BEING a 37.684 acre tract of land in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being a part of that certain 278.47 acre tract conveyed to Patrick Henry Phelan et al by deed recorded on Film Code 105-13-0764 of the Real Property Records of Jefferson County, Texas with said 278 47 acre tract being a part of that certain 1446.89 acre tract conveyed by W. C Tyrrell Trust to J.H Phelan and described as FIRST TRACT in deed recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas, with said 37.684 acre tract being more particularly described by metes and bounds as follows

BEGINNING at a 1 inch iron pipe found for the most northerly corner of Lot 5 of Block 1 of Willow Creek Commercial Park Subdivision as recorded in Volume 12, Page 79 of the Map Records of Jefferson County, Texas;

THENCE South 42°31' 07" West with the northwest line of Lot 5 and Lot 4 of said Block 1 for a distance of 599.73 feet to a 1 inch iron pipe found for the northeasterly corner of Lot 3 of said Block 1;

THENCE South 42° 37' 52" West with the northerly line of said Lot 3 for a distance of 198.29 feet to a 1 inch iron pipe found for the most northeasterly corner of Lot 1 of said Block 1;

THENCE South 42° 45' 06" West with the northerly line of said Lot 1 for a distance of 80.66 feet to a 1/2 inch steel rod with cap set for the northwesterly corner of said Lot 1 in the southerly line of that certain 2.88 acre tract of land conveyed by the State of Texas to Patrick H. Phelan et al in Quitclaim Deed recorded on Film Code 103-02-2341 of the Real Property Records of Jefferson County, Texas;

THENCE with the northwesterly line of said Lot 1 and the southerly line of said 2.88 acre tract and being in a non-tangent curve to the left having a central angle of 6° 30' 22", a radius of 537.73 feet with a long chord of 61 03 feet which bears South 06°57'39" West for a total arc distance of 61.06 feet to a 1/2 inch steel rod with cap set in the existing east right-of-way line of State Highway 364 (Major Drive) for the most southwesterly corner of said 2 88 acre tract,

THENCE North 25° 29' 45" West with the east right-of-way line of State Highway 364 and the westerly line of said 2 88 acre tract for a distance of 124.19 feet to a 1/2 inch steel rod with cap set for corner;

THENCE North 42° 31' 07" East, along a line being parallel to and 80 feet distance from the first course of the herein described tract recited above, for a distance of 626 76 feet to a 1/2 inch steel rod with cap set for corner;

THENCE North 47° 29'55" West for a distance of 244.54 feet to a 1/2 inch steel rod with cap set for corner,

THENCE North 00° 58' 11" East for a distance of 363.87 feet to a 1/2 inch steel rod with cap set for corner;

THENCE North 42° 31' 31" East for a distance of 480.00 feet to a 1/2 inch steel rod with cap set for corner;

THENCE North 47° 28' 29" West for a distance of 500.00 feet to a 1/2 inch steel rod with cap set for corner in the southerly right-of-way line of Interstate Highway 10 and from which a Texas Department of Transportation concrete monument found in said right-of-way line bears South 42° 31' 31" West a distance of 303.48 feet,

THENCE North 42° 31' 31" East with the southerly right-of-way line of Interstate Highway 10 for a distance of 80.00 feet to a 1/2 inch steel rod with cap set for corner;

THENCE South 47° 28' 29" East with a line being perpendicular to said right-of-way line of Interstate Highway 10 for a distance of 300 feet to a 1/2 inch steel rod with cap set for corner;

THENCE North 42° 31' 31" East with a line being parallel with said right-of-way line of Interstate Highway 10 for a distance of 300.00 feet to a 1/2 inch steel rod with cap set for corner;

THENCE North 47° 28' 29" West with a line being perpendicular to said right-of-way line of Interstate Highway 10 for a distance of 300.00 feet to a 1/2 inch steel rod with cap set for corner in said right-of-way line of Interstate Highway 10,

THENCE North 42° 31' 31" East with said right-of-way line of Interstate Highway 10 for a distance of 1406.88 feet to a 1/2 inch steel rod with cap set for corner in the westerly line of that certain 30 foot wide easement conveyed to Mobil Pipeline Company which is recorded in Volume 2280, Page 290 of the Deed Records of Jefferson County, Texas and from which a Texas Department of Transportation concrete monument found for an angle point in said right-of-way line bears North 42° 31' 31" East a distance of 141.09 feet said 1/2 inch steel rod also being a corner of a 171.163 acre tract surveyed this date in conjunction with the herein described 37 684 acre tract;

THENCE with the westerly line of said easement and being the common line between said 171.163 acre tract and the herein described tract, for the following

South 55° 14' 22" East for a distance of 21 39 feet;
South 55° 54' 58" East for a distance of 406.40 feet,
South 55° 29' 57" East for a distance of 77.57 feet;

THENCE South 42° 31' 31" West continuing with said common line and being parallel to and 500 feet perpendicular distance from said right-of-way line of Interstate Highway 10 for a distance of 1199.07 feet to a point for corner;

THENCE South 47° 28' 29" East continuing with said common line and being perpendicular to said right-of-way line of Interstate Highway 10 for a distance of 566 23 feet to a point for corner;

THENCE South 42° 31' 31" West continuing with said common line and being parallel to said right-of-way line of Interstate Highway 10 for a distance of 852 99 feet to a 1/2 inch steel rod with cap set for the most westerly northwest corner of said 171 163 acre tract and from which a 1/2 inch steel rod, found in the northerly right-of-way line of Wespark Drive for the most northeasterly corner of Block 3 of Willow Creek Commercial Park Subdivision, as recorded in Volume 15, Page 299 of the Map Records of Jefferson County, Texas, bears South 47° 29' 00" East a distance of 299.81 feet,

THENCE South 42° 31' 07" West for a distance of 305 14 feet back to the point of beginning and containing 37.684 acres of land.

The bearings recited herein are referenced to the bearing of South 42° 31' 00" West for the easterly line of said Willow Creek Commercial Park and being the easterly line of said 1446 89 acre tract recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas.

Tract Two:

BEING a 12.316 acre tract of land situated in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being a part of that certain 278.47 acre tract conveyed to Patrick Henry Phelan et al by deed recorded on Film Code 105-13-0764 of the Real Property Records of Jefferson County, Texas with said 278.47 acre tract being a part of that certain 1446.89 acre tract conveyed by W C. Tyrrell Trust to J H. Phelan and described as FIRST TRACT in deed recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas, with said 12.316 acre tract being more particularly described by metes and bounds as follows

BEGINNING at 1/2 inch steel rod with cap set in the southerly right-of-way line of Interstate Highway 10, as currently located on the ground, at the intersection with the easterly line of that certain called 12 854 acre drainage easement conveyed to Jefferson County Drainage District No 6 and described as TRACT 5 in deed recorded in Volume 1584, Page 250 of the Deed Records of Jefferson County, Texas and from said 1/2 inch steel rod, a Texas Department of Transportation concrete monument found in said southerly right-of-way line, bears North 42°30'13" East a distance of 479.57 feet;

THENCE North 42°30'13" East with said southerly right-of-way line of Interstate Highway 10, at 479.57 feet pass said found monument and continue on the same bearing for a total distance of 825.77 feet to a 1/2 inch steel rod with cap set for corner and from which a found Texas Department of Transportation concrete monument, bears North 42°30'13" East a distance of 154.37 feet;

THENCE South 47°29'47" East with a line being perpendicular to said right-of-way line of Interstate Highway 10 for a distance of 300.00 feet to a 1/2 inch steel rod with cap set for corner,

THENCE North 42°30'13" East with a line being parallel to said right-of-way line of Interstate Highway 10 for a distance of 600.00 feet to a 1/2 inch steel rod with cap set for corner;

THENCE North 47°29'47" West with a line being perpendicular to said right-of-way line of Interstate Highway 10 for a distance of 300.00 feet to a 1/2 inch steel rod with cap set for corner in said right-of-way line of Interstate Highway 10;

THENCE North 42°30'13" East with said right-of-way line, at 58.33 feet pass a found Texas Department of Transportation concrete monument and continue on the same course for a total distance of 120.00 feet to a 1/2 inch steel rod with cap set for corner,

THENCE South 47°29'47" East with a line being perpendicular to said right-of-way line of Interstate Highway 10 for a distance of 500.00 feet to a 1/2 inch steel rod with cap set for corner in a northerly line of a 171.163 acre tract surveyed this date in conjunction with the herein described 12 316 acre tract;

THENCE South 42°30'13" West the common line between said 171.163 acre tract and the herein described tract and being parallel to and 500 00 feet perpendicular distance from said right-of-way line of Interstate Highway 10 for a distance of 1320 24 feet to a 1/2 inch steel rod with cap set for corner in the easterly line of said drainage easement;

THENCE North 71°46'29" West continuing with said common line and the easterly line of said drainage easement for a distance of 548 51 feet back to the point of beginning and containing 12 316 acres of land.

The bearings recited herein are referenced to the bearing of South 42°31'00" West for the easterly line of said Willow Creek Commercial Park and being the easterly line of said 1446.89 acre tract recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas

EXHIBIT B

Description of Access Easements

Access Easement Number One:

BEING a 1 198 acre access easement situated in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being a part of that certain 278.47 acre tract conveyed to Patrick Henry Phelan et al by deed recorded on Film Code 105-13-0764 of the Real Property Records of Jefferson County, Texas with said 278.47 acre tract being a part of that certain 1446 89 acre tract conveyed by W.C. Tyrrell Trust to J.H. Phelan and described as FIRST TRACT in deed recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas; with said 1.198 acre access easement being more particularly described by metes and bounds as follows.

COMMENCING at a 1 inch iron pipe found for the most northerly corner of Lot 5 of Block 1 of Willow Creek Commercial Park Subdivision as recorded in Volume 12, Page 79 of the Map Records of Jefferson County, Texas;

THENCE South 42°31'07" West with the northwest line of said Lot 5 for a distance of 255.07 feet to the POINT OF BEGINNING of the herein described easement;

THENCE South 42°31'07" West continuing with the northwest line of said Lot 5 and Lot 4 of said Block 1 for a distance of 344.65 feet to a 1 inch iron pipe found for the most northerly corner of Lot 3 of said Block 1;

THENCE South 42°37' 52" West with the northwest line of said Lot 3 for a distance of 198 29 feet to a 1 inch iron pipe found for the most northerly corner of Lot 1 of said Block 1;

THENCE South 42°45' 06" West with the northerly line of said Lot 1 for a distance of 80.66 feet to a point for the most westerly corner of said Lot 1 in the east line of that certain 2.88 acre tract of land conveyed by the State of Texas to Patrick H. Phelan et al by Quitclaim Deed recorded on Film Code 103-02-2341 of the Real Property Records of Jefferson County, Texas,

THENCE with the northwesterly line of said Lot 1 and the east line of said 2 88 acre tract and being in a non-tangent curve to the left having a central angle of 6°30'22", a radius of 537.73 feet with a long chord of 61.03 feet which bears South 06°57'39" West for a total arc distance of 61 06 feet to a point in the existing east right-or-way line of State Highway 364 (Major Drive) for the most southwesterly corner of said 2.88 acre tract,

THENCE North 25°29'45" West with east right-of-way line of State Highway 364 and the westerly line of said 2.88 acre tract for a distance of 124 19 feet to a point for corner,

THENCE North 42°31'07" East for a distance of 626 76 feet to a point for corner,

THENCE South 47°28'53" for a distance of 80 39 feet back to the point of beginning and containing 1.198 acres of land.

The bearings recited herein are referenced to the bearing of South 42°31'00" West for the northerly line of Santa Fe Railroad and being the southerly line of said 1446.89 acre tract recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas

Access Easement Number Two·

BEING a 80 foot wide access easement situated in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being a part of that certain 278 47 acre tract conveyed to Patrick Henry Phelan et al by deed recorded on Film Code 105-13-0764 of the Real Property Records of Jefferson County,

Texas with said 278.47 acre tract being a part of that certain 1446 89 acre tract conveyed by W.C. Tyrrell Trust to J.H. Phelan and described as FIRST TRACT in deed recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas; with said 80 foot wide access easement being more particularly described by metes and bounds as follows.

COMMENCING at a Texas Department of Transportation (TxDOT) concrete monument found at the intersection of the southerly right-of-way line of Interstate Highway 10 and the easterly right-of-way line of the relocated FM Highway 364 (Major Drive) as described by deed recorded in Volume 1201, Page 3 of the Deed Records of Jefferson County, Texas and being the most northwesterly corner of that certain 3 034 acre tract conveyed to Katherine Elizabeth Phelan Carmody et al by deed recorded in Volume 1580, Page 470 of the Deed Records of Jefferson County, Texas;

THENCE with the southerly right-of-way line of Interstate Highway 10 for the following:

North 25°15'20" East, 249.93 feet to a found TxDOT concrete monument;
North 00°58'11" East, 886.43 feet to a found TxDOT concrete monument;
North 21°45'59" East, 120.92 feet to a found TxDOT concrete monument;
North 42°31'31" East, 303.48 feet to the POINT OF BEGINNING of the herein described access easement;

THENCE North 42°31'31" East continuing with the southerly right-of-way line of Interstate Highway 10 for a distance of 80.00 feet to a point for corner and from which a TxDOT concrete monument found for an angle point in said right-of-way, bears North 42°31'31" East a distance of 1847.97 feet;

THENCE South 47°28'29" East for a distance of 300.00 feet to a point for corner;

THENCE South 42°31'31" West for a distance of 80 00 feet to a point for corner;

THENCE North 47°28'29" East for a distance of 300.00 feet back to the point of beginning and containing 0.551 acres of land.

The bearings recited herein are referenced to the bearing of South 42°31'00" West for the northerly line of Santa Fe Railroad and being the east line of said 1446.89 acre tract recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas.

Access Easement Number Three

BEING a 120 foot wide access easement situated in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being a part of that certain 278.47 acre tract conveyed to Patrick Henry Phelan et al by deed recorded on Film Code 105-13-0764 of the Real Property Records of Jefferson County, Texas with said 278 47 acre tract being a part of that certain 1446 89 acre tract conveyed by W.C. Tyrrell Trust to J.H Phelan and described as FIRST TRACT in deed recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas, with said 120 foot wide access easement being more particularly described by metes and bounds as follows

COMMENCING at a point in the southerly right-of-way line of Interstate Highway 10, as currently located on the ground, at its intersection with the easterly line of that certain called 12.854 acre drainage easement conveyed to Jefferson County Drainage District No. 6 and described as TRACT 5 in deed recorded in Volume 1584, Page 250 of the Deed Records of Jefferson County, Texas and from said point, a Texas Department of Transportation (TxDOT) concrete monument found in said southerly right-of-way line, bears North 42°30'13" East a distance of 479 57 feet;

THENCE North 42°30'13" East with said southerly right-of-way line of Interstate Highway 10, at 479.57 feet pass said found monument, at 980 14 feet pass another found TxDOT concrete monument and continue on the same course for a total distance of 1425 77 feet to the POINT OF BEGINNING of the herein described access easement;

THENCE North 42°30'31" East continuing with the easterly right-of-way line of Interstate Highway 10, at 58.33 feet pass a found TxDOT concrete monument and continue on the same course for a total distance of 120.00 feet to a point for corner;

THENCE South 47°29'47" East for a distance of 300 00 feet to a point for corner;

THENCE South 42°30'13" West for a distance of 120 00 feet to a point for corner,

THENCE North 47°29'47" West for a distance of 300.00 feet back to the point of beginning and containing 0.826 acres of land.

The bearings recited herein are referenced to the bearing of South 42°31'00" West for the northerly line of Santa Fe Railroad and being the southerly line of said 1446.89 acre tract recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas

FILED AND RECORDED

Sandy Walker

2000 FEB 08 12:55 PM 2000004839
SANDY WALKER
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

AFTER RECORDING RETURN TO.

Jefferson County
1149 Pearl Street, 4th Floor
Beaumont, Texas 77701
Attention: County Judge

9B24052

SPECIAL WARRANTY DEED

Date: February 8, 2000

Grantors:

Patrick H. Phelan, Individually, **Michael A. Phelan**, Individually, and **Patrick Henry Phelan and Michael Arthur Phelan, as Trustees of the K. E. Phelan Carmody Trust "B", the J. C. Phelan Trust "B", the M. M. Phelan Green Trust "B", the M. E. Phelan McKaughan Trust "B", the C. A. Phelan McMahon Trust "B", the L. H. Phelan Bean Trust "B", the S. A. Phelan Davant Trust "B", the A. M. Phelan, Jr. Trust "B", the P. H. Phelan Trust "B", the M. A. Phelan Trust "B" and the H. D. Phelan Trust "B", all as set forth under Trust Agreement Dated November 16, 1971, and Recorded in Volume 1707, Page 373 of the Deed Records of Jefferson County, Texas**

Grantors' Mailing Address:

P O Box 1390
Beaumont, Texas 77704

Grantee:

Jefferson County, Texas

Grantee's Mailing Address:

1149 Pearl Street, 4th Floor
Beaumont, Texas 77701

Consideration:

Ten and No/100 Dollars ($10.00) cash and other valuable consideration.

Property:

BEING that certain tract or parcel of land out of and a part of the Samuel Stivers League, Abstract 51, in Jefferson County, Texas, containing 171.163 acres, more or less, described in Exhibit A attached hereto and made a part hereof for all purposes.

Reservation of Minerals; Limitation of Surface Use

As used in this section with respect to any individual Grantor, the term "successors" includes the heirs, executors, administrators or other legal representatives of such individual Grantor.

Grantors expressly and specifically except from this conveyance and reserve and retain to Grantors and Grantors' successors and assigns all of the oil, gas and other minerals that are in or under the Property or that may be produced from it If the mineral estate herein reserved is subject to existing production or to an existing oil, gas and mineral lease, the foregoing reservation includes the production, lease and all benefits from it.

Grantors, for Grantors and Grantors' successors and assigns, expressly waive, release and relinquish all rights of ingress and egress on, and all rights to use, the surface of the Property, or any part or parts thereof, for exploring or drilling for, developing or producing the oil, gas and other minerals that are in and under the Property or that may be produced from it, except (a) exploration or production of the oil, gas and other minerals by means of slant-hole or directional drilling (from

land other than the Property), unitization or pooling, or by any other means or method not involving the use of the surface of the Property, or any part or parts thereof, or (b) the utilization of the 4-acre drill site described later in this Deed (the "Drill Site"), the pipeline easement reserved by Grantors later in this Deed, and/or the drill site access (roadway) easement reserved by Grantors later in this Deed.

Grantors covenant that neither Grantors, nor their successors or assigns, will enter into any oil, gas and mineral lease covering all or any part(s) of the Property unless the mineral lessee expressly covenants and agrees in such lease that it will not use any part or parts of the surface of the Property for exploration, drilling, development or production of the oil, gas and other minerals that are in or under the Property or that may be produced from it, except for the Drill Site, the pipeline easement reserved by Grantors later in this Deed, and the drill site access (roadway) easement reserved by Grantors later in this Deed.

Reservation of Use of Drill Site; Reservation of Pipeline Easement and Drill-Site Access Easement:

As used in this section with respect to any individual Grantor or other person, the term "successors" includes the heirs, executors, administrators or other legal representatives of such individual Grantor or other person.

Grantors expressly and specifically reserve to Grantors, the owners of the mineral estate in and under the Property (if other than Grantors), and their respective successors and assigns (including mineral lessees), the right to utilize the Drill Site, which is described in Exhibit C attached hereto and made a part hereof for all purposes, for exploring and drilling for, developing and producing the oil, gas and other minerals that are in or under the Property or that may be produced from it Grantee expressly acknowledges and agrees that the construction of any improvements on the Drill Site shall be at the risk of Grantee, or Grantee's successors or assigns, and that neither Grantors or other mineral owners, nor their respective successors or assigns (including mineral lessees), shall be liable to Grantee, or its successors or assigns, for any damages to any improvements on the Drill Site caused by or resulting from the reasonable use of the surface of the Drill Site for oil, gas and mineral exploration, drilling or production activities.

Grantors expressly and specifically reserve to Grantors, the owners of the mineral estate in and under the Property (if other than Grantors), and their respective successors and assigns (including mineral lessees) the following easements on, over and across the Property:

Pipeline Easement:

BEING a 15-foot wide (0.157 acre) pipeline easement (the "Pipeline Easement") described and designated as Pipeline Easement in said Exhibit C.

Drill Site Access Easement

BEING a 30-foot wide access (roadway) easement (the "Drill Site Access Easement") extending from the Drill Site to the nearest public road lying west or south of that segment of Willow Marsh Bayou crossing the Property. The location of the Drill Site Access Easement shall be designated by recordable written instrument executed by Grantee, or by Grantee's successors or assigns (as the case may be), and delivered to Grantors, or Grantors' successors or assigns (as the case may be), within thirty (30) days of receipt of a written request for the designation of such Drill Site Access Easement

Notwithstanding the foregoing reservation of the Pipeline Easement and the Drill Site Access Easement (collectively the "Reserved Easements"), the Reserved Easements shall be used by Grantors, the owners of the mineral estate in and under the Property (if other than Grantors), or their respective successors or assigns (including mineral lessees), only in the event that Grantors, such mineral owners, or their respective successors or assigns (including mineral lessees), are unable to

obtain satisfactory road access from the Drill Site across the Santa Fe Railroad (formerly Gulf & Interstate Railroad) right-of-way to State Highway 124 and a pipeline crossing across said Santa Fe Railroad right-of-way to State Highway 124 or to an alternate pipeline connection.

Reservation of Agricultural Crop Base:

As used in this section with respect to any individual Grantor, the term "successors" includes the heirs, executors, administrators or other legal representatives of such individual Grantor.

Grantors expressly and specifically except from this conveyance and reserve and retain to Grantors and Grantors' successors and assigns all agricultural crop base (production flexibility contract acres) allocated or apportioned to the Property by the United States Department of Agriculture's Farm Service Agency.

Reservation of Access Easement:

As used in this section with respect to any individual Grantor, the term "successors" includes the heirs, executors, administrators or other legal representatives of such individual Grantor

Grantors expressly and specifically reserve to Grantors, and Grantors' successors and assigns, a perpetual, non-exclusive easement for vehicular ingress and egress on, over and across the following tract or strip of the Property:

Access Easement Number Four:

BEING that certain 60-foot wide (0.728 acre) access easement described and designated as Access Easement in Exhibit B attached hereto and made a part hereof for all purposes, which easement is and shall remain appurtenant to Grantors' 9.313 acre tract abutting the easement on the north.

The tract or strip of Property on and over which the perpetual, non-exclusive easement is reserved above is referred to in this section as the "Access Road" Grantors recognize and acknowledge that the Access Road may also be utilized by Grantee, and Grantee's successors or assigns, as primary or secondary means of ingress into and egress from the entertainment and athletic/sports complex to be constructed and developed on (or partly on) the Property and that, at certain times (particularly during major entertainment or athletic events, such as the South Texas State Fair and the YMBL Livestock Show and Rodeo, which draw large numbers of visitors), vehicles "stacked" on or in the Access Road while waiting to enter or exit the complex via the Access Road may interfere with or impair the ability of Grantors, or Grantors' successors or assigns, to the unrestricted or unimpeded use of the Access Road for vehicular ingress or egress. Grantors agree and acknowledge that any such incidental interruption or interference is within the contemplation of Grantors and shall not be the basis of, or grounds for, any legal claim or proceeding by Grantors, or Grantors' successors or assigns, against Grantee, or Grantee's successors or assigns.

Reservation of Drainage Easement

As used in this section with respect to any individual Grantor or other person, the term "successors" includes the heirs, executors, administrators or other legal representatives of such individual Grantor or other person.

Grantors expressly and specifically reserve to Grantors, the owners of the lots or blocks in Willow Creek Commercial Park (the "Subdivision"), and their respective successors and assigns, a drainage easement (the "Drainage Easement") along and adjacent to the southerly boundary of the Property, which is also the northerly line of the Santa Fe Railroad (formerly Gulf & Interstate

Railroad) right-of-way, extending from the easterly line of Block 3 of the Subdivision to Willow Marsh Bayou. The Drainage Easement is ten feet (10') either side of the centerline of the existing drainage ditch which extends the length of the Drainage Easement and provides drainage for the Subdivision. Grantors further reserve to Grantors, the owners of the lots or block in the Subdivision, and their respective successors and assigns, the right to enter in and on the Drainage Easement for the purpose of maintaining the drainage ditch existing in the Drainage Easement. Neither Grantee, nor its successors or assigns, shall fill in, construct improvements in, or take or permit any activities which will block, obstruct or impair the drainage of the lots or blocks in the Subdivision through the existing drainage ditch within the Drainage Easement. However, Grantee, or its successors or assigns, may realign or relocate the drainage ditch, or encase it in pipe, provided, in each or any such event, the drainage of the lots or blocks in the Subdivision is not impaired thereby. Upon any such realignment or relocation, the Drainage Easement reserved herein shall be automatically relocated so as to follow such realigned or relocated drainage ditch (or, if encased in pipe, the drainage line) and shall be ten feet (10') either side of the centerline of the realigned or relocated drainage ditch or drainage line.

Other Reservations from or Exceptions to Conveyance and Warranty:

1. All prior reservations, severances and conveyances of oil, gas and other minerals, or royalties in oil, gas and other minerals, presently of record in the office of the County Clerk of Jefferson County, Texas, relating to or affecting the Property, including, without limitation, those set forth in instruments of record in Vol. 1883, Page 323, Vol. 2350, Page 445, Vol. 2360, Page 259, and Vol. 2363, Page 224, all in the Deed Records of Jefferson County, Texas, and of record under County Clerk's Film Code Numbers 100-06-1009, 100-04-1329, 100-06-0769 and 100-47-1329 and County Clerk's File Number 1999047128, all in the Official Public Records of Real Property of Jefferson County, Texas.

2. Oil, Gas and Liquid Hydrocarbon Lease between the Phelan Trusts "B", et al., as Lessors, and Tesoro E & P Company, L P , as Lessee, as evidenced by Memorandum dated January 20, 1999 and recorded under County Clerk's File Number 1999005700 in the Official Public Records of Real Property of Jefferson County, Texas, as amended, modified and/or clarified by Agreement recorded under County Clerk's File Number 1999047127 in the Official Public Records of Real Property of Jefferson County, Texas

3. Right-of-way easement originally in favor of Jefferson County Drainage District No. 6 as recorded in Vol. 1584, Page 250 of the Deed Records of Jefferson County, Texas.

4. Right-of-way/easement originally in favor of Sun Pipeline Company as recorded in Vol 357, Page 599 of the Deed Records of Jefferson County, Texas.

5. Right-of-way/easement originally in favor of Standard Oil and Gas as recorded in Vol. 449, Page 62 of the Deed Records of Jefferson County, Texas.

6. Right-of-way/easement originally in favor of Gulf States Utilities Company as recorded under County Clerk's Film Code Number 103-10-1057 in the Official Public Records of Real Property of Jefferson County, Texas.

7 Right-of-way/easement originally in favor of Mobil Pipeline Company as recorded in Vol. 2280, Page 290 of the Deed Records of Jefferson County, Texas

8. Right-of-way/easement originally in favor of Mobil Pipeline Company as recorded in Vol. 1694, Page 362 of the Deed Records of Jefferson County, Texas.

9 Right-of-way/easement originally in favor of Mobil Pipeline Company as recorded in Vol. 1665, Page 374 of the Deed Records of Jefferson County, Texas.

10. Right-of-way/easement originally in favor of Houston Pipeline Company as recorded in Vol. 1513, Page 121, and Vol. 1513, Page 128 of the Deed Records of Jefferson County, Texas.

11. Right-of-way/easement originally in favor of Houston Pipeline Company as recorded in Vol 1182, Page 311, and Vol. 1182, Page 318, both in the Deed Records of Jefferson County, Texas.

12. Right-of-way/easement originally in favor of Texas Company as recorded in Vol 361, Page 202 of the Deed Records of Jefferson County, Texas.

13. Right-of-way/easement originally in favor of Texas Pipeline Company as recorded in Vol. 1887, Page 370 of the Deed Records of Jefferson County, Texas.

14. Right-of-way/easement originally in favor of Texas Pipeline Company as recorded in Vol 1869, Page 353 of the Deed Records of Jefferson County, Texas.

15. Right-of-way/easement originally in favor of Texas Company as recorded in Vol 886, Page 495 of the Deed Records of Jefferson County, Texas.

16. Right-of-way/easement originally in favor of the City of Beaumont as recorded in Vol 1900, Page 227 of the Deed Records of Jefferson County, Texas.

17. Right-of-way/easement originally in favor of Service Pipeline Company as recorded in Vol. 1301, Page 531 of the Deed Records of Jefferson County, Texas.

18. Right-of-way/easement originally in favor of Mobil Oil Corporation as recorded in Vol 2255, Page 85 of the Deed Records of Jefferson County, Texas.

19. Limitations (if any) on access as may arise by virtue of IH-10 being a controlled access highway.

20. All zoning ordinances, building codes and other laws, ordinances, rule and regulations of municipal and/or other governmental authorities, but only to the extent that they are applicable or relate to the Property

21. All standby fees, taxes and assessments by any taxing authority for the year 2000 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to any change in land usage or ownership.

Restrictive Covenants

As used in this section with respect to any individual Grantor, the term "successors" includes the heirs, executors, administrators or other legal representatives of such individual Grantor.

Grantors and Grantee acknowledge that Grantee proposes and intends to develop the Property as a part of a full-service "Southeast Texas Entertainment Complex", which is contemplated to include a wide variety of entertainment and athletic/sports facilities, such as (without limitation) a fair ground for the South Texas State Fair, an entertainment amphitheater, a visitor center, a livestock/rodeo arena, softball diamonds and a RV-park Grantors hereby impose the following restrictive or protective covenant (the "Restrictions") on the Property:

(a) For a period of thirty (30) years from the date of this Deed, Grantee shall not use, or permit the use of the Property, or any part or parts thereof, for heavy industrial or manufacturing uses or for a prison or prisons.

(b) All utility installations within 300 feet of the IH-10 frontage (service) road abutting the Property shall be underground.

(c) The Restrictions shall be covenants running with the land, binding on Grantee, and Grantee's successors and assigns, and enforceable by Grantors, and Grantors' successors and assigns.

Right of Repurchase:

As used in this section with respect to any individual Grantor, the term "successors" includes the heirs, executors, administrators or other legal representatives of such individual Grantor. Further, as used in this section, the term "Grantors" includes Grantors' successors and assigns.

As used in this section, the term "Major Component" means and refers to any of the following facilities constructed, or to constructed, in the entertainment and athletic/sports complex to be developed, in part, on the Property a livestock/rodeo arena, an entertainment amphitheater or the fair grounds complex for the South Texas State Fair

In the event that Grantee fails to effect substantial completion of the construction of at least one Major Component by December 31, 2004, Grantors shall have the right and option to repurchase the Property for a sum equal to the aggregate of (a) the amount of the Sales Price actually paid by Grantee to Grantors for the Property, and (b) interest on the amount of such Sales Price at the rate of ten percent (10%) per annum, compounded annually, from the date of the conveyance of the Property by Grantors to Grantee until the date of closing of such repurchase Grantors' right and option to repurchase the Property shall be subject to exercise only by written notice given to Grantee during the calendar ending December 31, 2005. If, however, construction of at least one Major Component is under way and ongoing on December 31, 2004, but substantial completion of that Major Component has been delayed by matters or causes beyond the reasonable control of the Commissioners Court of Jefferson County, Grantee shall be entitled to an extension of time to effect substantial completion of the Major Component for a period equal to the delay resulting by such matters or causes, but not to exceed 180 days from December 31, 2004. In order to extend the date for substantial completion of the Major Component beyond December 31, 2004, Grantee must give Grantors written notice on or prior to December 31, 2004, setting forth the grounds for its entitlement to such extension and the period of the extension to which it claims entitlement. If Grantee extends the time for substantial completion of a Major Component, in the manner provided above, Grantors' time for exercising Grantors' right and option to repurchase the Property shall be extended by a like period of time.

If Grantors timely and properly exercises Grantors' right and option to repurchase the Property, the closing of the repurchase shall be held at the offices of Beaumont Title Company, 2050 North 11th Street, Beaumont, Texas 77703, within thirty (30) days of Grantors' exercise of Grantors' repurchase right and option At the closing of such repurchase, (a) Grantors shall pay to Grantee, in cash or by certified check or wire transfer, the repurchase price for the Property, and (b) Grantee shall convey the Property to Grantors (or to Grantors' successors or assigns, as designated and

identified in Grantors' written notice of exercise of the repurchase right and option) by special warranty deed, subject only to (i) any exceptions to warranty and reservations contained in this Deed (other than the Restrictions contained herein) and (ii) any easements, rights-of-way or similar grants or conveyances made by Grantee after its acquisition of the Property which have been previously approved in writing by Grantors or in which Grantors have joined with Grantee to evidence Grantors' consent and approval thereof.

For the Consideration and subject to the foregoing (a) Reservation of Minerals; Limitation on Surface Use, (b) Reservation of Use of Drill Site; Reservation of Pipeline Easement and Drill-Site Access Easement, (c) Reservation of Agricultural Crop Base, (d) Reservation of Access Easement, (e) Reservation of Drainage Easement, (f) Other Reservations from and Exceptions to Conveyance and Warranty, (g) Restrictive Covenants, and (h) Right of Repurchase, and to the following Disclaimer and Waiver of Warranties, Grantors GRANT, SELL AND CONVEY to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD it to Grantee, and Grantee's successors or assigns, forever.

Grantors bind Grantors, and Grantors' heirs, executors, administrators, other legal representatives and successors, to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantors, but not otherwise, subject, however, to the foregoing (a) Reservation of Minerals; Limitation on Surface Use, (b) Reservation of Use of Drill Site; Reservation of Pipeline Easement and Drill-Site Access Easement, (c) Reservation of Agricultural Crop Base, (d Reservation of Access Easement, (e) Reservation of Drainage Easement, (f) Other Reservations from and Exceptions to Conveyance and Warranty, (g) Restrictive Covenants, and (h) Right of Repurchase, and to the following Disclaimer and Waiver of Warranties.

Disclaimer and Waiver of Warranties

The Property is granted, sold and conveyed by Grantors to Grantee and is accepted by Grantee in its present "AS IS" condition, WITH ALL FAULTS AND DEFECTS, and WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, on the part of Grantors (except for Grantors' special warranty of title set forth above), all of which warranties are disclaimed by Grantors and are waived by Grantee. Without limitation of the foregoing, and except for Grantors' special warranty of title set forth above, GRANTEE ACKNOWLEDGES THAT GRANTORS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE GRANTEE MAY CONDUCT THEREON OR THEREWITH, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATIONS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT GRANTORS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING

BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTORS.

When the context requires, singular nouns and pronouns include the plural, and nouns and pronouns of any gender include all other genders.

Patrick H. Phelan, Individually

Michael A. Phelan, Individually

Patrick Henry Phelan, as Trustee of the K. E. Phelan Carmody Trust "B", the J. C. Phelan Trust "B", the M. M. Phelan Green Trust "B", the M. E. Phelan McKaughan Trust "B", the C. A. Phelan McMahon Trust "B", the L. H. Phelan Bean Trust "B", the S. A. Phelan Davant Trust "B", the A. M. Phelan, Jr. Trust "B", the P. H. Phelan Trust "B", the M. A. Phelan Trust "B" and the H. D. Phelan Trust "B", all as set forth under Trust Agreement Dated November 16, 1971, and Recorded in Volume 1707, Page 373 of the Deed Records of Jefferson County, Texas

Michael Arthur Phelan, as Trustee of the K. E. Phelan Carmody Trust "B", the J. C. Phelan Trust "B", the M. M. Phelan Green Trust "B", the M. E. Phelan McKaughan Trust "B", the C. A. Phelan McMahon Trust "B", the L. H. Phelan Bean Trust "B", the S. A. Phelan Davant Trust "B", the A. M. Phelan, Jr. Trust "B", the P. H. Phelan Trust "B", the M. A. Phelan Trust "B" and the H. D. Phelan Trust "B", all as set forth under Trust Agreement Dated November 16, 1971, and Recorded in Volume 1707, Page 373 of the Deed Records of Jefferson County, Texas

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on Feb. 8, 2000, by **Patrick H. Phelan**, individually, **Michael A. Phelan**, individually, and **Patrick Henry Phelan and Michael Arthur Phelan, as Trustees of the K. E. Phelan Carmody Trust "B", the J. C. Phelan Trust "B", the M. M. Phelan Green Trust "B", the M. E. Phelan McKaughan Trust "B", the C. A. Phelan McMahon Trust "B", the L. H. Phelan Bean Trust "B", the S. A. Phelan Davant Trust "B", the A. M. Phelan, Jr. Trust "B", the P. H. Phelan Trust "B", the M. A. Phelan Trust "B" and the H. D. Phelan Trust "B", all as set forth under Trust Agreement Dated November 16, 1971, and Recorded in Volume 1707, Page 373 of the Deed Records of Jefferson County, Texas.**

Notary Public, State of Texas

DAN P PHARES
NOTARY PUBLIC
STATE OF TEXAS
My Comm Expires 08-31-2001

EXHIBIT A

Description of Property

BEING a 171.163 acre tract of land situated in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being a part of that certain 278.47 acre tract conveyed to Patrick Henry Phelan et al by deed recorded on Film Code 105-13-0764 of the Real Property Records of Jefferson County, Texas with said 278.47 acre tract being a part of that certain 1446.89 acre tract conveyed by W C. Tyrrell Trust to J.H. Phelan and described as FIRST TRACT in deed recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas, with said 171.163 acre tract being more particularly described by metes and bounds as follows.

BEGINNING at a 1/2 inch steel rod found in the northerly right-of-way line of Wespark Drive, a sixty foot wide right-of-way, for the most northeasterly corner of Block 3 of Willow Creek Commercial Park Subdivision, plat of which is recorded in Volume 15, Page 299 of the Map Records of Jefferson County, Texas from which a 1/2 inch steel rod found in said right-of-way line of Wespark Drive for the most southeasterly corner of Lot 5 of Block 1 of Willow Creek Commercial Park Subdivision, plat of which is recorded in Volume 12, Page 79 of the Map Records of Jefferson County Texas, bears South 42° 30' 13" West a distance of 305.06 feet;

THENCE North 47° 29' 00" West for a distance of 299.81 feet to a 1/2 inch steel rod with cap set for corner in the southerly line of a 37.684 acre tract surveyed this date in conjunction with the herein described 171.163 acre tract and from a 1 inch iron pipe found in said southerly line for the most northeasterly corner of said Lot 5 bears South 42° 31' 07" West a distance of 305.14 feet;

THENCE North 42° 31' 31" East with the common line between said 37.684 acre tract and the herein described tract for a distance of 852.99 feet to a point for corner;

THENCE North 47° 28' 29" West continuing with said common line for a distance of 566.23 feet to a point for corner;

THENCE North 42° 31' 31" East continuing with said common line for a distance of 1199.07 feet to a point for corner in the westerly line of that certain 30 foot wide easement conveyed to Mobil Pipeline Company which is recorded in Volume 2280, Page 290 of the Deed Records of Jefferson County, Texas,

THENCE continuing with said common line and westerly line of said easement for the following:

North 55° 29' 57" West for a distance of 77 57 feet,
North 55° 54' 58" West for a distance of 406 40 feet,
North 55° 14' 22" West for a distance of 21.39 feet to a 1/2 inch steel rod with cap set in the southerly right-of-way line of Interstate Highway 10, as currently located on the ground, and from which a Texas Department of Transportation concrete monument found for an angle point of said right-of-way bears South 42° 31' 31" West a distance of 2090.36 feet;

THENCE North 42° 31' 31" East with said right-of-way line of Interstate Highway 10 for a distance of 141 09 feet to a Texas Department of Transportation concrete monument found for an angle point in said right-of-way line;

THENCE South 55° 52' 14" East continuing with said right-of-way line for a distance of 26.19 feet to a 1/2 inch steel rod with cap set for corner,

THENCE North 42° 30' 13" East continuing with said right-of-way line, at 17.03 feet pass a found Texas Department of Transportation concrete monument and continue on the same course for a total distance of 266.31 feet to a 1/2 inch steel rod with cap set for corner;

THENCE continuing with said right-of-way line for the following:

North 45° 21' 59" East for a distance of 100 12 feet to a 1/2 inch steel rod with cap set for corner;
North 42° 30' 13" East for a distance of 200.00 feet to a 1/2 inch steel rod with cap set for corner;
North 39° 38' 28" East for a distance of 100.12 feet to a 1/2 inch steel rod with cap set for corner;
North 42° 30' 13" East for a distance of 6.36 feet to a 1/2 inch steel rod with cap set in the easterly line of a called 12.854 acre drainage easement conveyed to Jefferson County Drainage District No. 6 and described as TRACT 5 in deed recorded in Volume 1584, Page 250 of the Deed Records of Jefferson County, Texas and from which a Texas Department of Transportation concrete monument, found in said right-of-way line of Interstate Highway 10, bears North 42° 32' 13" East a distance of 479 57 feet said 1/2 inch steel rod being the northwesterly corner of a 12 316 acre tract surveyed this date in conjunction with the herein described 171.163 acre tract;

THENCE South 71° 46' 29" East with the common line between said 12.316 acre tract and the herein described tract and the north line of said drainage easement for a distance of 548.51 feet to a point for corner;

THENCE North 42° 30' 13" East continuing with said common line and being parallel to and 500.00 feet distance from said right-of-way line of Interstate Highway 10, at 1320.24 feet pass a 1/2 inch steel rod with cap set for the southeasterly corner of said 12.316 acre tract and continue on the same course for a distance of 1556 43 feet to a 1/2 inch steel rod with cap set for corner;

THENCE South 68° 35' 44" East for a distance of 372 00 feet to a 1/2 inch steel rod with cap set for corner;

THENCE North 42° 31' 00" East for a distance of 528.52 feet to a 1/2 inch steel rod with cap set in the westerly line of a public roadway known as Brooks Road and from which a Texas Department of Transportation concrete monument, found at the intersection of the westerly line of Brooks Road and the southerly line of Interstate Highway 10, bears North 68° 35' 44" West for a distance of 331.27 feet;

THENCE South 68° 35' 44" East with the westerly line of Brooks Road for a distance of 850.59 feet to a 1/2 inch steel rod with cap set for corner and from which a 1 inch iron pipe found in said westerly line, at a fence corner post, bears South 68° 35' 44" East for a distance of 306.72 feet;

THENCE South 42° 31' 00" West for a distance of 445.93 feet to a 1/2 inch steel rod with cap set for corner;

THENCE South 68° 35' 44" East for a distance of 321 59 feet to a 1/2 inch steel rod with cap set in the northerly line of the Santa Fe Railroad (formerly Gulf & Interstate RR) 100 foot wide right-of-way and from which a 3/4 inch iron pipe found in said west line for the most easterly corner of said 1446.89 acre tract, bears North 42° 31' 00" East a distance of 4531.63 feet,

THENCE South 42° 31' 00" West with the northerly line of said railroad for a distance of 5217.45 feet to a 1/2 inch steel rod with cap set for the most easterly corner of Lot 1 of said Block 3 of Willow Creek Commercial Park Subdivision and from which a 1 inch iron pipe, found at the intersection of the northerly line of said railroad and the easterly right-of-way line of State Highway FM 364 (Major Drive), bears South 42° 31' 00" West a distance of 1542.08 feet;

THENCE North 47° 29' 00" West with the easterly line of said Block 3 for a distance of 600.14 feet back to the point of beginning and containing 171.163 acres of land.

The bearings recited herein are referenced to the bearing of South 42° 31' 00" West for the west line of Santa Fe Railroad and being the east line of said 1446.89 acre tract recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas.

EXHIBIT B

Description of Access Easement Number Four

BEING a 60 foot wide access easement situated in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being a part of that certain 278 47 acre tract conveyed to Patrick Henry Phelan et al by deed recorded on Film Code 105-13-0764 of the Real Property Records of Jefferson County, Texas with said 278 47 acre tract being a part of that certain 1446 89 acre tract conveyed by W.C. Tyrrell Trust to J.H. Phelan and described as FIRST TRACT in deed recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas, with said 60 foot wide access easement being more particularly described by metes and bounds as follows:

COMMENCING at a point at the intersection of the northerly line of the Santa Fe Railroad (formerly Gulf & Interstate R.R.) 100 foot wide right-of-way and the westerly line of a public roadway known as Brooks Road and from which a 3/4 inch iron pipe found in the northerly line of said railroad for the most easterly corner of said 1446.89 acre tract bears North 42°31'00" East a distance of 4085 70 feet,

THENCE North 68°35'44" West with westerly line of Brooks Road for a distance of 1107.86 feet to the POINT OF BEGINNING of the herein described access easement,

THENCE North 68°35'44" West continuing with the westerly line of Brooks Road for a distance of 64.32 feet to a point for corner and from which a Texas Department of Transportation concrete monument found at the intersection of the westerly line of Brooks Road and the southerly right-of-way line of Interstate Highway 10 bears North 68°35'44" West a distance of 331.27 feet;

THENCE South 42°31'00" West for a distance of 528.52 feet to a point for corner;

THENCE South 68°35'44" East along a line being parallel to the westerly line of Brooks Road for a distance of 64.32 feet to a point for corner;

THENCE North 42°31'00" East for a distance of 528.52 feet back to the point of beginning and containing 0.728 acres of land.

The bearings recited herein are referenced to the bearing of South 42°31'00" West for the northerly line of Santa Fe Railroad and being the east line of said 1446.89 acre tract recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas.

EXHIBIT C

Description of Drill Site:

BEING a 4.00 acre parcel of land situated in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being a part of that certain 278.47 acre tract conveyed to Patrick Henry Phelan et al by deed recorded on Film Code 105-13-0764 of the Real Property Records of Jefferson County, Texas with said 278.47 acre tract being a part of that certain 1446.89 acre tract described as FIRST TRACT in deed recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas; said 4.00 acres being more particularly described by metes and bounds as follows

COMMENCING at a 1 inch galvanized pipe found in the southerly line of said 1446.89 acre tract at the intersection of the northerly right-of-way line of the Santa Fe Railroad 100 feet wide right-of-way with the easterly right-of-way line of State Highway F. M. 364 (Major Drive) and being the southwest corner of said 278.47 acre tract and also being the most southwest corner of Willow Creek Commercial Park Subdivision as recorded in Volume 12, Page 79 of the Map Records of Jefferson County, Texas;

THENCE North 42°31'00" East with the southerly line of said 287.47 acre and 1446.89 acre tracts and being the northerly right-of-way line of said Santa Fe Railroad for a distance of 4233 19 feet to a point for the southwest corner and POINT OF BEGINNING of the herein described parcel;

THENCE North 47°29'00" West with a line being perpendicular with said railroad right-of-way for a distance of 450.00 feet to a point for the northwest corner of the herein described parcel,

THENCE North 42°31'00" East with a line being parallel to and 450 00 feet distance from said railroad right-of-way line for a distance of 372 48 feet to a point in the westerly line of that certain tract, described as TRACT 5, which was conveyed to Jefferson County Drainage District No. 6 by deed recorded in Volume 1584, Page 250 of the Deed Records of Jefferson County, Texas for the northeast corner of the herein described parcel,

THENCE South 51°13'29" East with the westerly line of said TRACT 5 for a distance of 450.96 feet to a point in the northerly right-of-way line of said Santa Fe Railroad for the southeast corner of the herein described parcel;

THENCE South 42°31'00" West with said railroad right-of-way line for a distance of 401.91 feet back to the point of beginning and containing 4.00 acres of land.

The bearings recited herein are referenced to the bearing of South 42°31'00" West for the southerly line of said Willow Creek Commercial Park Subdivision and being the southerly line of said 1446.89 acre tract recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas.

Description of Pipeline Easement:

BEING a 15 foot wide pipeline easement situated in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being over, across and under a portion of that certain 278 47 acre tract conveyed to Patrick Henry Phelan et al by deed recorded on Film Code 105-13-0764 of the Real Property Records of Jefferson County, Texas with said 278.47 acre tract being a part of that certain 1446.89 acre tract described as FIRST TRACT in deed recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas; with said easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch galvanized pipe found in the southerly line of said 1446.89 acre tract, at the intersection of the northerly right-of-way line of the Santa Fe Railroad 100 foot wide right-of-way with the easterly right-of-way line of State Highway F. M. 364 (Major Drive) and being the southwest corner of said 278.47 acre tract and the most southerly corner of Willow Creek Commercial Park Subdivision as recorded in Volume 12, Page 79 of the Map Records of Jefferson County, Texas;

THENCE North 42°31'00" East with the southerly line of said 287.47 acre and 1446.89 acre tracts, and being the northerly right-of-way line of said Santa Fe Railroad, for a distance of 3777.31 feet to a point in the westerly line of that certain 30 foot wide easement conveyed to Mobil Pipeline Company in deed recorded in Volume 2280, Page 290 of the Deed Records of Jefferson County, Texas and being the POINT OF BEGINNING of the herein described easement;

THENCE North 52°50'40" West with the westerly line of said 30 foot easement for a distance of 15.06 feet to a point for corner;

THENCE North 42°31'00" East with a line being parallel to and 15 feet distance from the northerly right-of-way line of said Santa Fe Railroad for a distance of 457.34 feet to a point for corner in the westerly line of a 4.00 acre drill site;

THENCE South 47°29'00" East with the westerly line of said 4.00 acre drill site for a distance of 15.00 feet to a point for corner in the northerly right-of-way line of said Santa Fe Railroad;

THENCE South 42°31'00" West with said railroad right-of-way line for a distance of 455.89 feet back to the point of beginning and containing 0.157 acres of land

The bearings recited herein are referenced to the bearing of South 42°31'00" West for the southerly line of said Willow Creek Commercial Park Subdivision and being the southerly line of said 1446.89 acre tract recorded in Volume 384, Page 257 of the Deed Records of Jefferson County, Texas.

FILED AND RECORDED

Sandy Walker

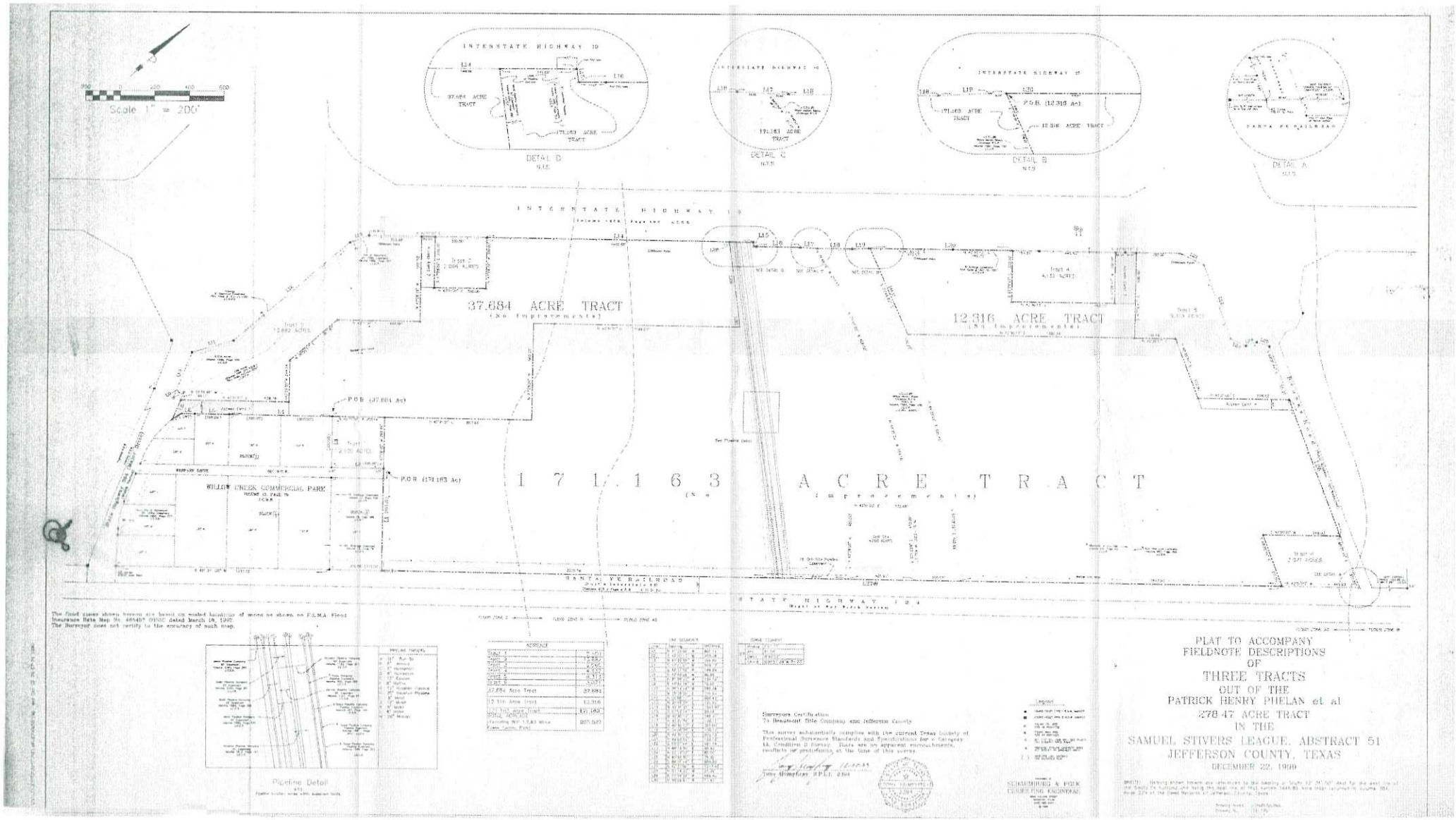
2000 FEB 08 12:55 PM 2000004838
SANDY WALKER
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

AFTER RECORDING RETURN TO:

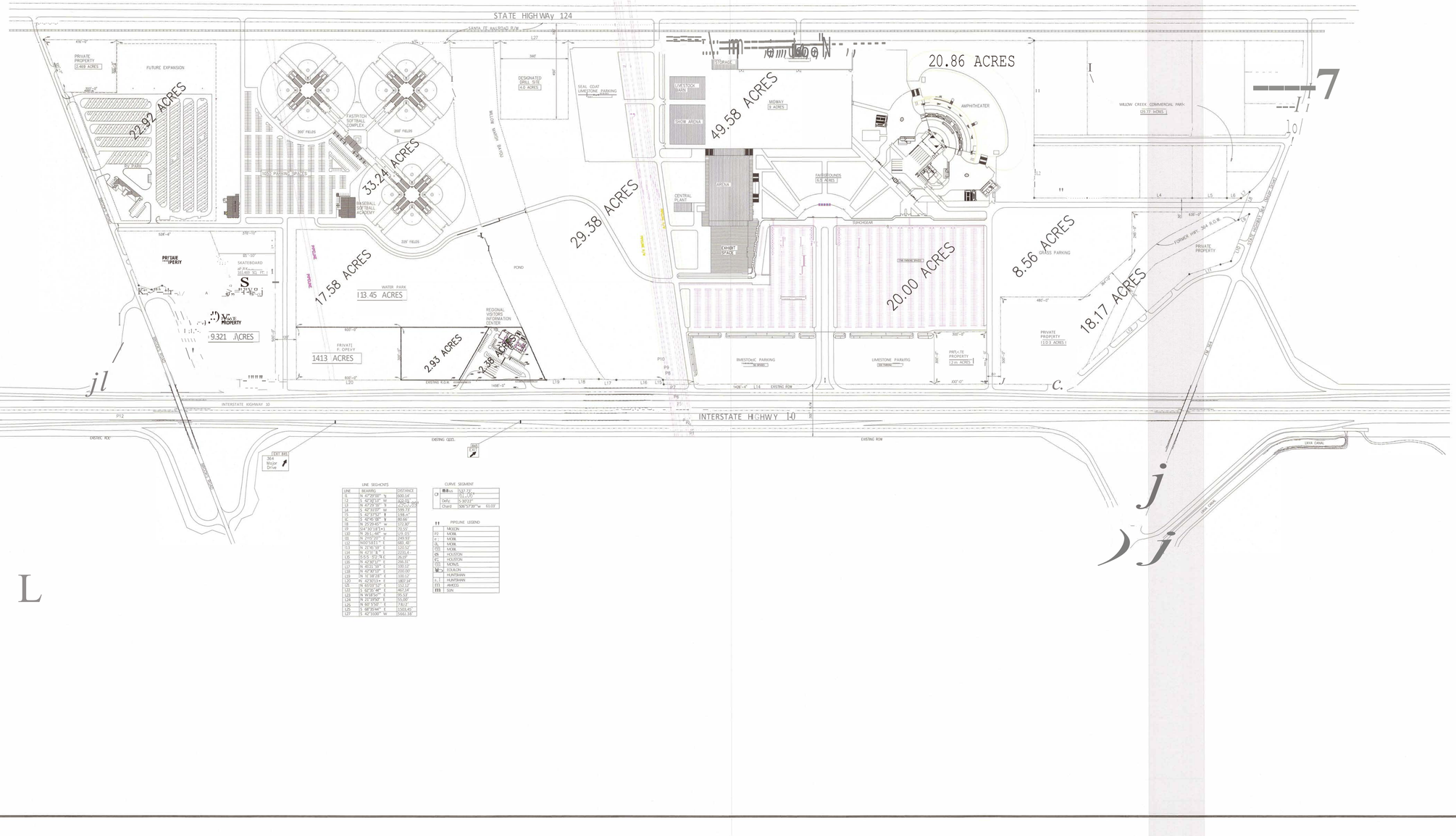
Jefferson County
1149 Pearl Street, 4th Floor
Beaumont, Texas 77701
Attention: County Judge

APPENDIX I

SURVEY, SITE PLANS, AND AERIALS



Scale 1" = 200'
INTERSTATE HIGHWAY 10
DETAIL D
DETAIL C
DETAIL B
DETAIL A
P.O.B. (12.316 Ac)
171.163 ACRE TRACT
12.316 ACRE TRACT
37.684 ACRE TRACT
(No Improvements)
P.O.B. (37.684 Ac)
P.O.B. (171.163 Ac)
WILLOW CREEK COMMERCIAL PARK
171.163 ACRE TRACT
(No Improvements)
SANTA FE RAILROAD
STATE HIGHWAY 124
The flood zones shown hereon are based on scaled locations of zones as shown on F.S.M.A. Flood Insurance Rate Map No. 485457 0050C dated March 18, 1992.
The Surveyor does not certify to the accuracy of such map.
Pipeline Detail
Surveyors Certification
To Headmont Title Company and Jefferson County
This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition 2 Survey. There are no apparent encroachments, conflicts or protrusions at the time of this survey.
Tony Humphrey, R.P.L.S. 2394
SCHAUMBURG & POLK CONSULTING ENGINEERS
PLAT TO ACCOMPANY
FIELDNOTE DESCRIPTIONS
OF
THREE TRACTS
OUT OF THE
PATRICK HENRY PHELAN et al
278.47 ACRE TRACT
IN THE
SAMUEL STIVERS LEAGUE, ABSTRACT 51
JEFFERSON COUNTY, TEXAS
DECEMBER 22, 1999



LINE SEGMENTS

LINE	BEARING	DISTANCE
l1	N 47°29'10" W	660.14'
l2	S 42°30'13" W	868.04'
l3	N 47°29'00" W	2507.53'
l4	S 42°31'07" W	599.73'
l5	S 42°31'52" W	198.47'
l6	S 42°45'06" W	80.66'
l7	N 25°29'45" W	117.30'
l9	S14°30'18"W	70.55'
l10	N 26°1.48" W	109.55'
l11	N 2°5'7.07" E	249.93'
l12	N00°58'31" E	685.40'
l13	N 31°45'59" E	120.52'
l14	N 42°31'52" E	237.8'
l15	N 42°30'13" E	2640.11'
l16	N 42°45'06" E	80.66'
l17	N 49°0'59" E	100.13'
l18	N 42°30'13" E	200.00'
l19	N 1° 18'.18" E	100.13'
l20	N 42°30'13.5 E	1807.18'
l21	N 69°03'52" E	152.13'
l22	S 60°35'48" E	467.14'
l23	N 89°35'50" E	99.53'
l24	N 21°19'00" E	55.00'
l25	N 60°0'50" E	73.12'
l26	S 48°35'44" E	1503.45'
l27	S 42°31'00" W	5566.38'

CURVE SEGMENT

C#	C1
Delta	52°.23'. 01°.05'.1"
Delta	5-30'23"
Chord	306°57'.89" W 63.09'

PIPELINE LEGEND

P2	MOBIL
P	MOBIL
PL	MOBIL
TES	MOBIL
ES	HOUSTON
EC	HOUSTON
TES	MOTALS
	EQUILON
	HUNTSMAN
	HUNTSMAN
ITS	AMOCO
ITS	SUN

L

Magnuson Architects, Inc.
Mark O. Magnuson, A.I.A.
Philip R. Long, A.I.A.
Bonham, Texas
903-583-7544
FAX 903-583-8410

SOUTHWEST TEXAS EXPOSITION

ENTERTAINMENT

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ISSUE DATES

SCHEMATIC REVIEW
MARCH 5, 2000

REVISED
JULY 14, 2000

REVISED
JULY 6, 2001

KAC/PBL

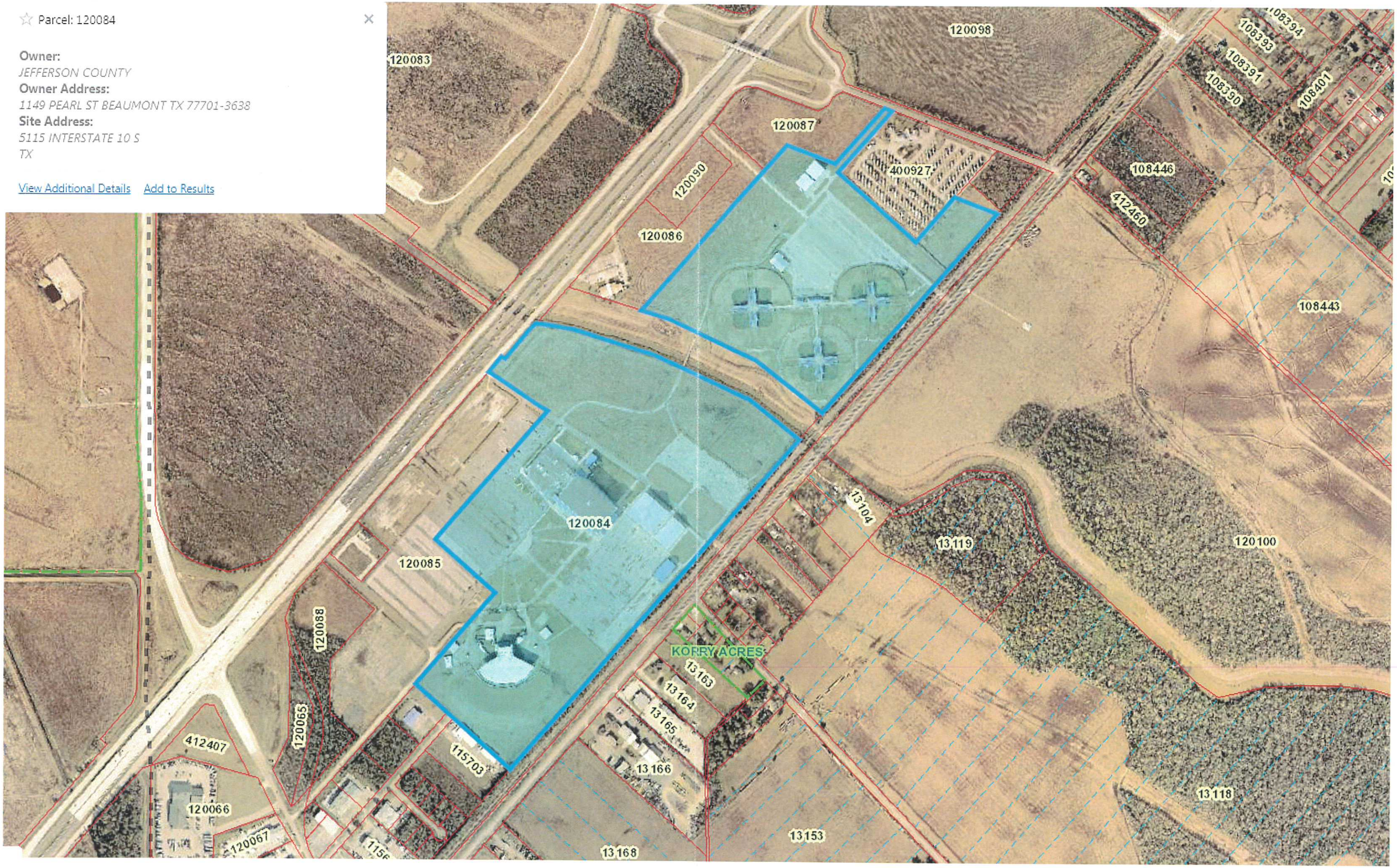
SHEET NO. 1,00

9951 Master Site Plan

☆ Parcel: 120084 ×

Owner:
JEFFERSON COUNTY
Owner Address:
1149 PEARL ST BEAUMONT TX 77701-3638
Site Address:
5115 INTERSTATE 10 S
TX

View Additional Details Add to Results



☆ Parcel: 120085 ×

Owner:
JEFFERSON COUNTY
Owner Address:
1149 PEARL ST BEAUMONT TX 77701-3638
Site Address:

TX

View Additional Details Add to Results



☆ Parcel: 120086 ×

Owner:
JEFFERSON COUNTY
Owner Address:
1149 PEARL ST BEAUMONT TX 77701-3638
Site Address:

TX

View Additional Details Remove from Results



☆ Parcel: 120086 ×

Owner:
JEFFERSON COUNTY
Owner Address:
1149 PEARL ST BEAUMONT TX 77701-3638
Site Address:

TX

View Additional Details Add to Results



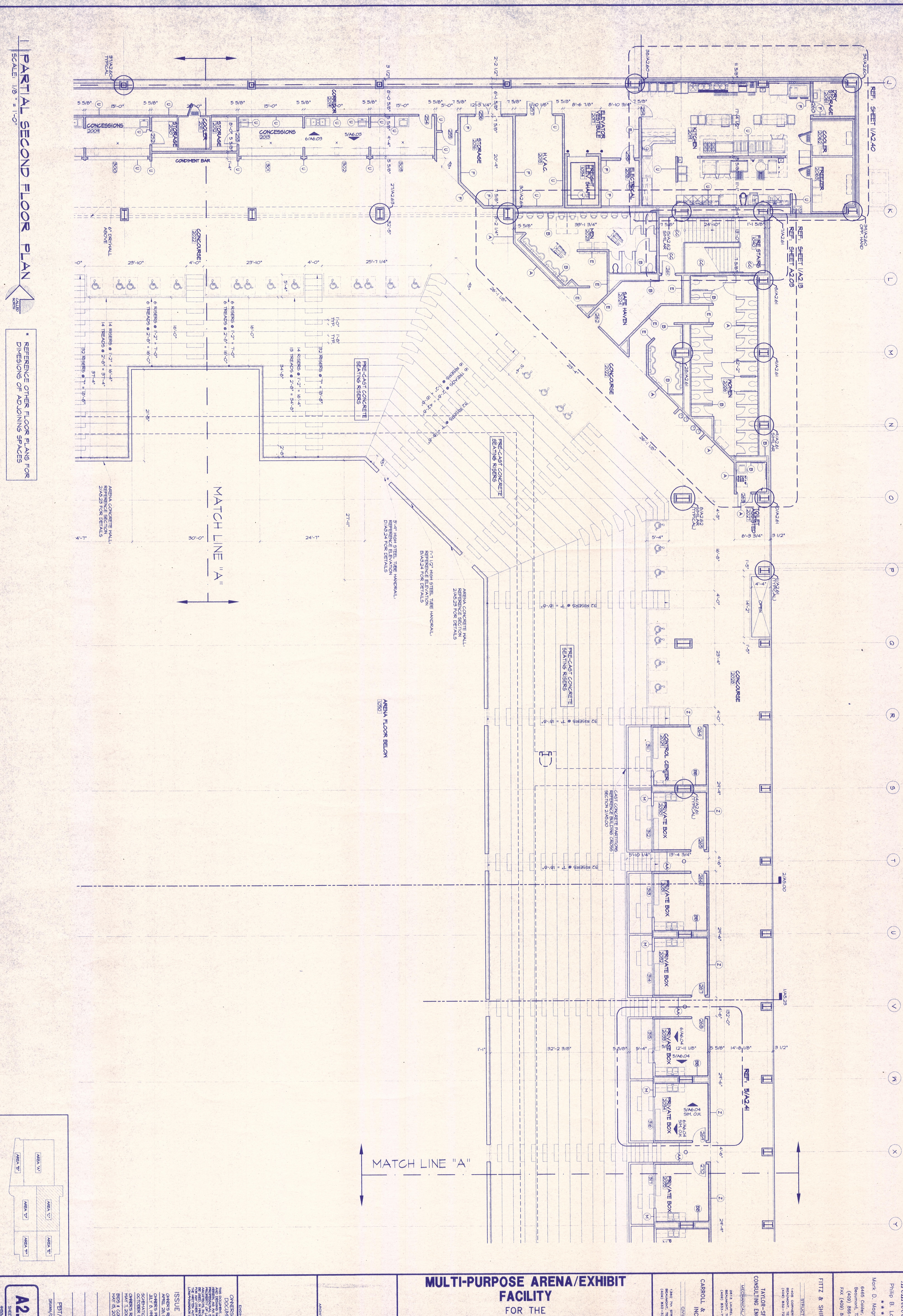
APPENDIX J

FORD PARK BUILDING PLANS

(Arena, Arena Floor Plans, Ball Fields)

1 PARTIAL SECOND FLOOR PLAN

SCALE: 1/8 " = 1'-0"



* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES

SECOND FLOOR BUILDING SECTION PLAN

AREA 'A' · AREA 'B' · AREA 'C' · AREA 'D' · AREA 'E' · AREA 'F'

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Philip B. Long, A.I.A.
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Mark D. Magnuson, A.I.A.
6465 Calder, Ste. 206
Beaumont, TX. 77706
(409) 866-3443
FAX (409) 866-3603

FITTZ & SHIPMAN, INC.
STRUCTURAL
1405 CORNERSTONE COURT
BEAUMONT, TEXAS 77706
(409) 832-7238

TAYLOR-SPAULDING CONSULTING ENGINEERS, INC.
MECHANICAL/ELECTRICAL
2813 LAUREL AVE.
BEAUMONT, TEXAS 77702
(409) 833-7777

CARROLL & BLACKMAN INC.
CIVIL
1320 7TH STREET
BEAUMONT, TEXAS 77702
(409) 833-3383

MULTI-PURPOSE ARENA/EXHIBIT FACILITY

FOR THE

SOUTHEAST TEXAS ENTERTAINMENT COMPLEX

JEFFERSON COUNTY TEXAS

ENGINEER

ARCHITECT

OWNERSHIP OF DOCUMENTS

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ISSUE DATES

OWNER'S REVIEW
APRIL 28, 1999

OWNER'S PRESENTATION
JULY 6, 1999

SCHEMATIC APPROVAL
OCTOBER 11, 1999

OWNER'S REVIEW
MAY 1, 2001

BIDS & CONSTRUCTION
MAY 15, 2001

PBT/PBL
DRAWN/CHECKED

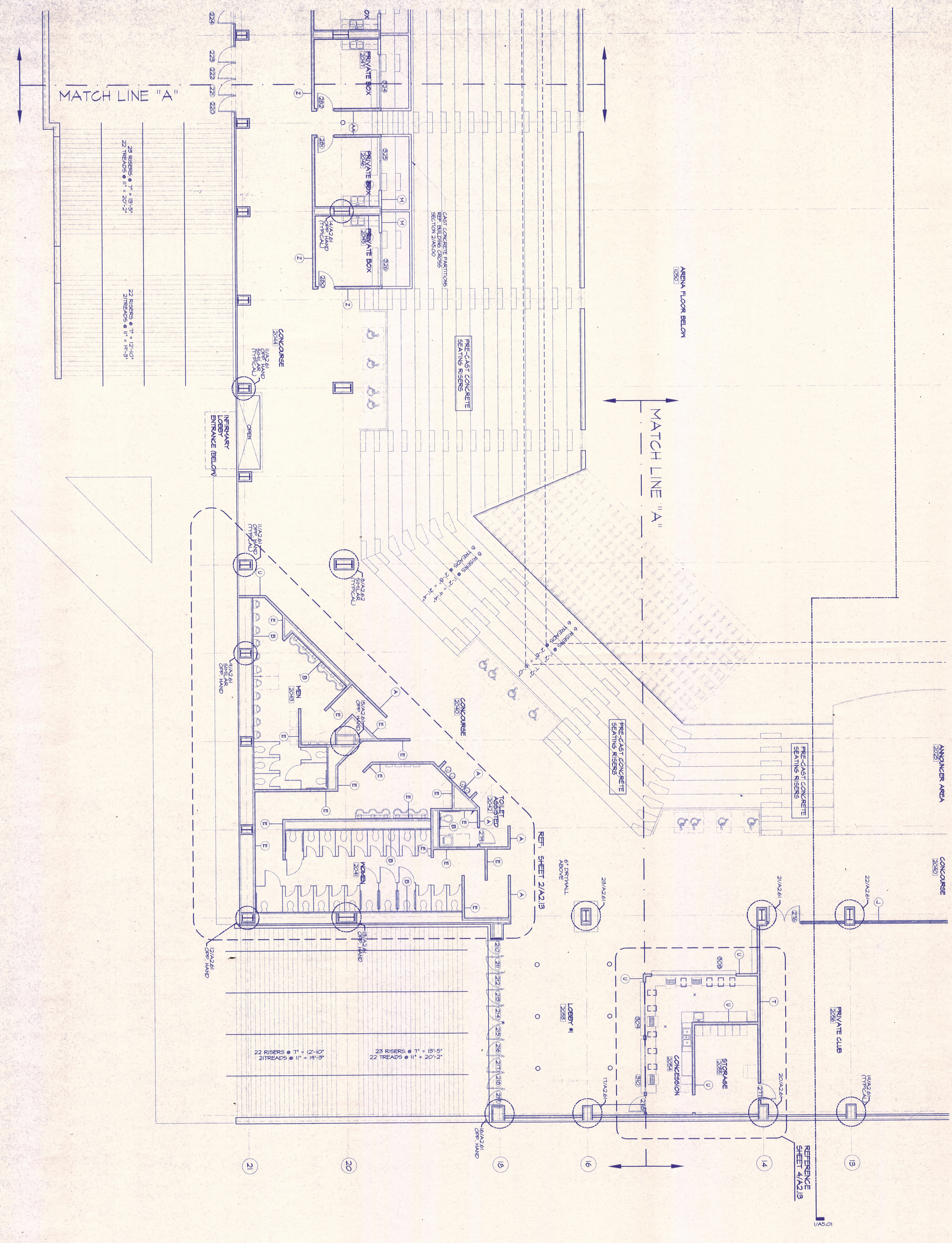
A2.09
SHEET NO.
9808A2.DGN

PARTIAL SECOND FLOOR PLAN

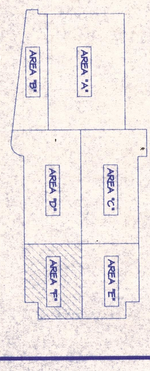
SCALE: 1/8" = 1'-0"

GALLERY NORTH

* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES



SECOND FLOOR BUILDING KEY PLAN



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CIVIL
1360 7th STREET
BEAUMONT, TEXAS 77702
(409) 833-3383

MULTI-PURPOSE ARENA/EXHIBIT FACILITY
FOR THE
SOUTHEAST TEXAS ENTERTAINMENT COMPLEX
JEFFERSON COUNTY TEXAS

ENGINEER

ARCHITECT

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ISSUE DATES

OWNER'S REVIEW
APRIL 28, 1994

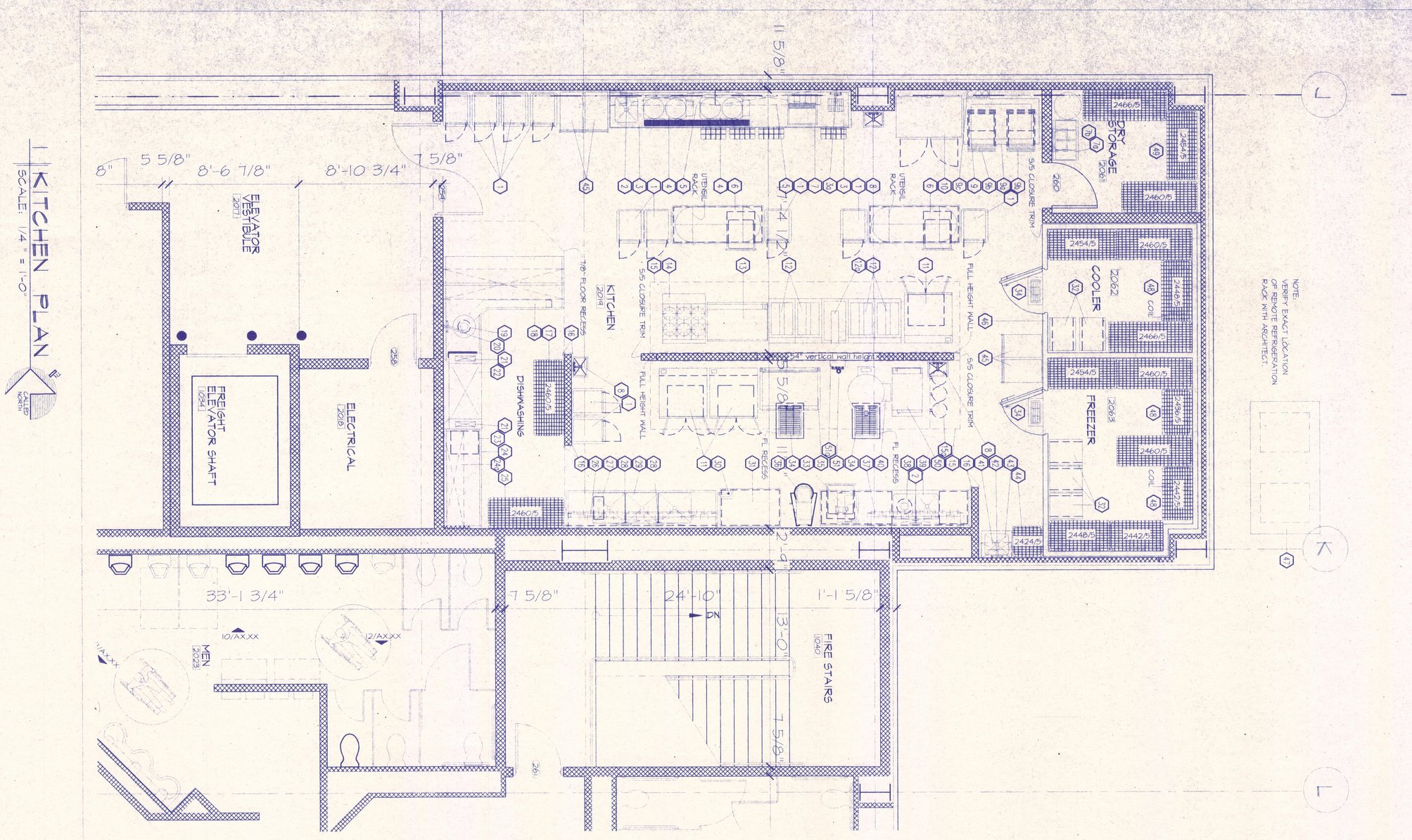
OWNER'S PRESENTATION
JULY 6, 1994

SCHEMATIC APPROVAL
OCTOBER 11, 1994

FB1/PBL
DRAWN/CHECKED

A2.12
SHEET NO.

9353A212



1 KITCHEN PLAN
SCALE: 1/4" = 1'-0"

EQUIPMENT SCHEDULE

ITEM	QTY	DESCRIPTION
1	11	MOBILE HOT FOOD CABINET
2	2	12" SINK FAUCET
3	1	BEVERAGE COUNTER W/ SINK AND DRAIN TROUGH
3a	1	PITCHER FILLER
4	2	BEVERAGE BREWER/DISPENSER
5	2	STAINLESS STEEL WALL SHELVES
6	2	WORK TABLE W/ DRAWER AND UTENSIL RACK
7	1	SODA DISPENSER W/ ICE BIN
7a	1	BAG-N-BOX RACK
7b	1	REMOTE FILL CO2 TANK
8	3	HAND SINK W/ FAUCET (soap and paper towel dispenser by others)
9	2	ICE MACHINE
9a	1	ICE STORAGE BIN
9b	2	ICE STORAGE CART
9c	1-LOT	ICE MACHINE FILTER
10	1	2-DOOR REFRIGERATOR
11	3	DOUBLE DECK CONVECTION OVEN
12	4	65 LBS. FRYER
12a	1	FRYER DUMP STATION W/ HEAT LAMP AND FILTER SYSTEM
13	1	48" GRIDDLE W/ STAND
14	1	SIX BURNER RANGE W/ CONVECTION OVEN
15	1-LOT	EXHAUST HOOD W/ FIRE PROTECTION CABINET
15a	1-LOT	FIRE PROTECTION
16	1	STAINLESS STEEL CORNER GUARD
17	1-LOT	MOBILE CLEAN DISH STORAGE SHELVING
18	1	SOILED DISH TABLE W/ SCRAP TROUGH AND GLASS RACK
19	1	DISPOSER
20	1	PRE-RINSE SPRAY FAUCET
21	2	STAINLESS STEEL VENT DUCT
22	1	DISH MACHINE
23	1	BOOSTER HEATER
24	1	CLEAN DISH TABLE
24a	1	STAINLESS STEEL CANTED RACK SHELF
25	1	CLEAN POT STORAGE SHELVING
26	1	STAINLESS STEEL UTENSIL RACK W/ SHELF
27	1	SINK HEATER
28	2	3/4" SINK FAUCET
29	1	3-COMPARTMENT POT SINK
30	1	MANUAL CAN OPENER
31	1	MOBILE STAINLESS STEEL TABLE W/ UNDERSHELF
32	10	MOBILE BUN PAN RACK (5 not shown on plan)
33	1	SLICER
34	2	STAINLESS STEEL FLOOR TROUGH W/ ANTI SLIP GRATE
35	1	40 GALLON TILT SKILLET
36	1	30 QT. MIXER
37	1	STAINLESS STEEL UTENSIL RACK W/ SHELF
38	1	DISPOSER
39	1	40 GALLON KETTLE
40	1	WORK TABLE W/ 2 COMPARTMENT SINK
41	1	STAINLESS STEL WALL SHELF
42	1	MOP SINK FAUCET
43	1	MOP SINK
44	1	CHEMICAL STORAGE SHELF
45	8	STAINLESS STEEL UTILITY CART (4 not shown on plan)
46	1-LOT	2 COMPARTMENT COOLER / FREEZER
47	1-LOT	REMOTE REFRIGERATION RACK
48	1-LOT	COOLER / FREEZER SHELVING
49	1-LOT	DRY STORAGE SHELVING
50	1	STEAMER
51	1	KETTLE FILLER/SPRAYER
51a	1	STAINLESS STEEL KETTLE FILLER/SPRAYER BRACKET

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FOR THE
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JEFFERSON COUNTY TEXAS

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JULY 8, 1994
SCHEMATIC APPROVAL
OCTOBER 11, 1994

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DRAWN/CHECKED

A2.40
SHEET NO.
9352A212

1 PARTIAL FIRST FLOOR PLAN

SCALE: 1/8 " = 1'-0"

NORTH

* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES

EXHIBIT HALL " A "
100

EXHIBIT HALL " B "
101

JANITOR
106

BUSINESS OFFICE
107

PRE FINISHED METAL INSULATED SANDWICH WALL PANELS

3 5/8" PAINTED SMOOTH FACE CMU COLUMN SURROUNDS. REFERENCE DETAILS

PRE FINISHED INSULATED WALL PANELS

DASHED LINE DENOTES WALL GIRTS

PRE FINISHED INSULATED WALL PANELS

18'-0" OVERHEAD DOOR

20'-0" OVERHEAD DOOR

PAINTED GYPSUM BOARD WALLS CORNER GUARDS AS SPECIFIED

PRIMER STRUCTURAL STEEL BUILDING COLUMNS - REFERENCE STRUCTURAL DRAWINGS

PAINTED GYPSUM BOARD WALLS TO ROOF DECK

PRE FINISHED INSULATED METAL WALL PANELS

3 5/8" PAINTED SMOOTH FACE CMU COLUMN SURROUNDS TO 9'-4" A.F.F. WITH DRYWALL CONSTRUCTION TO ROOF DECK REFERENCE DETAILS

BOONCE
108

BOONCE
109

AREA 'A'
AREA 'B'
AREA 'C'
AREA 'D'
AREA 'E'
AREA 'F'

BUILDING KEY PLAN

ISSUE DATES	
OWNER'S REVIEW	APRIL 20, 1999
OWNER'S PRESENTATION	JULY 8, 1999
SCHEMATIC APPROVAL	OCTOBER 11, 1999
OWNER'S REVIEW	MAY 11, 2001
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SHEET NO.
4983A2.01

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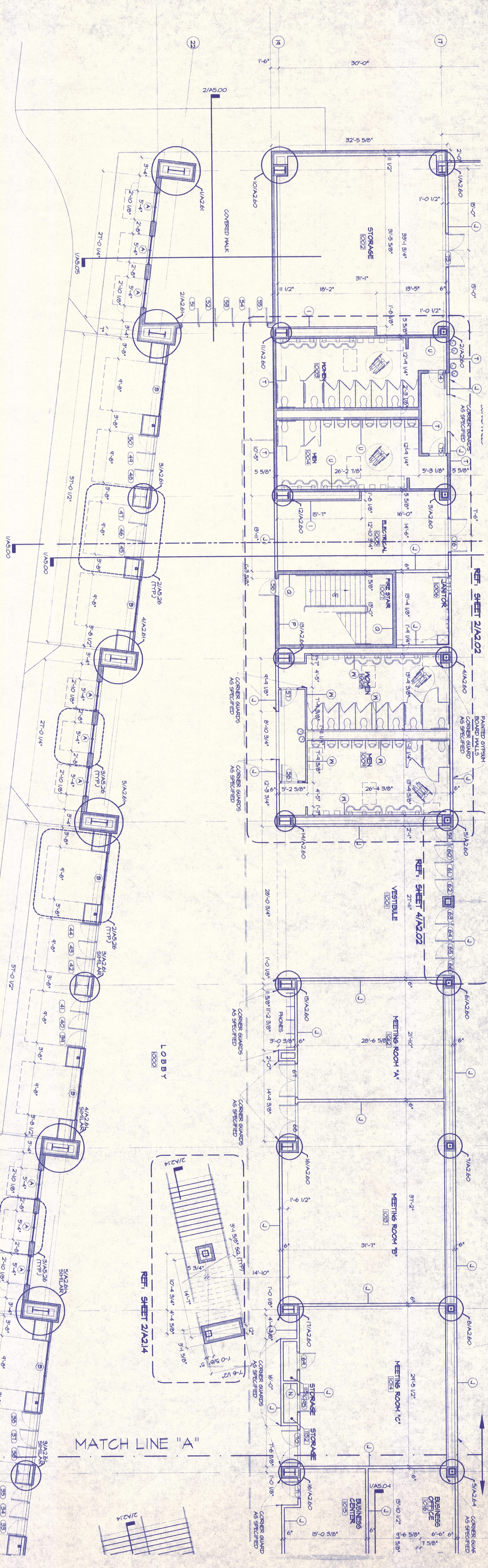
1 PARTIAL FIRST FLOOR PLAN

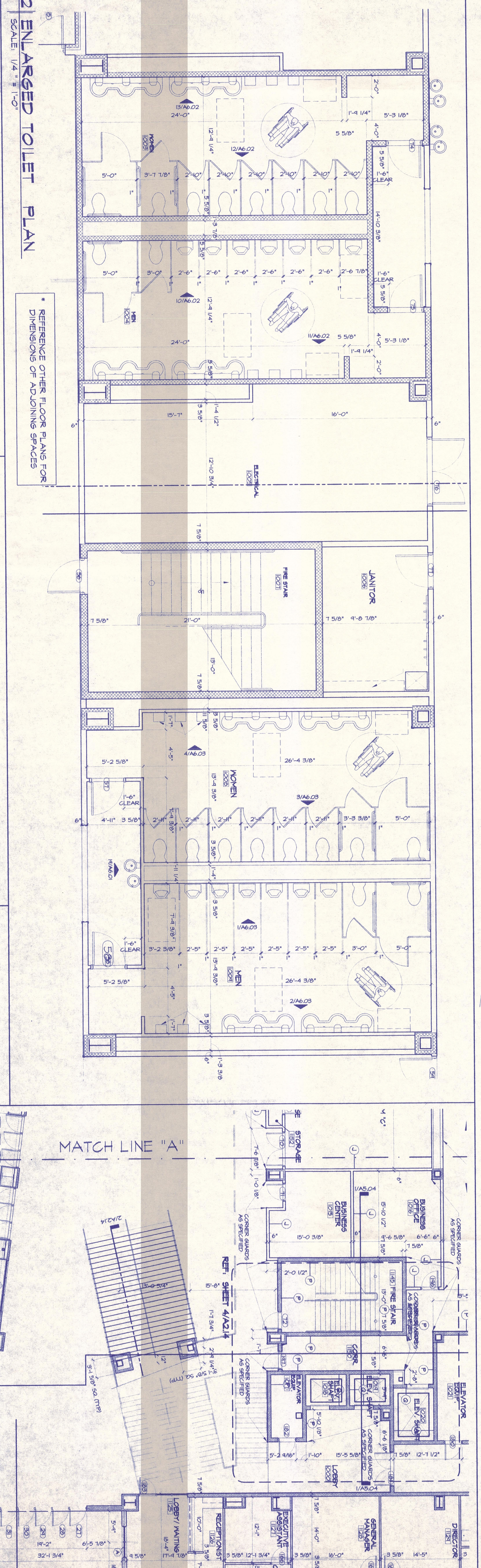
SCALE: 1/8 " = 1'-0"



* REFERENCE OTHER FLOOR PLANS FOR DIMENSIONS OF ADJOINING SPACES

2 ENLARGED TOILET PLAN

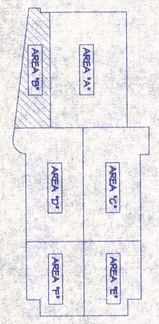
SCALE: 1/4 " = 1'-0"



* REFERENCE OTHER FLOOR PLANS FOR DIMENSIONS OF ADJOINING SPACES

3 ENLARGED ELEVATOR PLAN

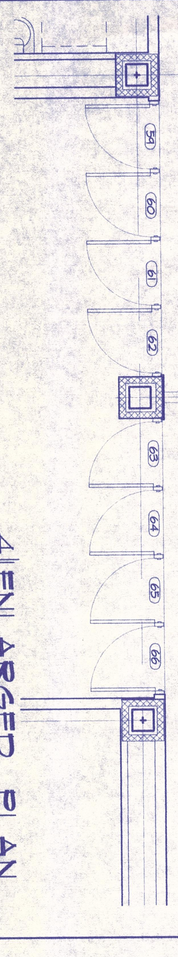
SCALE: 1/4 " = 1'-0"



FIRST FLOOR BUILDING REF. PLAN

4 ENLARGED PLAN

SCALE: 1/4 " = 1'-0"



MULTI-PURPOSE ARENA/EXHIBIT FACILITY
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JEFFERSON COUNTY TEXAS

ISSUE DATES
OWNER'S REVIEW APRIL 28, 1998
OWNER'S PRESENTATION JULY 8, 1998
SCHEMATIC APPROVAL OCTOBER 11, 1998
OWNER'S REVIEW MAY 7, 2001
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98EA2.02

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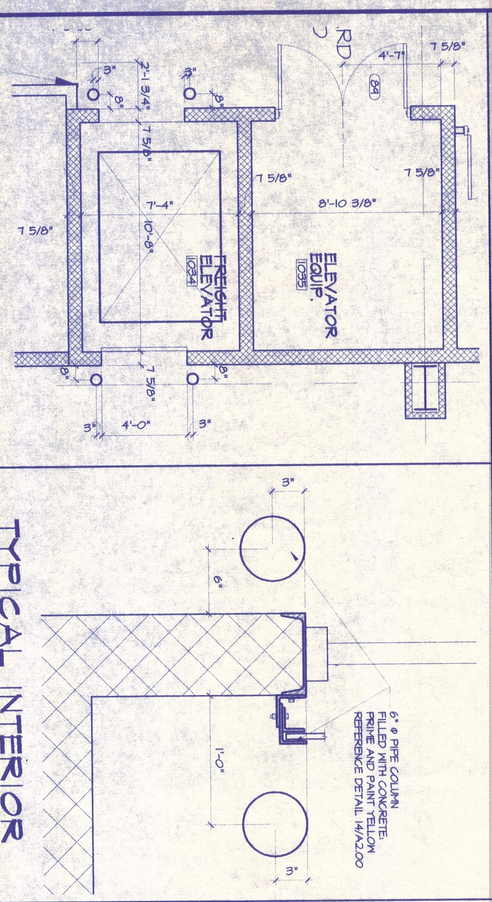
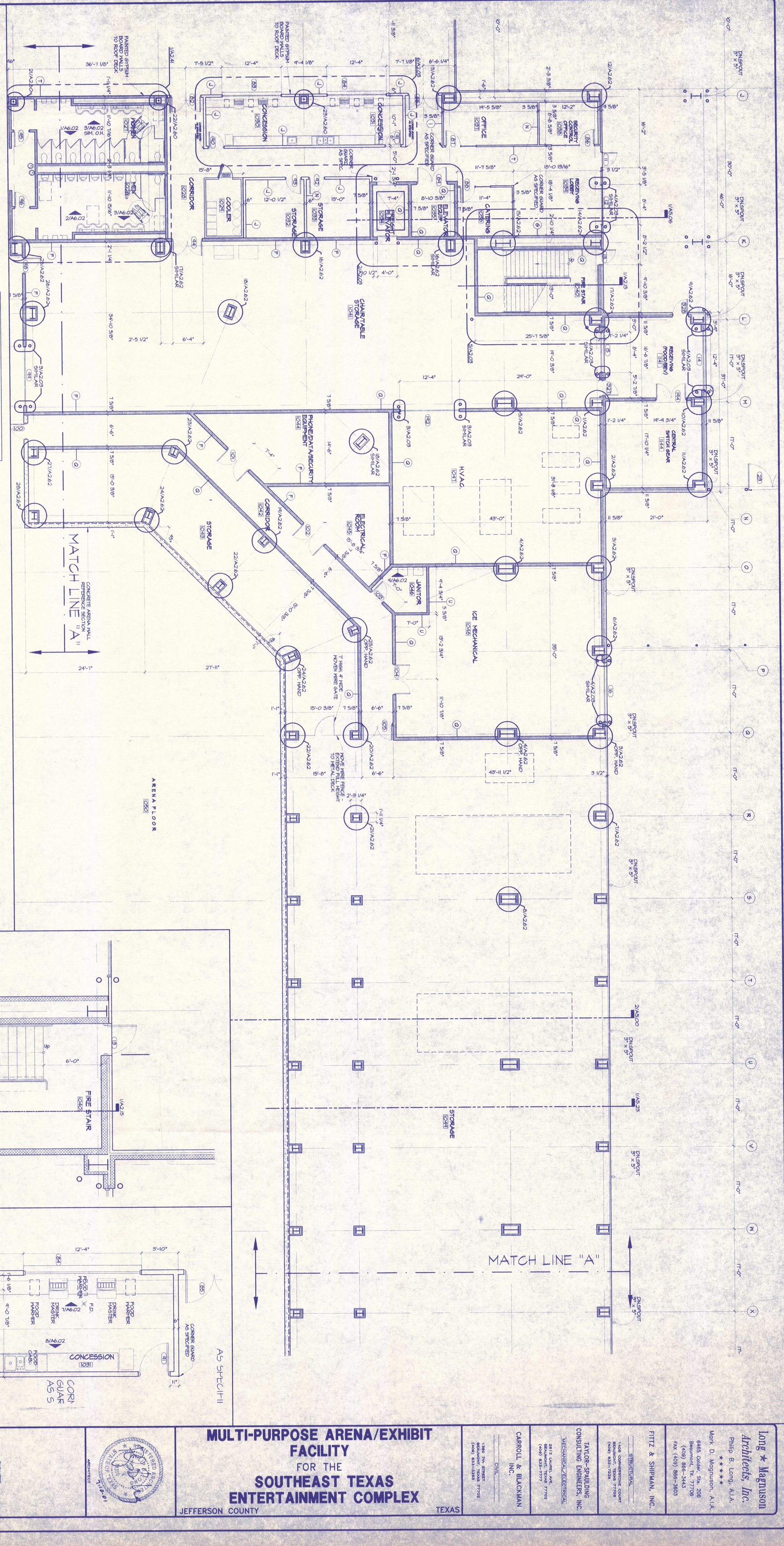


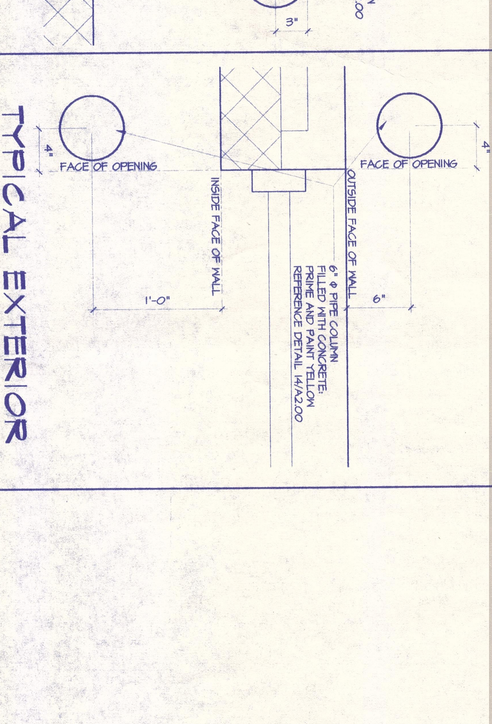
2 ELEVATOR PLAN

SCALE: 1/4" = 1'-0"



1 PARTIAL FIRST FLOOR PLAN

SCALE: 1/8 " = 1'-0"

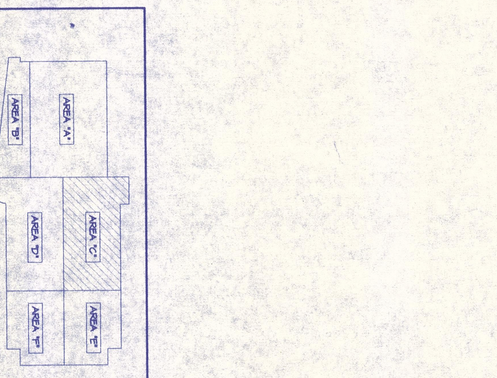


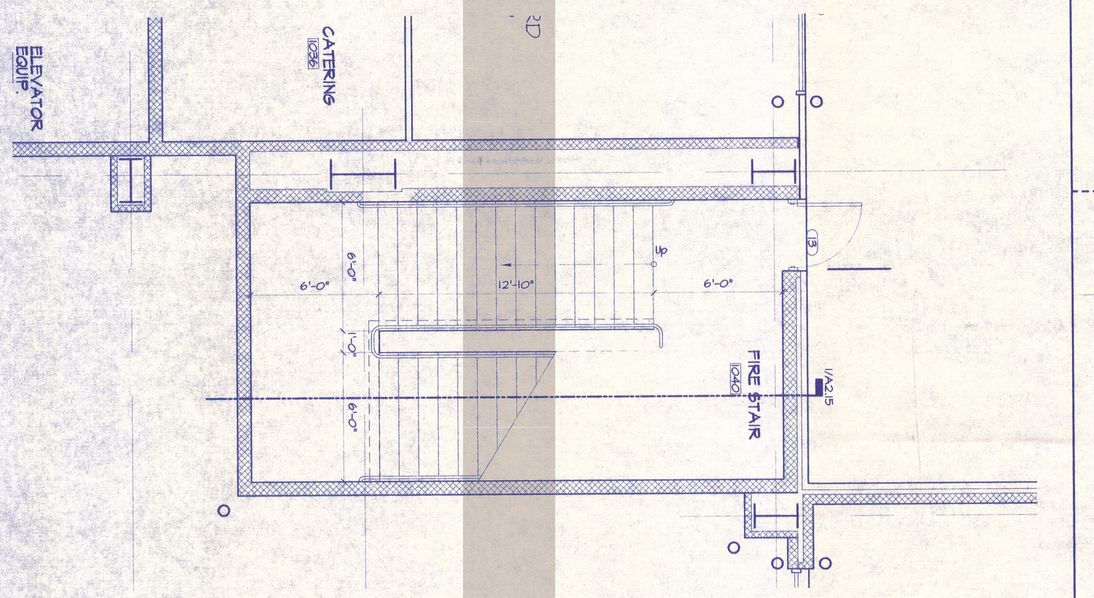
3 BOLLARD LAYOUT

SCALE: 1 1/2" = 1'-0"

4 BOLLARD LAYOUT

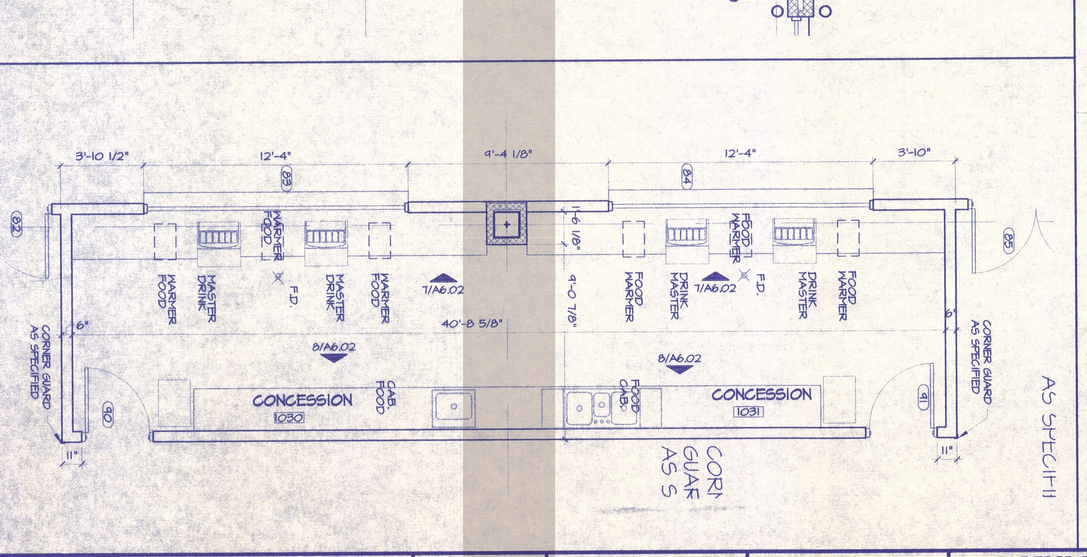
SCALE: 1 1/2" = 1'-0"





5 STAIR PLAN

SCALE: 1/4" = 1'-0"



6 CONCESSION PLAN

SCALE: 1/4" = 1'-0"

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JEFFERSON COUNTY TEXAS

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OWNER'S REVIEW MAY 7, 2001
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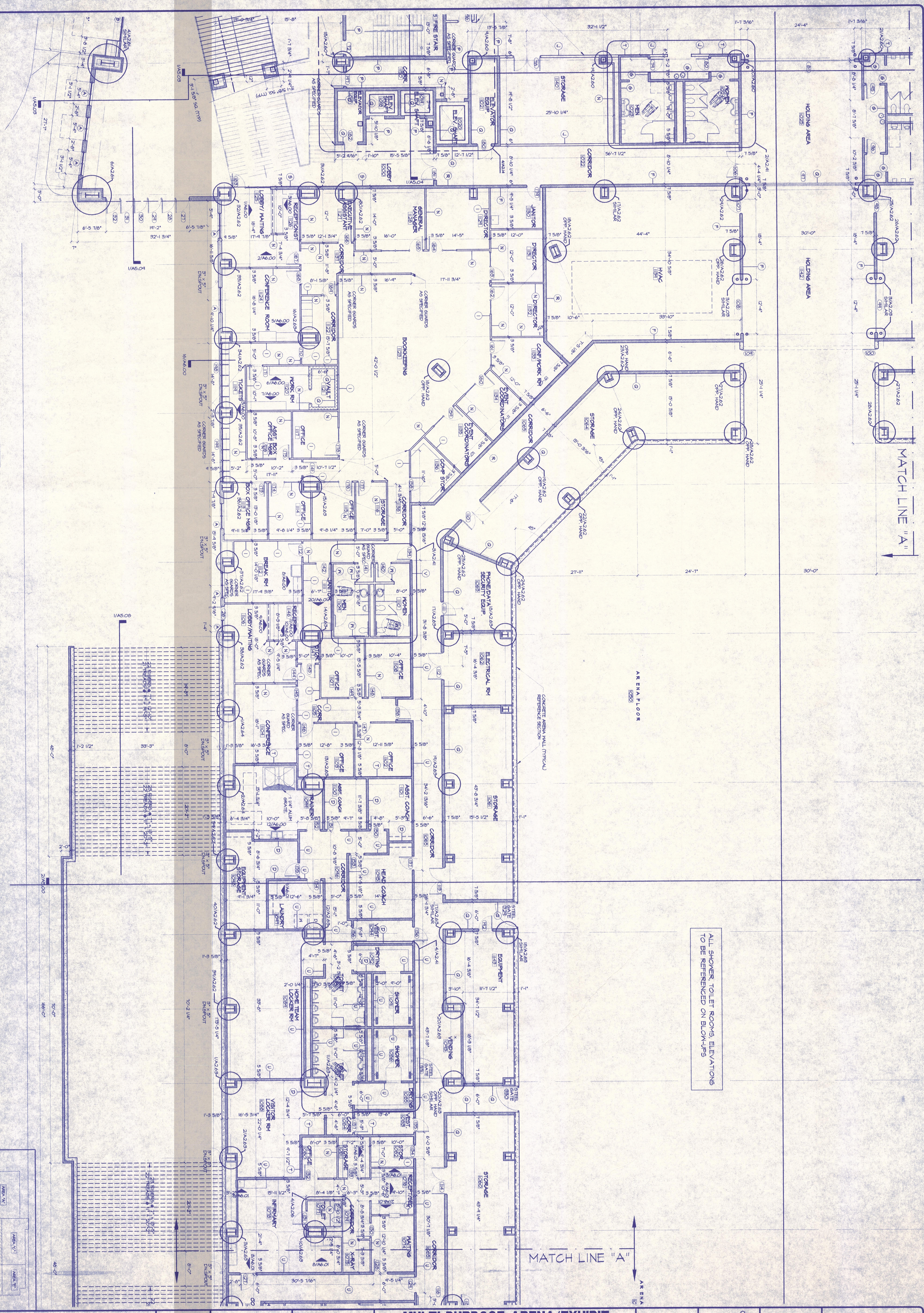
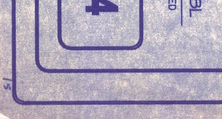
A2.03
SHEET NO.
9835A2.03

1 PARTIAL FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"





* REFERENCE OTHER FLOOR PLANS FOR DIMENSIONS OF ADJOINING SPACES

ALL SHOWER, TOILET ROOMS, ELEVATIONS TO BE REFERENCED ON BLOW-UPS

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JEFFERSON COUNTY TEXAS

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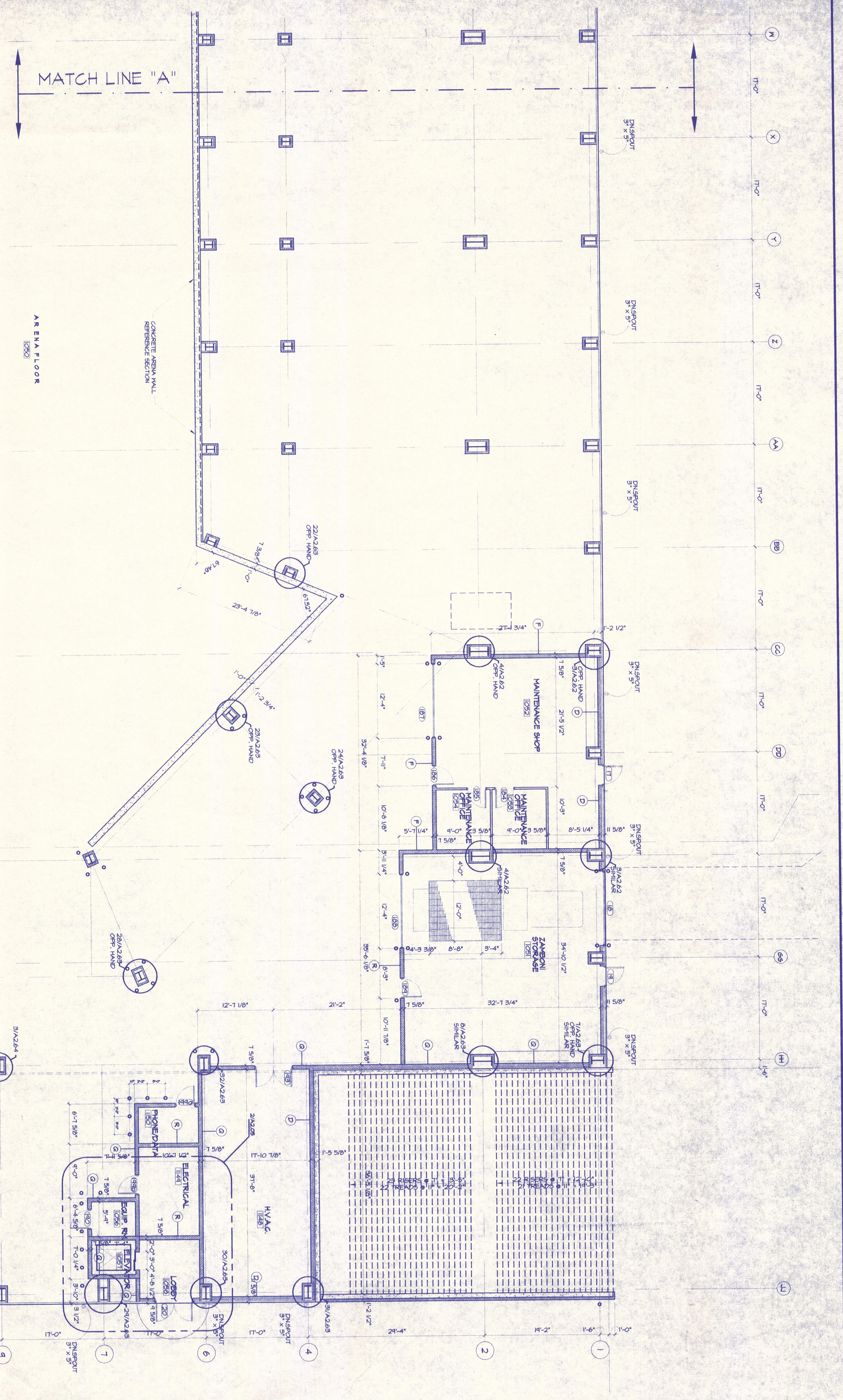
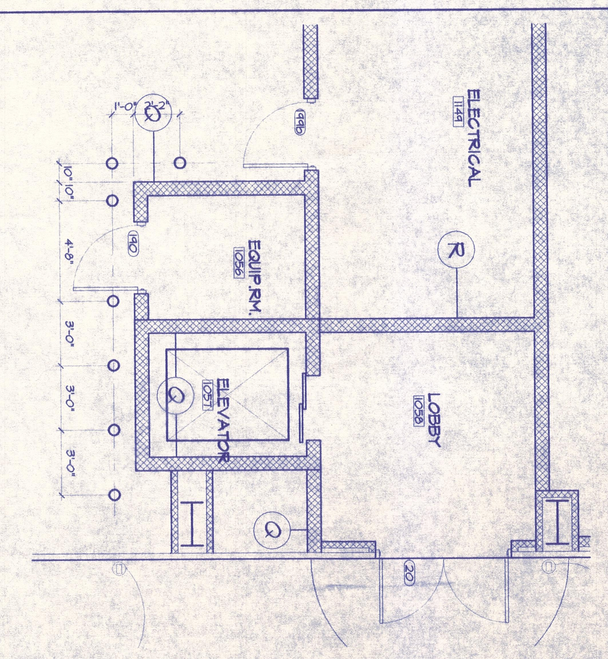
SHEET NO.
99SEA2.04

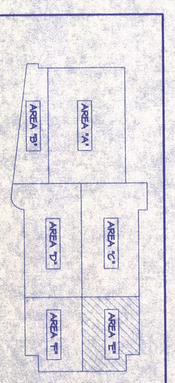


1 PARTIAL FLOOR PLAN
SCALE: 1/8" = 1'-0"

2 ENLARGED ELEVATOR PLAN
SCALE: 1/4" = 1'-0"



* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES



FIRST FLOOR BUILDING KEY PLAN

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ISSUE DATES
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APRIL 28, 1999
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JULY 6, 1999
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OCTOBER 11, 1999
OWNER'S REVIEW
MAY 1, 2001
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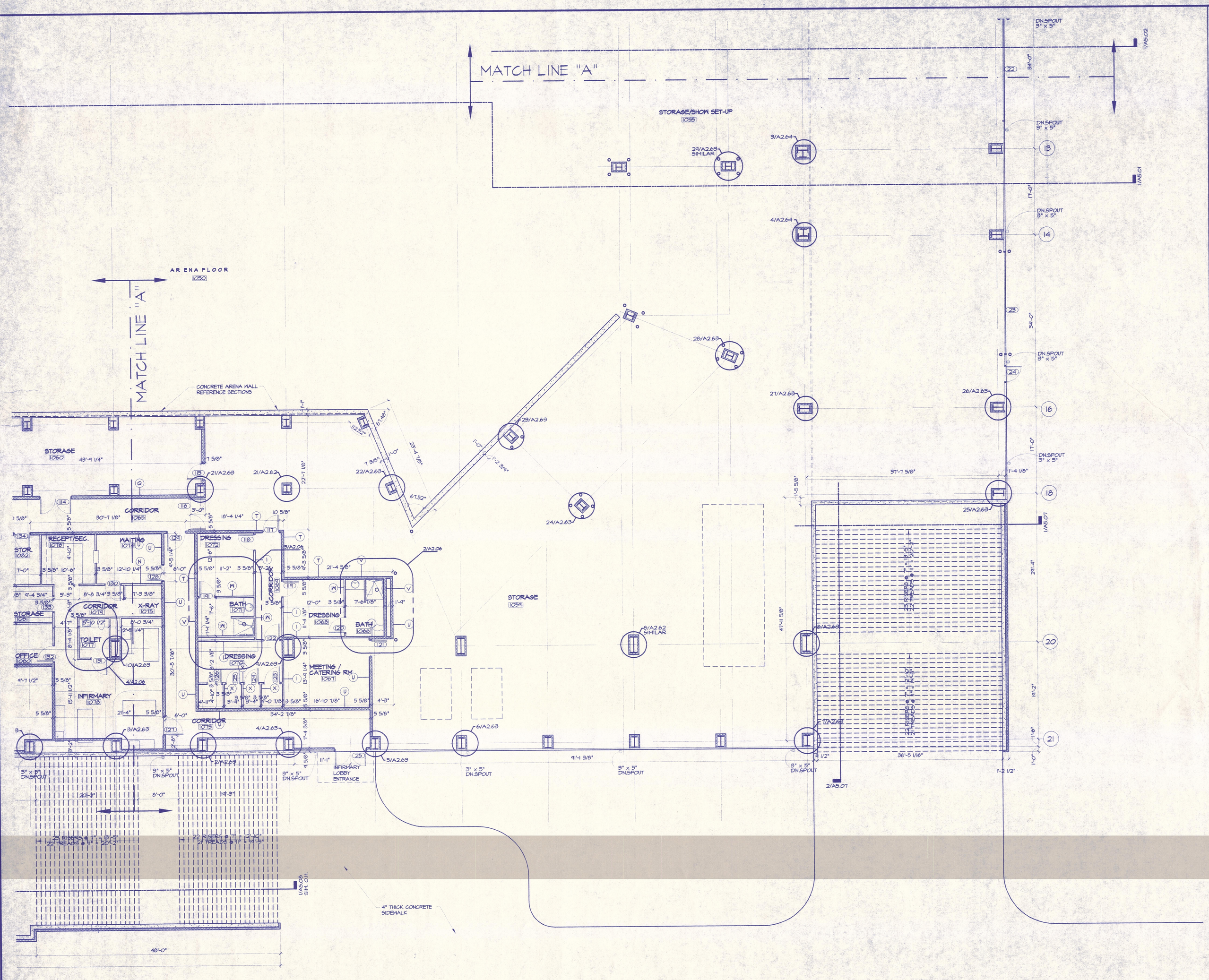
DRWN/CHECKED

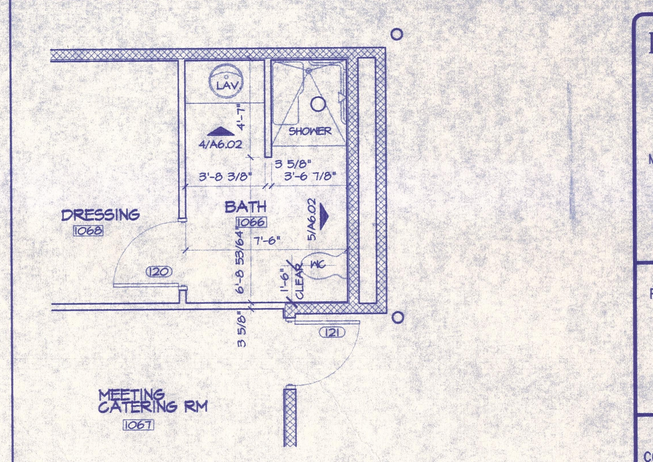
A2.05
SHEET NO.
9835A2.05



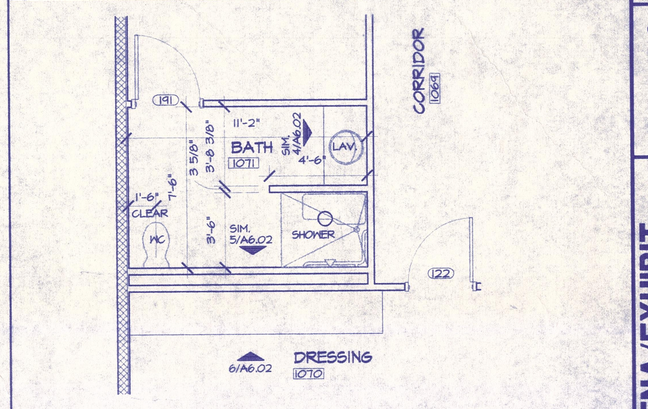
1 PARTIAL FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

CALLED NORTH

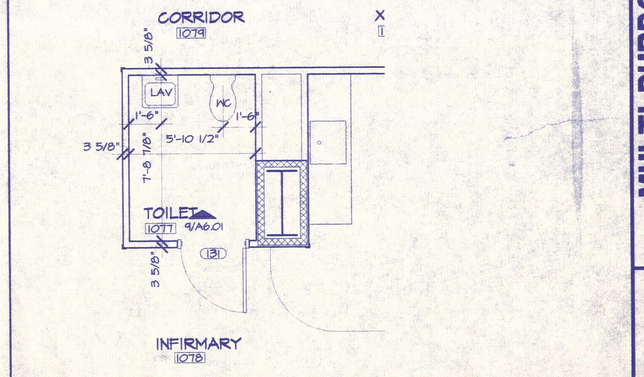
* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES



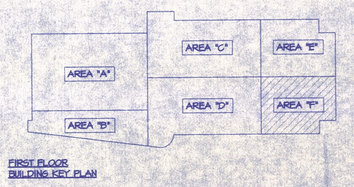
2 ENLARGED TOILET ROOM 1066
SCALE: 1/4" = 1'-0"



3 ENLARGED BATH 1071
SCALE: 1/4" = 1'-0"



4 ENLARGED TOILET ROOM 1077
SCALE: 1/4" = 1'-0"



FIRST FLOOR BUILDING KEY PLAN

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STATE OF TEXAS
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MAY 7, 2001
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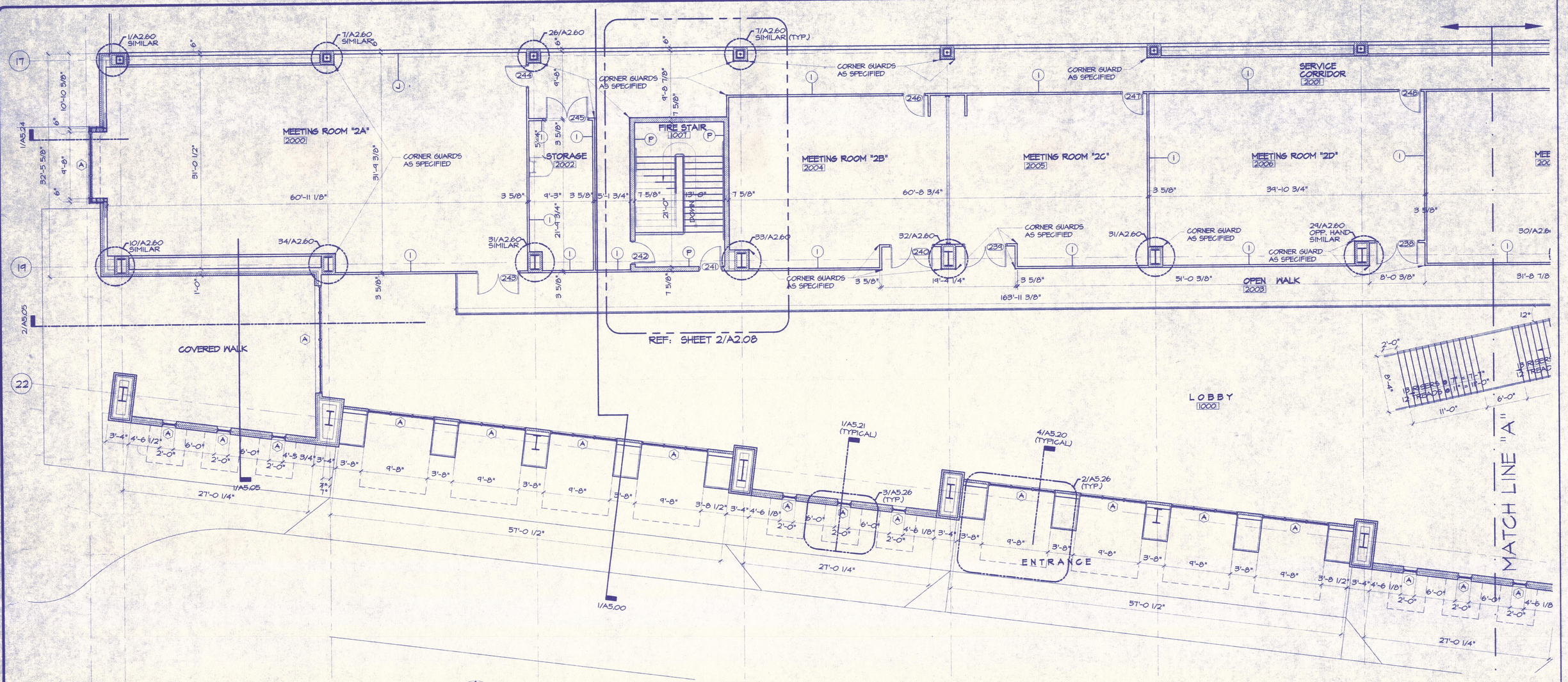
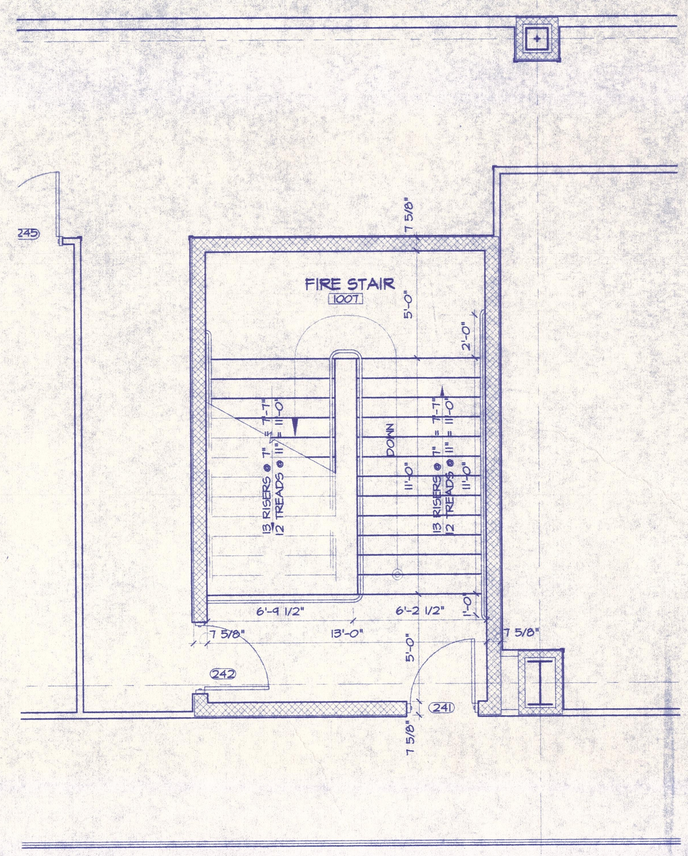
A2.06
SHEET NO.
4953A2.06

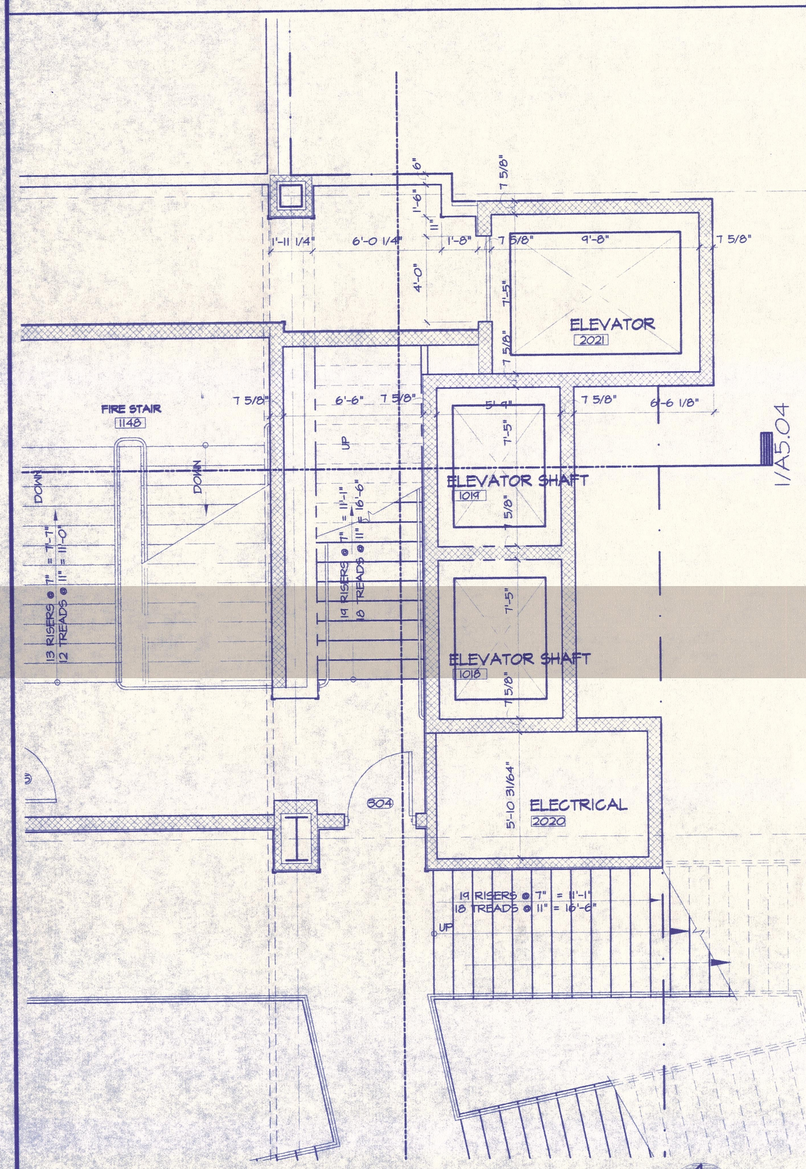


1 PARTIAL SECOND FLOOR PLAN
SCALE: 1/8 " = 1'-0"

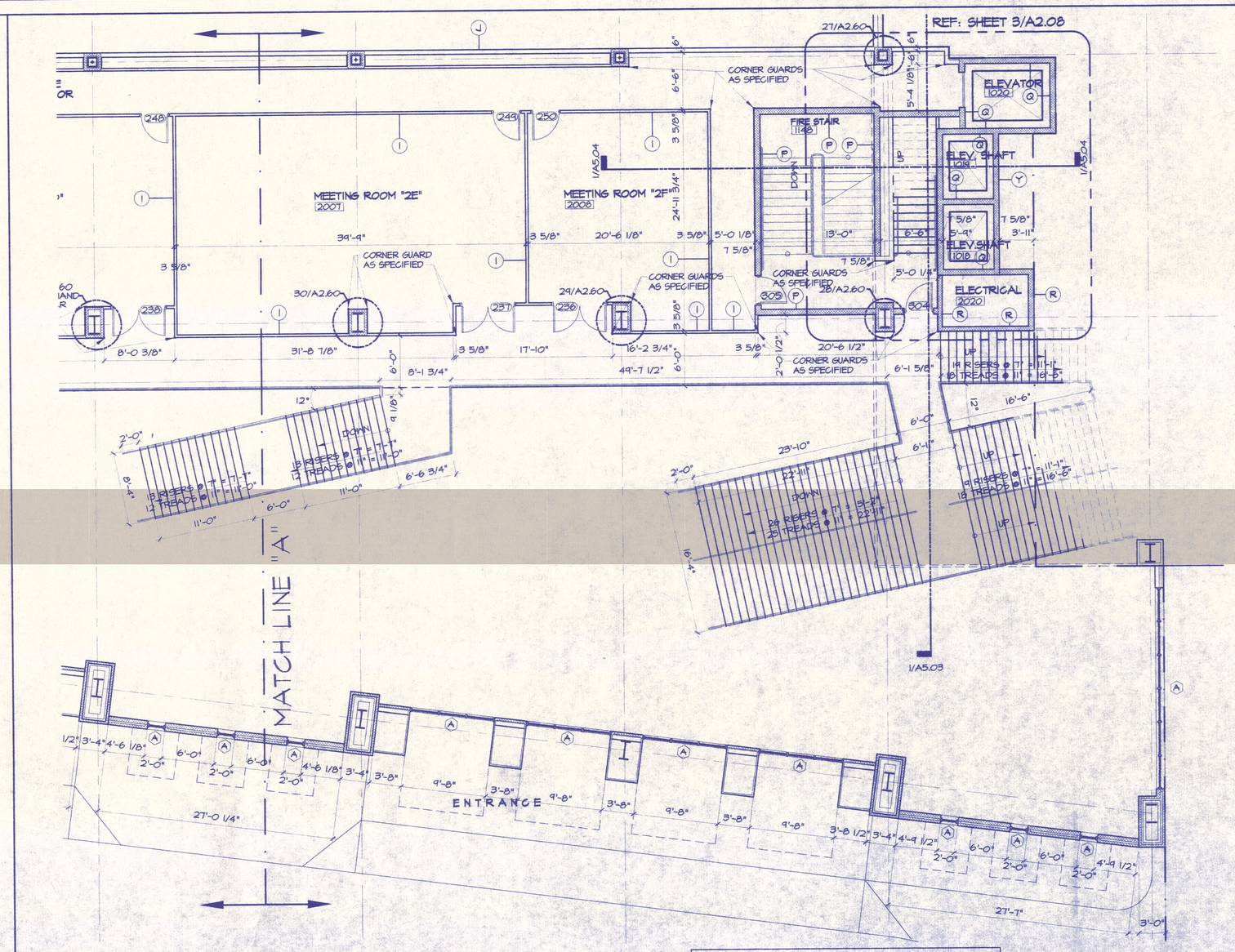
* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES



2 ENLARGED STAIR PLAN
SCALE: 1/4" = 1'-0"

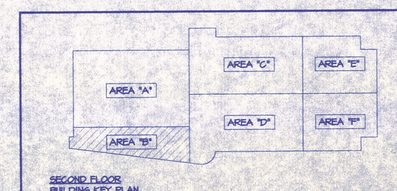


3 ENLARGED ELEVATOR PLAN
SCALE: 1/4" = 1'-0"



4 PARTIAL SECOND FLOOR PLAN
SCALE: 1/8 " = 1'-0"

* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES



SECOND FLOOR BUILDING KEY PLAN

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Architects, Inc.
Philip B. Long, A.I.A.
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MULTI-PURPOSE ARENA/EXHIBIT FACILITY
FOR THE
SOUTHEAST TEXAS ENTERTAINMENT COMPLEX
JEFFERSON COUNTY TEXAS

REGISTERED ARCHITECT PHILIP B. LONG 7-10-01 STATE OF TEXAS
ARCHITECT

ENGINEER

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- OWNER'S PRESENTATION JULY 8, 1999
- SCHEMATIC APPROVAL OCTOBER 11, 1999
- OWNER'S REVIEW MAY 7, 2001
- BIDS & CONSTRUCTION

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DRAWN/CHECKED

A2.08
SHEET NO.
#9958A2.08

1 PARTIAL SECOND FLOOR PLAN

SCALE: 1/8 " = 1'-0"

CALLED NORTH

* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES

MATCH LINE "A"

MATCH LINE "A"

ARENA FLOOR BELOW
1050

SECOND FLOOR BUILDING KEY PLAN

AREA 'A' · AREA 'B' · AREA 'C' · AREA 'D' · AREA 'E' · AREA 'F'

MULTI-PURPOSE ARENA/EXHIBIT FACILITY
FOR THE
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JEFFERSON COUNTY TEXAS

ISSUE DATES
OWNER'S REVIEW
APRIL 28, 1998
OWNER'S PRESENTATION
JULY 6, 1998
SCHEMATIC APPROVAL
OCTOBER, 11, 1998
OWNER'S REVIEW
MAY 1, 2001
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4458A2.04

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REGISTERED ARCHITECT STATE OF TEXAS

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PARTIAL SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

NORTH (CALLED)

* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES

ENTRANCE

MATCH LINE "A"

MATCH LINE "A"

ARENA FLOOR BELOW
1050

REF.: SHEET 2/A2.08

CAST CO
REF. BUIL

PRE-CAST CONCRETE SEATING RISERS

ARENA CONCRETE MALL. REFERENCE SECTION 2/A5.23 FOR DETAILS

3'-6" HIGH STEEL TUBE HANDRAIL. REFERENCE ELEVATION D/A3.24 FOR DETAILS

1'-7 1/2" HIGH STEEL TUBE HANDRAIL. REFERENCE ELEVATION 8/A3.24 FOR DETAILS

CONCESSIONS 2009

CONDIMENT BAR

CONCES 2013

COOLER 2011

STORAGE 2012

STORAGE 2010

ELECTRICAL 2020

ELEV. SHAFT 1041

ELEV. SHAFT 1040

ELEV. SHAFT 1039

H.V.A.C. 2021

OPEN

LOBBY #3 2060

CONCOURSE 2022

CONCOURSE 2041

PRIVATE BOX 2052

PRIVATE BOX 2051

PRIVATE BOX 2050

PRIVATE BOX 2049

PRIVATE BOX 2048

PRIVATE BOX 2047

PRIVATE BOX 2046

ARENA FLOOR BELOW
1050

SECOND FLOOR BUILDING SET PLAN

AREA 'A' · AREA 'B' · AREA 'C' · AREA 'D' · AREA 'E' · AREA 'F'

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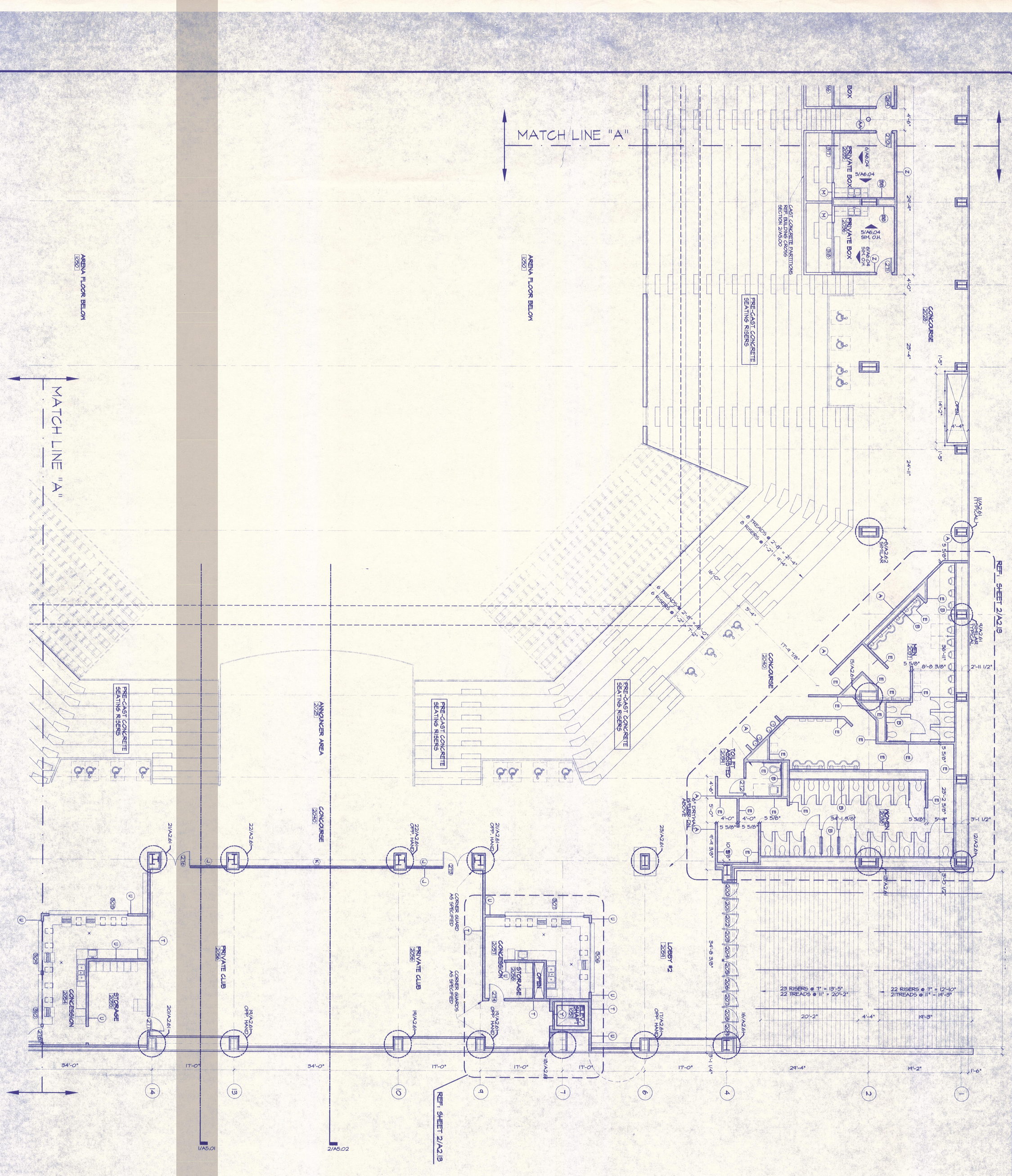
A2.10
SHEET NO.
98ESA.210



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JUL 8, 1996
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OCTOBER 11, 1996
OWNER'S REVIEW
MAY 7, 2001
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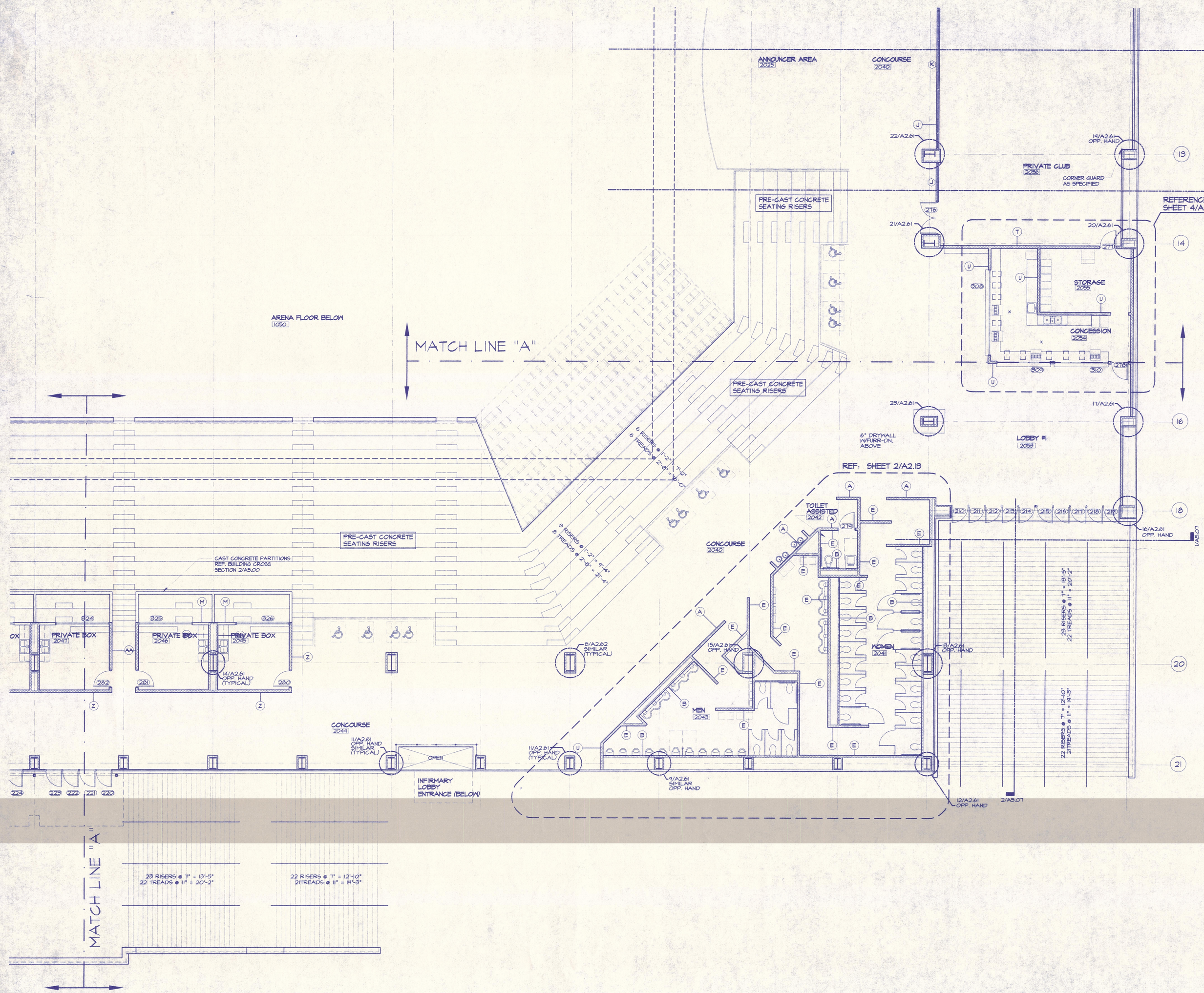
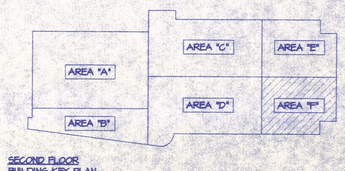
A2.11
SHEET NO.
96SEA2.11



1 PARTIAL SECOND FLOOR PLAN
SCALE: 1/8 " = 1'-0"

* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES



SECOND FLOOR BUILDING KEY PLAN

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APRIL 28, 1999
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OCTOBER 11, 1999
OWNER'S REVIEW
MAY 1, 2001
BIDS & CONSTRUCTION

PBT/PBL
DRAWN/CHECKED

A2.12
SHEET NO.
99SEA2.12

1 PARTIAL FIRST FLOOR PLAN

SCALE: 1/8 " = 1'-0"

NORTH

* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES

EXHIBIT HALL " A "
100

EXHIBIT HALL " B "
101

JANITOR
106

BUSINESS OFFICE
107

PRE FINISHED METAL INSULATED SANDWICH WALL PANELS

3 5/8" PAINTED SMOOTH FACE CMU COLUMN SURROUNDS. REFERENCE DETAILS

PRE FINISHED INSULATED WALL PANELS

DASHED LINE DENOTES WALL GIRTS

PRE FINISHED INSULATED WALL PANELS

18'-0" OVERHEAD DOOR

20'-0" OVERHEAD DOOR

PAINTED GYPSUM BOARD WALLS CORNER GUARDS AS SPECIFIED

PRIMER STRUCTURAL STEEL BUILDING COLUMNS - REFERENCE STRUCTURAL DRAWINGS

PAINTED GYPSUM BOARD WALLS TO ROOF DECK

PRE FINISHED INSULATED METAL WALL PANELS

3 5/8" PAINTED SMOOTH FACE CMU COLUMN SURROUNDS TO 9'-4" A.F.F. WITH DRYWALL CONSTRUCTION TO ROOF DECK REFERENCE DETAILS

BOONCE
108

BOONCE
109

AREA 'A'
AREA 'B'
AREA 'C'
AREA 'D'
AREA 'E'
AREA 'F'

BUILDING KEY PLAN

ISSUE DATES	
OWNER'S REVIEW	APRIL 20, 1999
OWNER'S PRESENTATION	JULY 8, 1999
SCHEMATIC APPROVAL	OCTOBER 11, 1999
OWNER'S REVIEW	MAY 11, 2001
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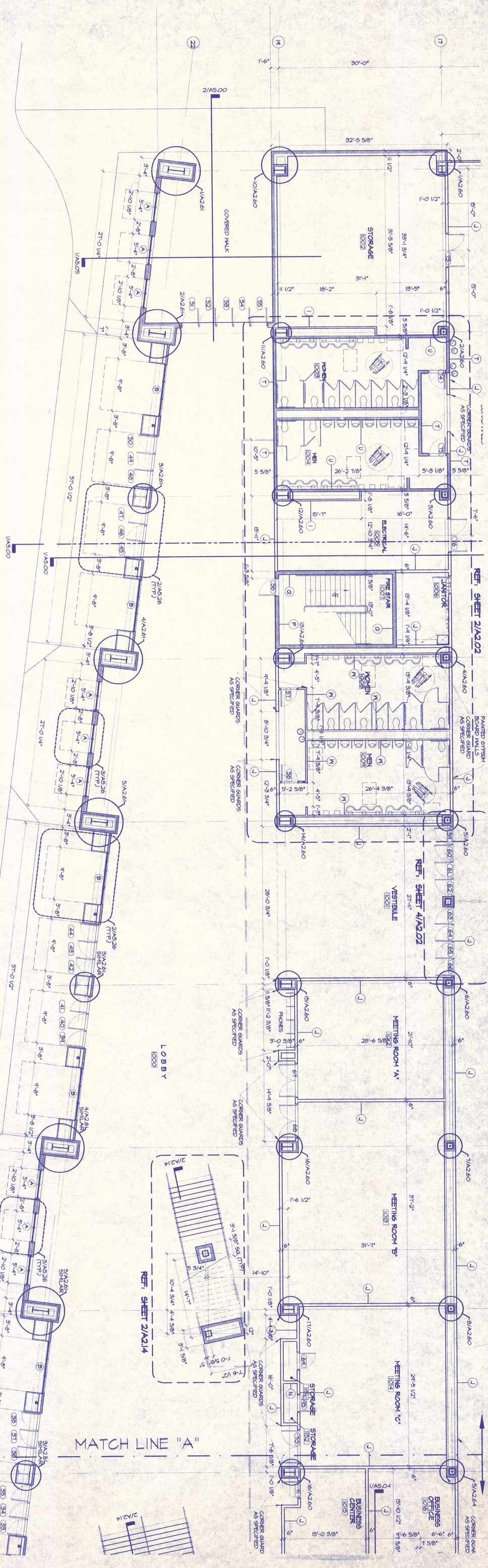
1 PARTIAL FIRST FLOOR PLAN

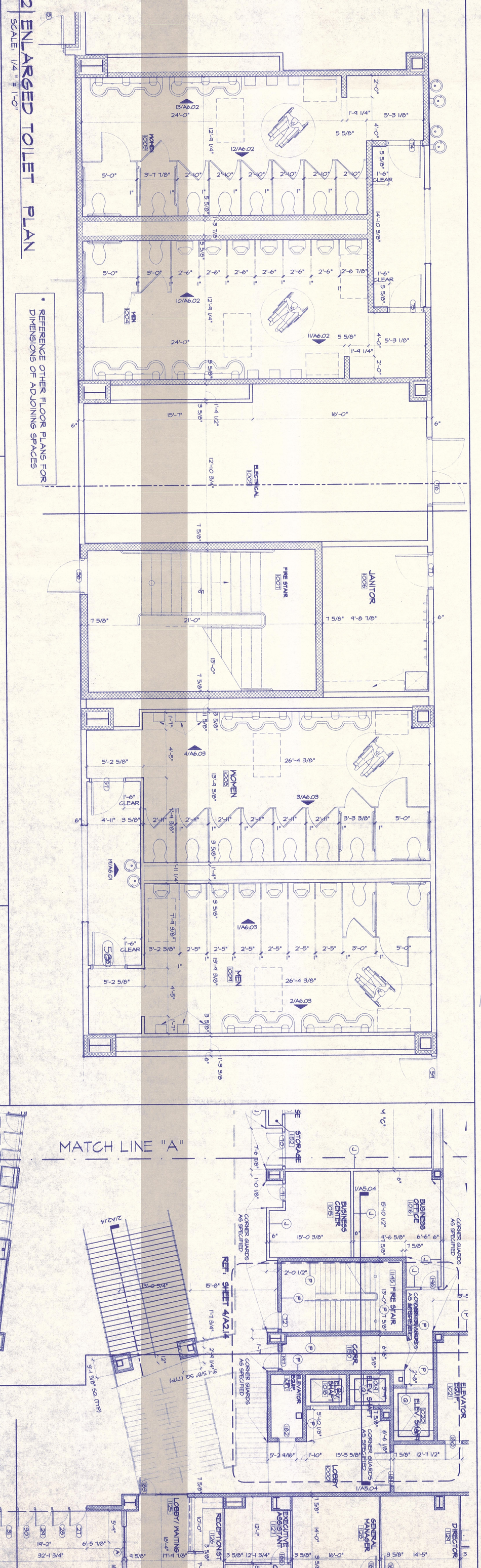
SCALE: 1/8 " = 1'-0"



* REFERENCE OTHER FLOOR PLANS FOR DIMENSIONS OF ADJOINING SPACES

2 ENLARGED TOILET PLAN

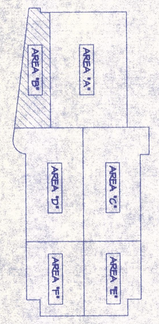
SCALE: 1/4 " = 1'-0"



* REFERENCE OTHER FLOOR PLANS FOR DIMENSIONS OF ADJOINING SPACES

3 ENLARGED ELEVATOR PLAN

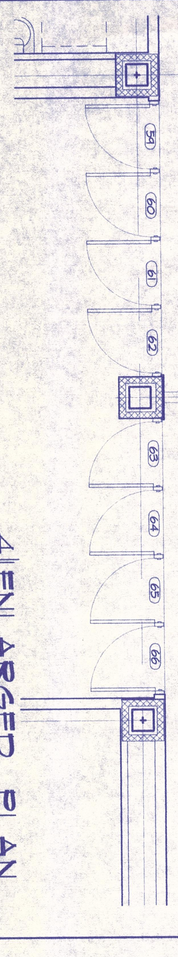
SCALE: 1/4 " = 1'-0"



FIRST FLOOR BUILDING REF. PLAN

4 ENLARGED PLAN

SCALE: 1/4 " = 1'-0"



MULTI-PURPOSE ARENA/EXHIBIT FACILITY
FOR THE
SOUTHEAST TEXAS ENTERTAINMENT COMPLEX
JEFFERSON COUNTY TEXAS

ISSUE DATES
OWNER'S REVIEW APRIL 28, 1998
OWNER'S PRESENTATION JULY 8, 1998
SCHEMATIC APPROVAL OCTOBER 11, 1998
OWNER'S REVIEW MAY 7, 2001
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SHEET NO.
98EA2.02

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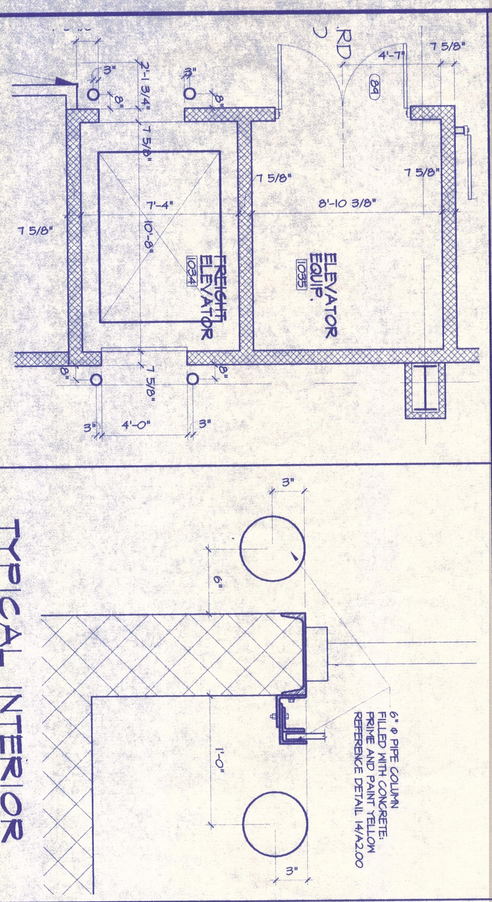
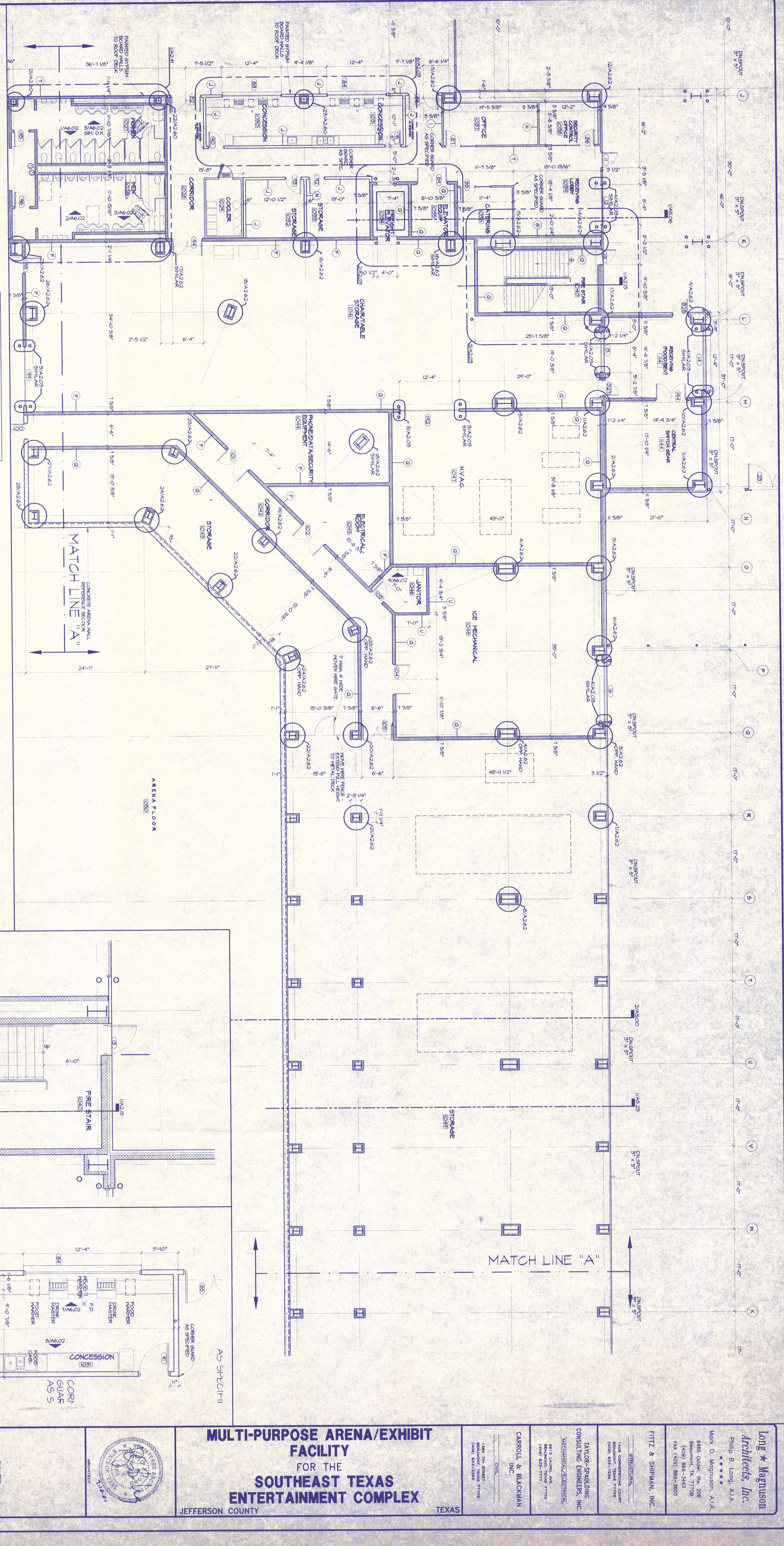


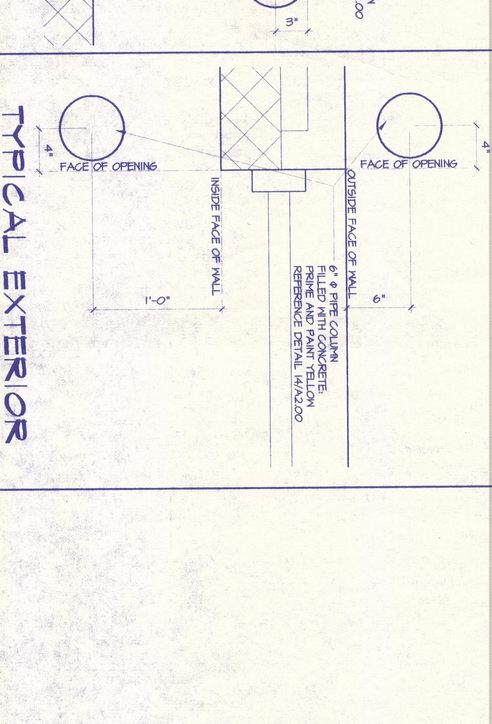
2 ELEVATOR PLAN

SCALE: 1/4" = 1'-0"



1 PARTIAL FIRST FLOOR PLAN

SCALE: 1/8 " = 1'-0"

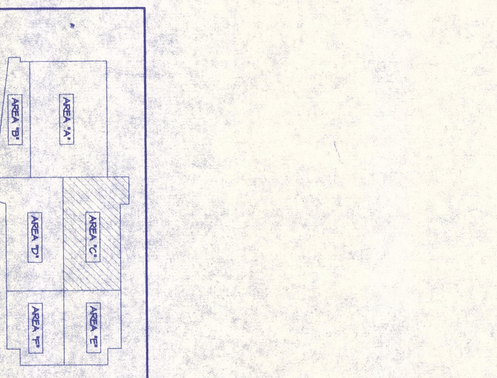


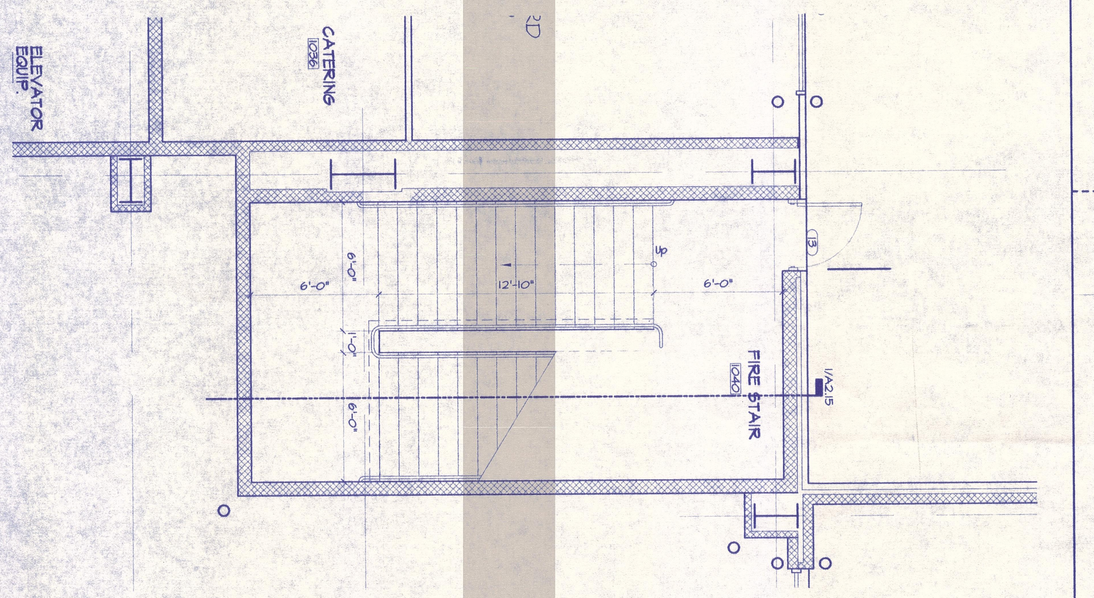
3 BOLLARD LAYOUT

SCALE: 1 1/2" = 1'-0"

4 BOLLARD LAYOUT

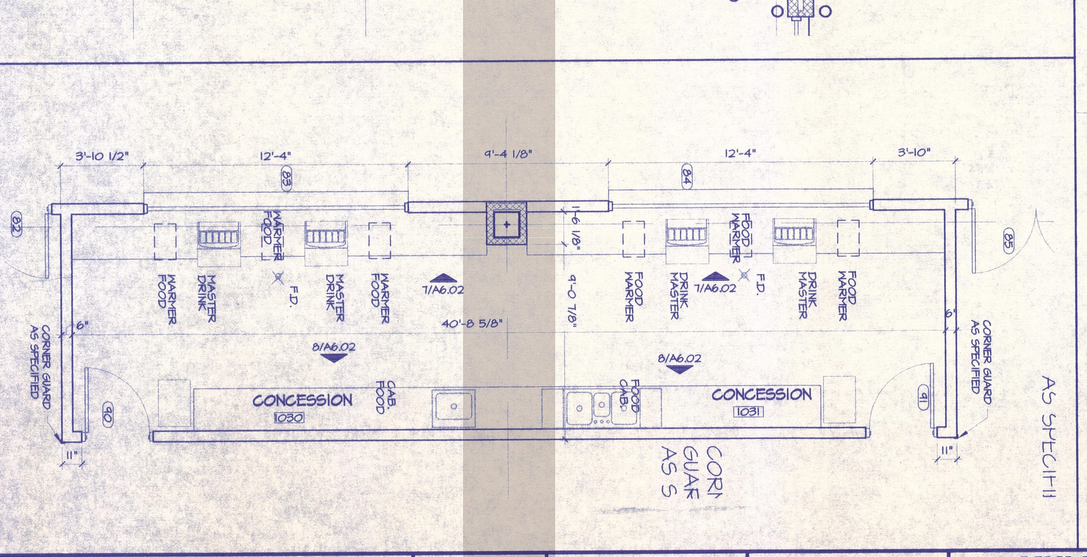
SCALE: 1 1/2" = 1'-0"





5 STAIR PLAN

SCALE: 1/4" = 1'-0"



6 CONCESSION PLAN

SCALE: 1/4" = 1'-0"

MULTI-PURPOSE ARENA/EXHIBIT FACILITY

FOR THE

SOUTHEAST TEXAS ENTERTAINMENT COMPLEX

JEFFERSON COUNTY TEXAS

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REGISTERED ARCHITECT STATE OF TEXAS
7-10-01

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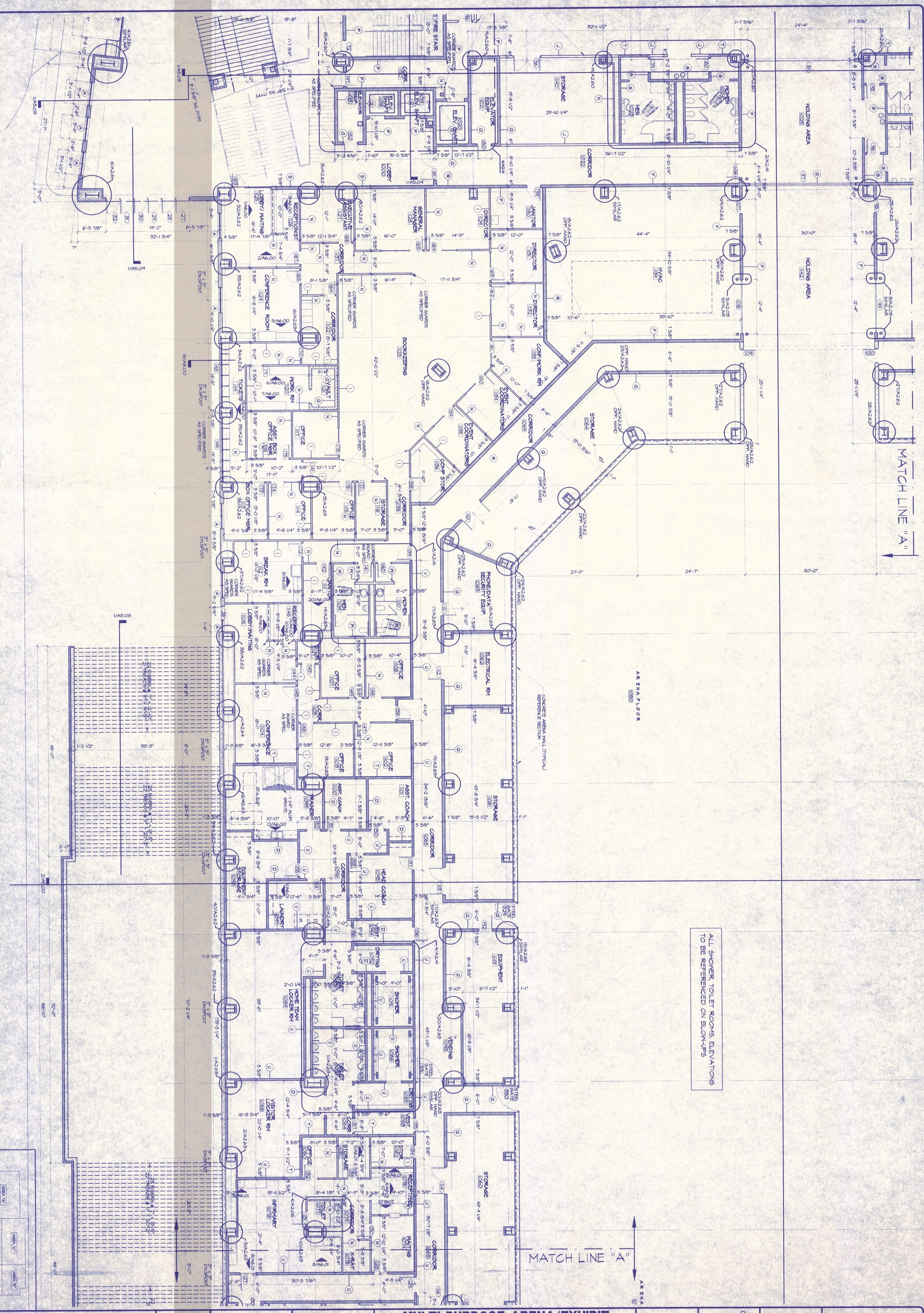
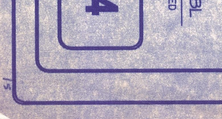
JLM/PBT/FBL
DRAWN/CHECKED

A2.03
SHEET NO.
9835A2.03

1 PARTIAL FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"





* REFERENCE OTHER FLOOR PLANS FOR DIMENSIONS OF ADJOINING SPACES

ALL SHOWER, TOILET ROOMS, ELEVATIONS TO BE REFERENCED ON BLOW-UPS

MULTI-PURPOSE ARENA/EXHIBIT FACILITY

FOR THE

SOUTHEAST TEXAS ENTERTAINMENT COMPLEX

JEFFERSON COUNTY TEXAS

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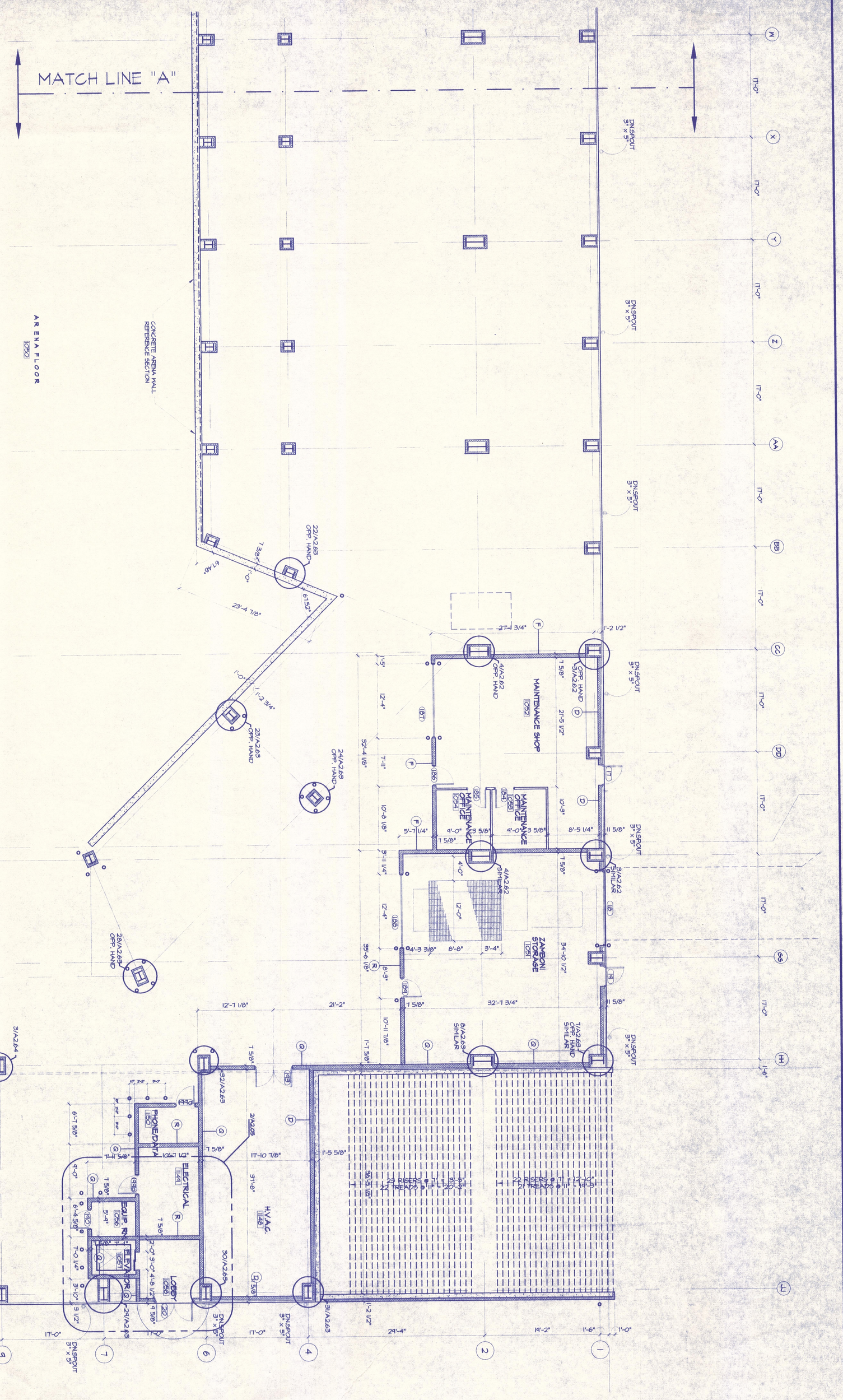
ISSUE DATES

OWNER'S REVIEW
APRIL 28, 1999
OWNER'S PRESENTATION
JULY 9, 1999
SCHEMATIC APPROVAL
OCTOBER 11, 1999
OWNER'S REVIEW
MAY 11, 2001
BIDS & CONSTRUCTION

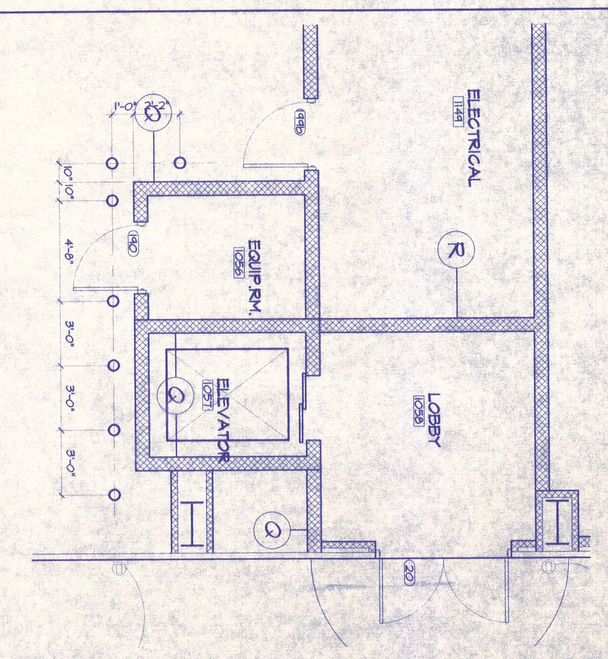
JLM/FBT/FBL
DRAWN/CHECKED

A2.04
SHEET NO.
99SEA2.04

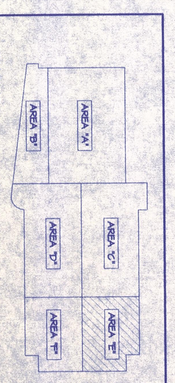


1 PARTIAL FLOOR PLAN
SCALE: 1/8" = 1'-0"

2 ENLARGED ELEVATOR PLAN
SCALE: 1/4" = 1'-0"



* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES



FIRST FLOOR BUILDING KEY PLAN

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FOR THE
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JEFFERSON COUNTY TEXAS

ARCHITECT

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ISSUE DATES
OWNER'S REVIEW
APRIL 28, 1999
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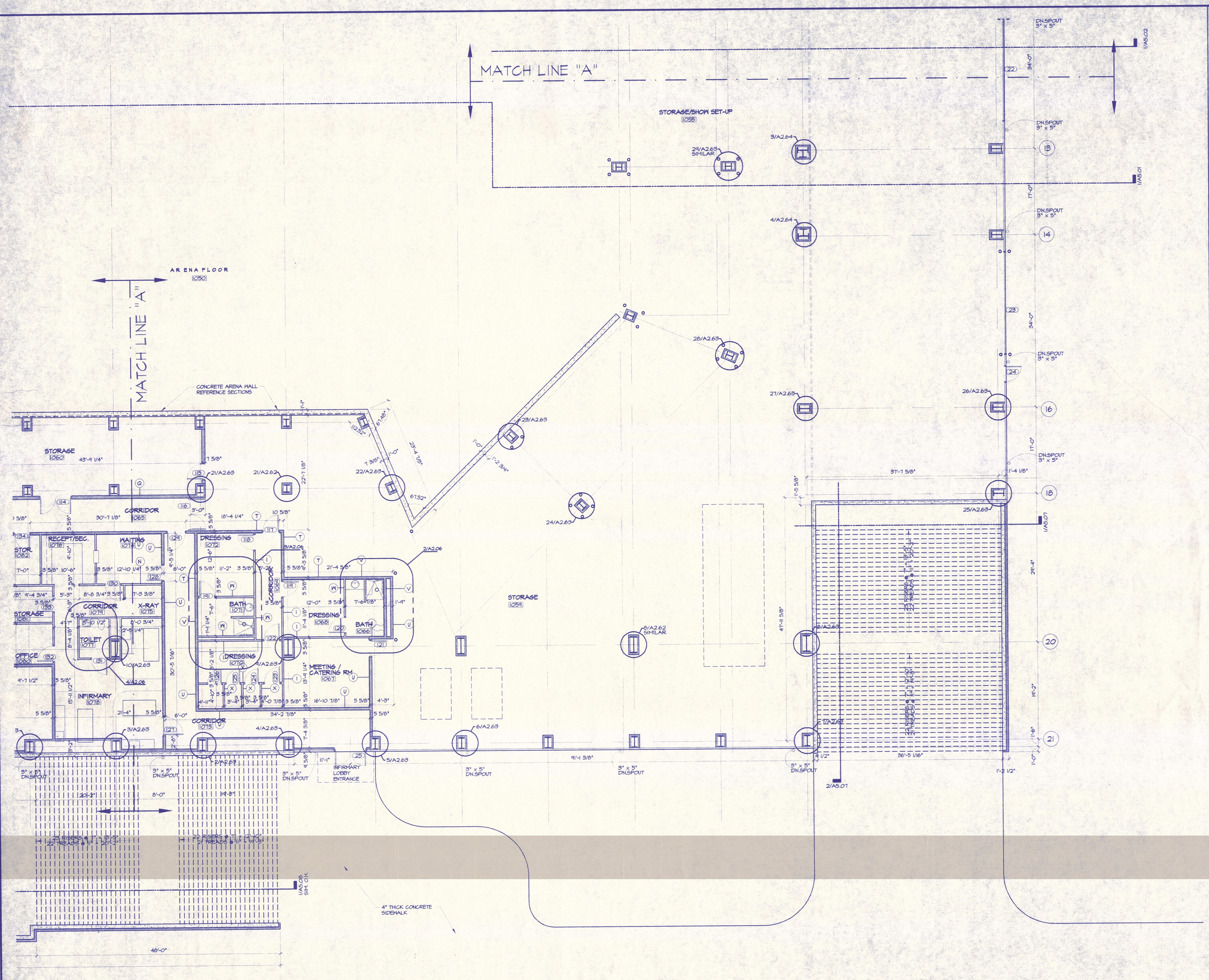
JULY 6, 1999
SCHEMATIC APPROVAL
OCTOBER 11, 1999
OWNER'S REVIEW
MAY 1, 2001
BIDS & CONSTRUCTION

PBT/PPBL
DRWN/CHECKED

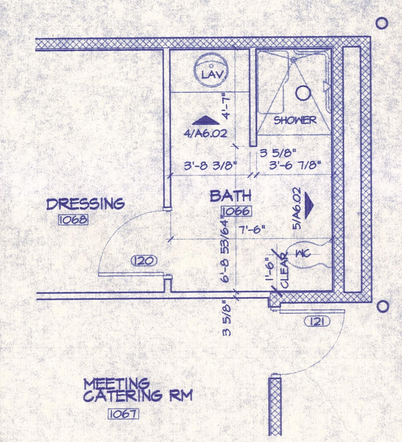
A2.05
SHEET NO.
9835A2.05



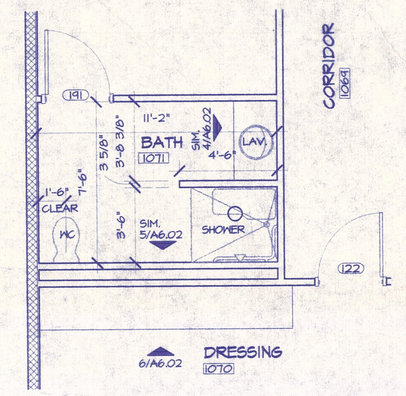
1 PARTIAL FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

CALLED NORTH

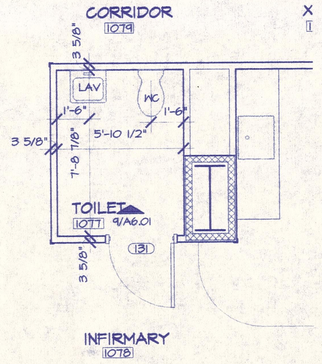
* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES



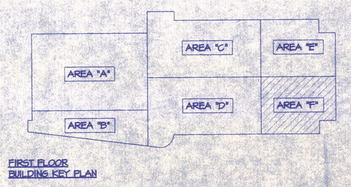
2 ENLARGED TOILET ROOM 1066
SCALE: 1/4" = 1'-0"



3 ENLARGED BATH 1071
SCALE: 1/4" = 1'-0"



4 ENLARGED TOILET ROOM 1077
SCALE: 1/4" = 1'-0"



FIRST FLOOR BUILDING KEY PLAN

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MULTI-PURPOSE ARENA/EXHIBIT FACILITY
FOR THE
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JEFFERSON COUNTY TEXAS

REGISTERED ARCHITECT
STATE OF TEXAS
7-10-01
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APRIL 28, 1999
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JULY 8, 1999
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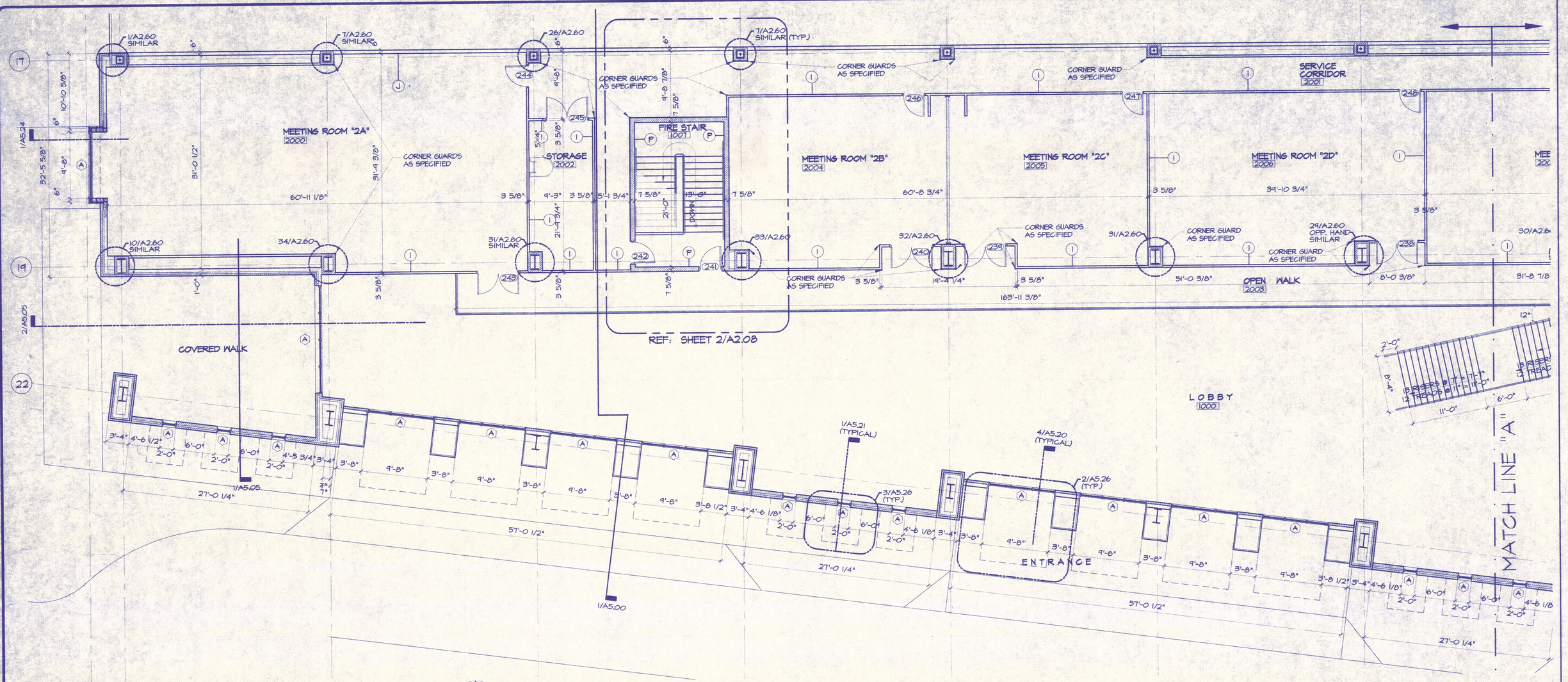
OCTOBER 11, 1999
OWNER'S REVIEW
MAY 7, 2001
BIDS & CONSTRUCTION

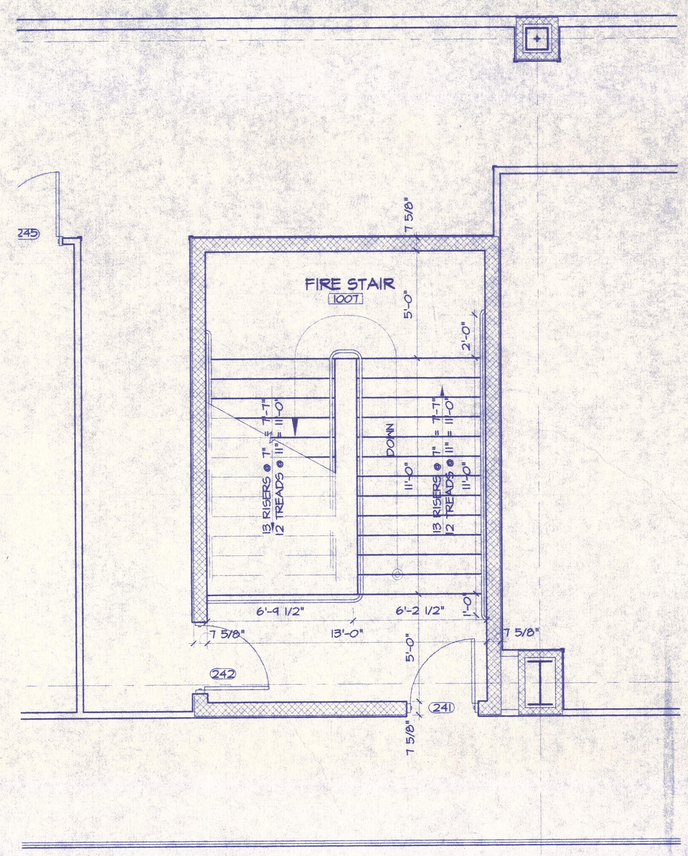
JLM/PBT/PBL
DRAWN/CHECKED

A2.06
SHEET NO.
4953A2.06

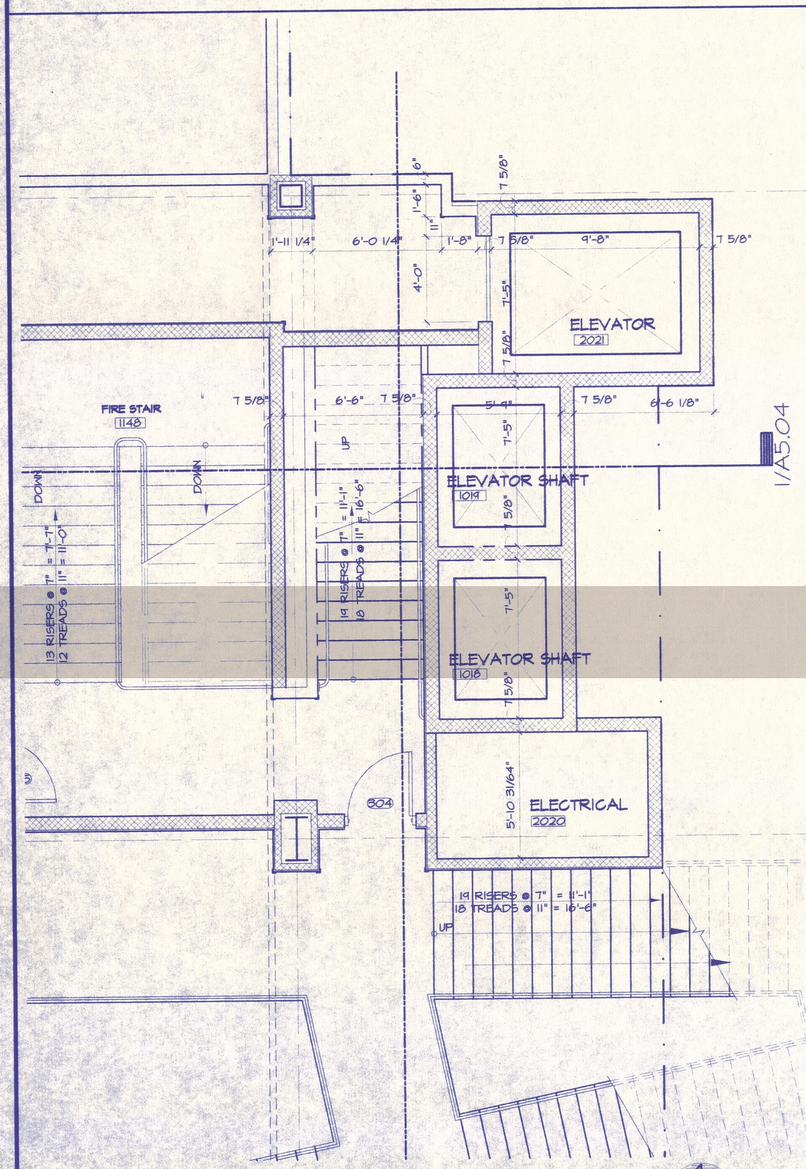


1 PARTIAL SECOND FLOOR PLAN
SCALE: 1/8 " = 1'-0"

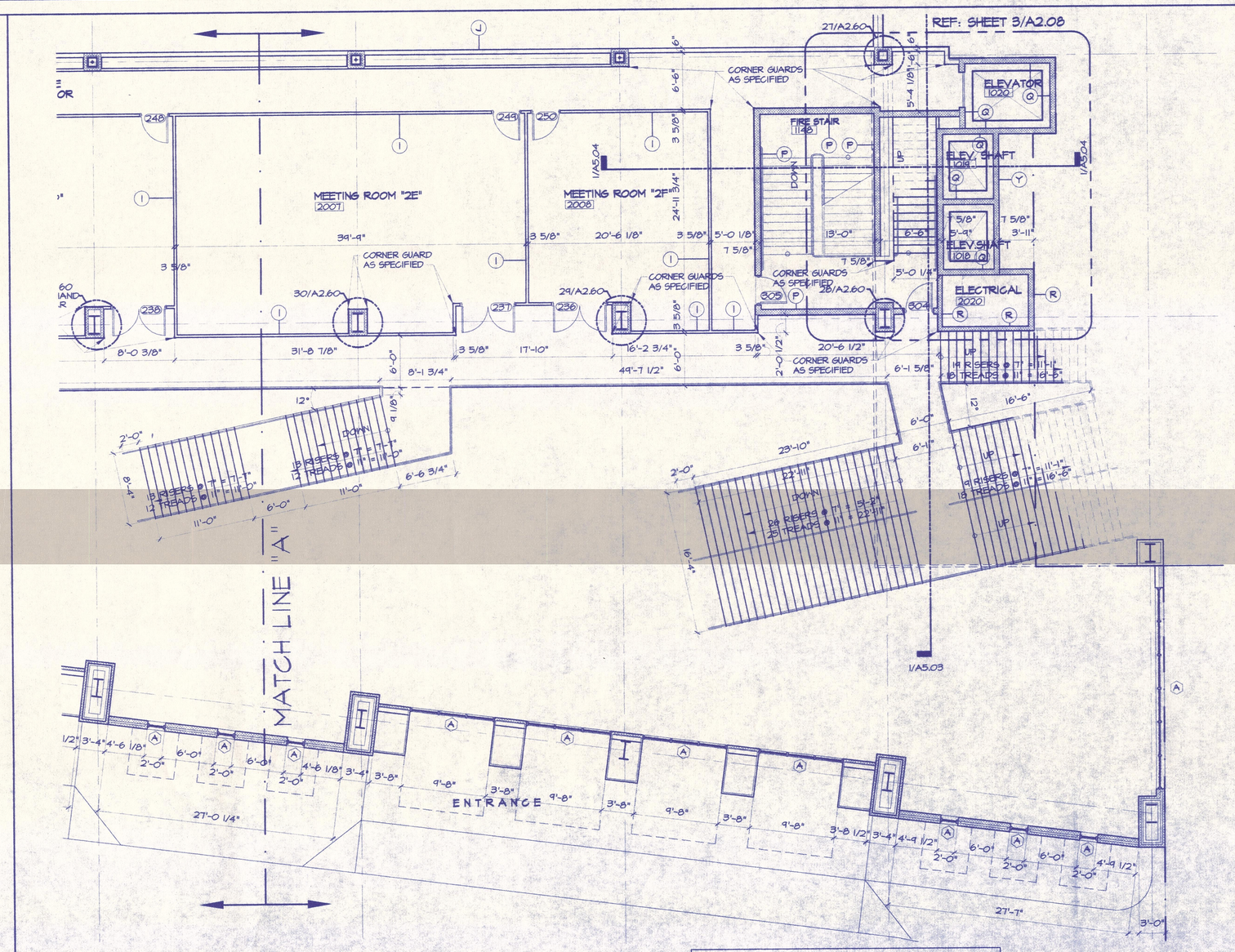
* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES



2 ENLARGED STAIR PLAN
SCALE: 1/4" = 1'-0"

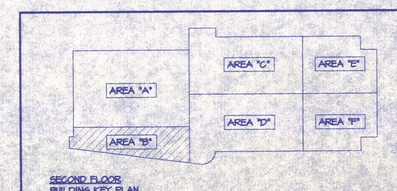


3 ENLARGED ELEVATOR PLAN
SCALE: 1/4" = 1'-0"



4 PARTIAL SECOND FLOOR PLAN
SCALE: 1/8 " = 1'-0"

* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES



SECOND FLOOR BUILDING KEY PLAN

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Architects, Inc.
Philip B. Long, A.I.A.
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MULTI-PURPOSE ARENA/EXHIBIT FACILITY
FOR THE
SOUTHEAST TEXAS ENTERTAINMENT COMPLEX
JEFFERSON COUNTY TEXAS

REGISTERED ARCHITECT PHILIP B. LONG 7-10-01 STATE OF TEXAS
ARCHITECT

ENGINEER

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ISSUE DATES
- OWNER'S REVIEW APRIL 20, 1999
- OWNER'S PRESENTATION JULY 8, 1999
- SCHEMATIC APPROVAL OCTOBER 11, 1999
- OWNER'S REVIEW MAY 7, 2001
- BIDS & CONSTRUCTION

PBT/PBL
DRAWN/CHECKED

A2.08
SHEET NO.
#9958A2.08

1 PARTIAL SECOND FLOOR PLAN

SCALE: 1/8 " = 1'-0"

CALLED NORTH

* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES

MATCH LINE "A"

MATCH LINE "A"

ARENA FLOOR BELOW
1050

SECOND FLOOR BUILDING KEY PLAN

AREA 'A' · AREA 'B' · AREA 'C' · AREA 'D' · AREA 'E' · AREA 'F'

MULTI-PURPOSE ARENA/EXHIBIT FACILITY
FOR THE
SOUTHEAST TEXAS ENTERTAINMENT COMPLEX
JEFFERSON COUNTY TEXAS

ISSUE DATES
OWNER'S REVIEW
APRIL 28, 1998
OWNER'S PRESENTATION
JULY 6, 1998
SCHEMATIC APPROVAL
OCTOBER, 11, 1998
OWNER'S REVIEW
MAY 1, 2001
BIDS & CONSTRUCTION

PBT/PBL
DRAWN/CHECKED

A2.09
SHEET NO.
4458A2.04

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ARCHITECT

REGISTERED ARCHITECT STATE OF TEXAS

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Philip B. Long, A.I.A.
★ ★ ★ ★ ★
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CIVIL
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BEAUMONT, TEXAS 77702
(409) 833-3383

PARTIAL SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

NORTH (CALLED)

* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES

ENTRANCE

MATCH LINE "A"

MATCH LINE "A"

ARENA FLOOR BELOW
1050

REF.: SHEET 2/A2.08

CAST CO
REF. BUIL

PRE-CAST CONCRETE SEATING RISERS

ARENA CONCRETE MALL. REFERENCE SECTION 2/A5.23 FOR DETAILS

3'-6" HIGH STEEL TUBE HANDRAIL. REFERENCE ELEVATION D/A3.24 FOR DETAILS

1'-7 1/2" HIGH STEEL TUBE HANDRAIL. REFERENCE ELEVATION 8/A3.24 FOR DETAILS

CONCESSIONS 2009

CONDIMENT BAR

CONCES 2013

COOLER 2011

STORAGE 2012

STORAGE 2010

ELECTRICAL 2020

ELEV. SHAFT 1041

ELEV. SHAFT 1040

ELEV. SHAFT 1039

H.V.A.C. 2021

OPEN

LOBBY #3 2060

CONCOURSE 2022

CONCOURSE 2041

PRIVATE BOX 2052

PRIVATE BOX 2051

PRIVATE BOX 2050

PRIVATE BOX 2049

PRIVATE BOX 2048

PRIVATE BOX 2047

PRIVATE BOX 2046

ARENA FLOOR BELOW
1050

SECOND FLOOR BUILDING SET PLAN

AREA 'A' · AREA 'B' · AREA 'C' · AREA 'D' · AREA 'E' · AREA 'F'

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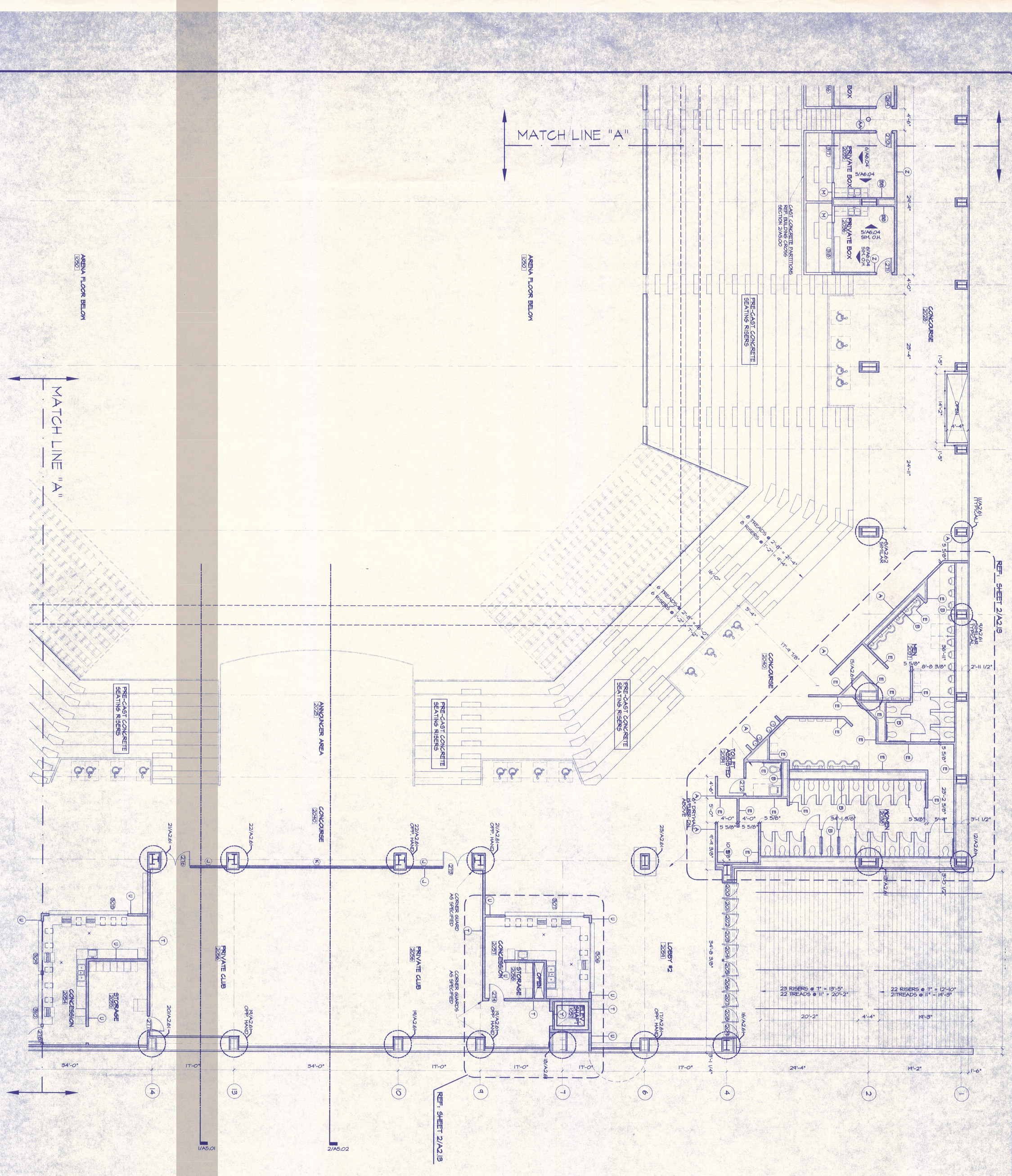
SCHEMATIC APPROVAL OCTOBER 11, 1999
OWNER'S REVIEW MAY 11, 2001
BIDS & CONSTRUCTION

PB?/PBL
DRAWN/CHECKED

ARCHITECT

A2.10
SHEET NO.
98ESA.210



Long ★ Magnuson *Architects, Inc.*
Philip B. Long, A.I.A.
★ ★ ★ ★ ★
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FOR THE
SOUTHEAST TEXAS ENTERTAINMENT COMPLEX
JEFFERSON COUNTY TEXAS

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ISSUE DATES

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APRIL 26, 1996
OWNER'S PRESENTATION
JUL 8, 1996
SCHEMATIC APPROVAL
OCTOBER 11, 1996
OWNER'S REVIEW
MAY 7, 2001
BIDS & CONSTRUCTION

PBT/FBL
DRAWN/CHECKED

A2.11
SHEET NO.
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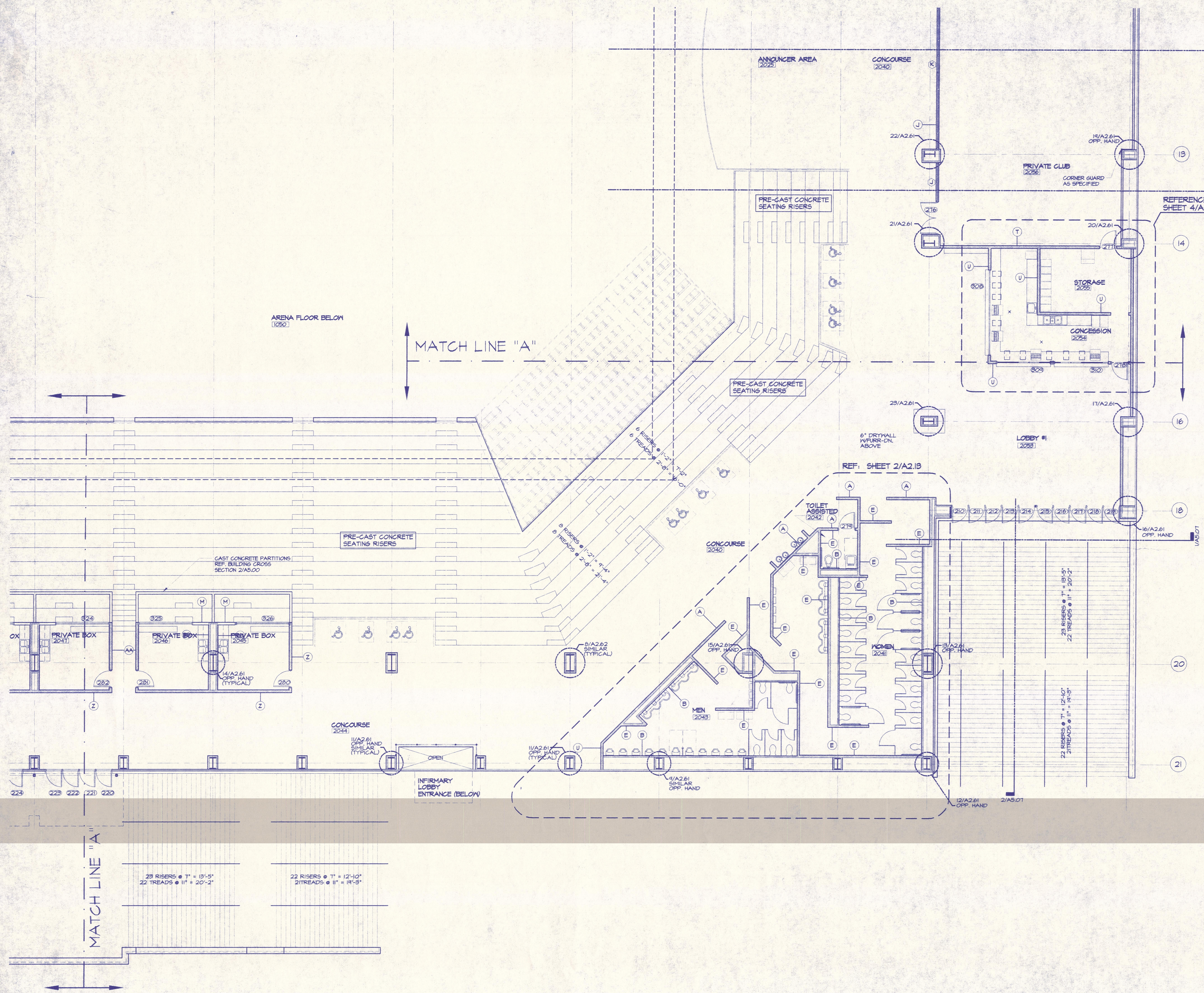
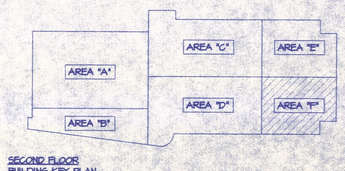


1 PARTIAL SECOND FLOOR PLAN
SCALE: 1/8 " = 1'-0"

* REFERENCE OTHER FLOOR PLANS FOR DIMESIONS OF ADJOINING SPACES



SECOND FLOOR BUILDING KEY PLAN

Long ★ Magnuson
Architects, Inc.
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OWNER'S REVIEW
MAY 1, 2001
BIDS & CONSTRUCTION

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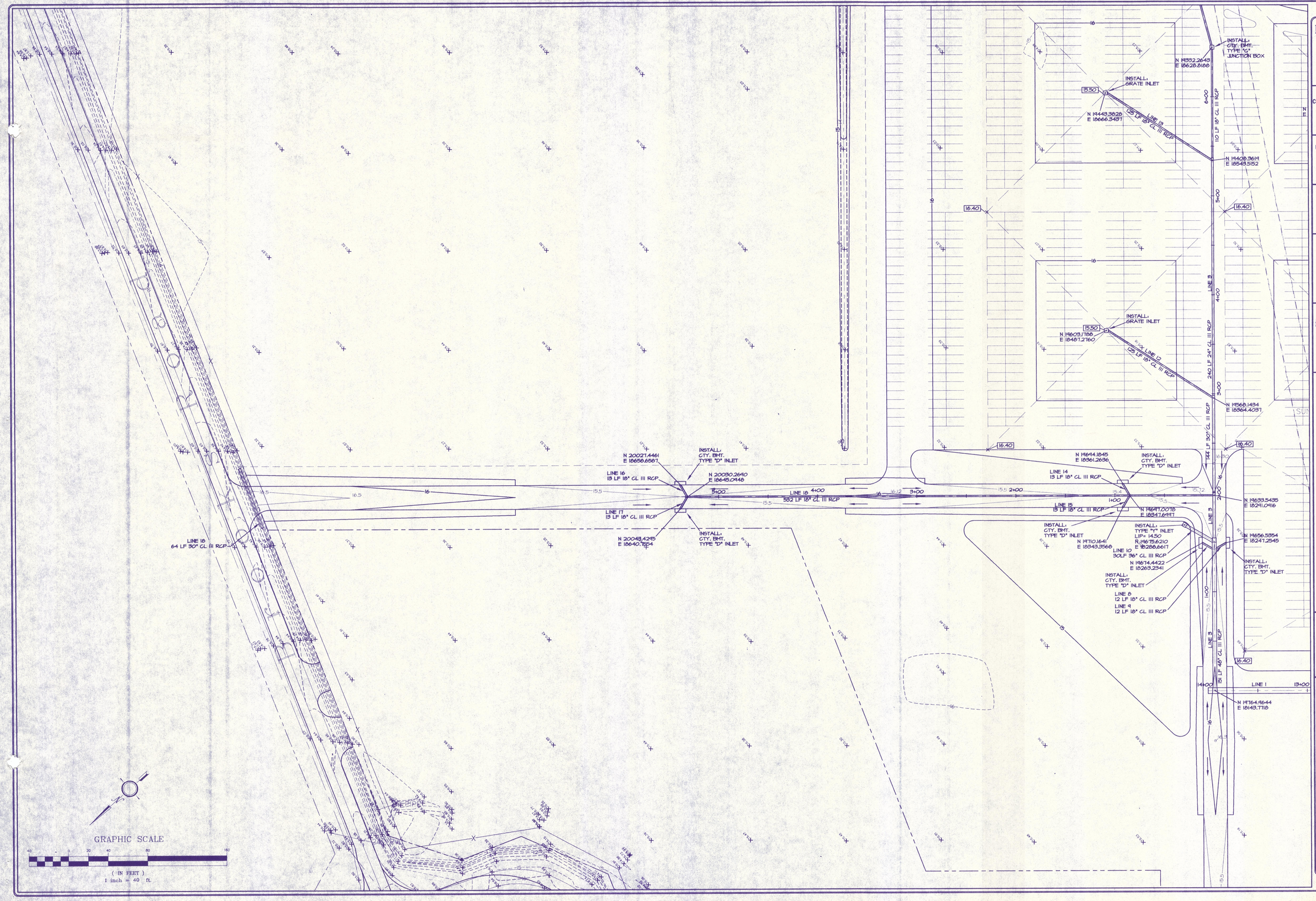
DRAWN/CHECKED

A2.12
SHEET NO.
99SEA2.12



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ENGINEER

12 FIELD FASTPITCH SOFTBALL FACILITY

FOR THE

SOUTHEAST TEXAS ENTERTAINMENT COMPLEX

JEFFERSON COUNTY TEXAS

OWNERSHIP OF DOCUMENTS

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ISSUE DATES

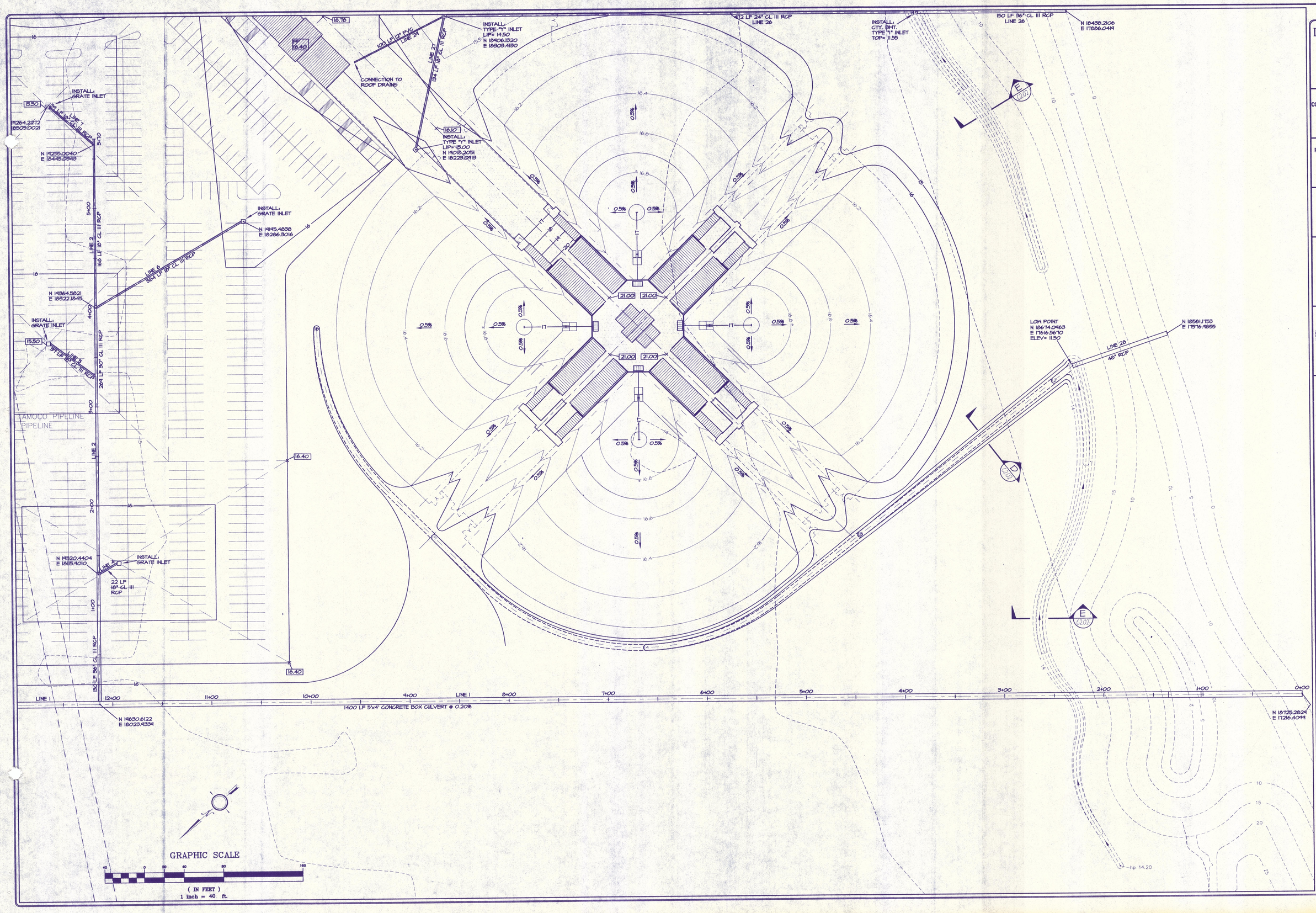
OWNER'S REVIEW
JANUARY 28, 2000

COMMISSIONER'S COURT
JULY 10, 2000

BIDS & CONSTRUCTION
JULY 11, 2000

RJC/JEA

C1.03
SHEET NO.



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STATE HIGHWAY 124

EXISTING SANTA FE RAILROAD

PROPERTY LINE

PRIVATE PROPERTY

PROPERTY LINE

BROOKS ROAD

20' EASEMENT

20' EASEMENT

POND

POND

PIPELINE

PIPELINE

PRIVATE PROPERTY

PRIVATE PROPERTY

PEDESTRIAN BRIDGE

PROPERTY LINE

IH - 10 SERVICE ROAD

BILLION MARSH BAYOU

BILLION MARSH BAYOU

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

269'-0"

89-2 1/2"

189'-0"

282'-0"

400'-0"

269'-0"

DRAINAGE DATA

AREA NO.	AREA (Ac.)	t_c	C	I_{100}	Q_{100}
1	0.57	15.0	0.90	9.4	4.80
2	8.90	15.0	.60	9.4	50.20
3	0.33	15.0	50	9.4	1.55
3A	0.34	15.0	50	9.4	1.60
4	0.55	15.0	90	9.4	4.65
5	4.11	15.0	90	9.4	34.77
6	21.39	16.1	80	9.1	155.70
7	27.51	16.7	50	9.1	125.40
8	1.66	15.0	90	9.4	14.04
9	4.99	15.0	50	9.4	23.50
10	2.04	15.0	50	9.4	9.58
11	1.06	15.0	50	9.4	4.98
12	1.65	15.0	90	9.4	13.96
13	1.32	15.0	90	9.4	11.17
14	1.32	15.0	90	9.4	11.17
15	1.16	15.0	90	9.4	9.81
16	1.34	15.0	90	9.4	11.33
17	1.82	15.0	50	9.4	15.51
18	0.85	15.0	50	9.4	3.99
19	0.70	15.0	50	9.4	3.30
20	0.71	15.0	50	9.4	3.30
21	2.58	15.0	50	9.4	12.20
22	4.33	15.0	50	9.4	20.40
23	2.82	15.0	50	9.4	13.30

DRAINAGE DATA BASED ON A 100 YR. STORM
t_c = TIME OF CONCENTRATION (min.=15min.)

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