

NOTICE TO NRG STADIUM LUXURY SUITE TENANTS REGARDING ARTWORK, DECORATIONS AND OTHER ITEMS

This Notice to NRG Stadium Luxury Suite Tenants Regarding Artwork and Decorations is hereby given to each suite tenant ("Tenant") pursuant to a Suite Lease Agreement ("Suite Agreement") between Tenant and Houston NFL Holdings, L.P. ("Landlord").

1. Landlord and Tenant have entered into a Suite Agreement setting forth the terms and conditions of the lease granted to Tenant by Landlord with respect to a luxury suite at NRG Stadium (the "Suite").

2. Pursuant to the terms of the Suite Agreement, Landlord may from time to time allow persons other than Tenant or Tenant's guest or invitees to use the Suite, provided that, as set forth in Section 13(a) of Exhibit F to the Suite Agreement, Landlord shall repair any damage caused to the Suite by persons other than Tenant or any of Tenant's guests or invitees.

3. Pursuant to Section 4 of Exhibit F to the Suite Agreement, Tenant may not make any additions or alterations in the interior or exterior of the Suite or the fixtures, furnishings and equipment therein, without the prior written consent of the Landlord.

4. As a condition to Landlord's granting to Tenant the required consent to place Tenant's decorations, artwork or other items (including without limitation television sets, VCRs, radios and binoculars) in the Suite, **Tenant must complete and sign the attached Artwork, Decorations and Other Items Release and Indemnification Agreement**. No consent is granted by Landlord to the placement or installation of any of Tenant's artwork, decorations or other items unless the attached Release and Indemnification Agreement is signed and returned to Landlord.

5. As indicated in the attached Artwork, Decorations and Other Items Release and Indemnification Agreement, Tenant must use persons provided by the Stadium Manager to install or remove or rearrange decorations, artwork or other items in the Suite. All costs of such installation, removal or rearranging shall be borne by the Tenant. If Tenant wishes special security precautions for the decorations, artwork or other items in the Suite (such as locking devices to secure the decorations or artwork), Tenant should so indicate at the time the decorations, artwork or other items are being installed or placed in the Suite; otherwise, no special security precautions will be taken. As indicated in the attached Release and Indemnification Agreement, Tenant shall bear all risk of loss, damage, destruction or theft of any decorations, artwork or other items placed in the Suite.

6. Tenant must complete and sign the Artwork, Decorations and Other Items Release and Indemnification Agreement each time Tenant adds decorations or artwork to the Suite.

Please call your Luxe Coordinator if you should you have any questions regarding this matter or need additional copies of the Agreement.

Attachment: Artwork, Decorations and Other Items Release and Indemnification Agreement

ARTWORK, DECORATIONS AND OTHER ITEMS RELEASE AND INDEMNIFICATION AGREEMENT

This Artwork, Decorations and Other Items Release and Indemnification Agreement (the “Agreement”) between Houston NFL Holdings, L.P. (“Landlord”) and the undersigned Tenant is dated _____, 20__.

WHEREAS, Landlord and Tenant have entered into a Suite Lease Agreement (the “Suite Lease Agreement”) setting forth the terms and conditions of the lease granted to Tenant by Landlord with respect to a luxury suite at NRG Stadium (the “Suite”), capitalized terms used herein having the meanings given to such terms in the Suite Lease Agreement unless otherwise defined herein;

WHEREAS, Tenant wishes to place or install (or has already placed or installed) the decorations, artwork or other items described on Exhibit A, attached hereto and made a part hereof (the “Decorations”), in the Suite;

WHEREAS, Tenant is aware that from time to time other persons may use or have access to the Suite;

WHEREAS, pursuant to Section 4 of Exhibit F to the Suite Lease Agreement, Tenant may not make any additions or alterations in the interior or exterior of the Suite or the fixtures, furnishings and equipment therein, including without limitation the placement or installation of the Decorations, without the prior written consent of the Landlord; and

WHEREAS, Landlord is willing to consent to Tenant’s placement or installation of the Decorations in the Suite only on certain conditions.

NOW THEREFORE, Landlord and Tenant, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, agree as follows:

1. Tenant may place or install the Decorations in the Suite, subject to the terms and conditions of this Agreement.
2. Landlord’s consent relates only to the Decorations. If Tenant wishes to place or install other decorations or artwork in the Suite, Tenant must obtain Landlord’s consent before doing so, in which case such additional decorations or artwork shall be considered Decorations for purposes of this Agreement. Tenant acknowledges that Tenant will not display obscene or inappropriate decorations or artwork in the Suite, such determination to be made by Landlord in Landlord’s sole discretion. If Tenant wishes to place other items, such as television sets, radios or binoculars, in the Suite, Tenant does so at Tenant’s sole risk and expense. All such items shall be included in the defined term “Decorations” regardless of whether or not listed on Exhibit A.
3. The Decorations will be in the Suite at Tenant’s sole risk and expense. Notwithstanding the provisions of Section 13(a) of Exhibit F to the Suite Lease Agreement, Tenant assumes all risk of loss, theft or destruction of or damage to the Decorations from any cause whatsoever.
4. Tenant agrees that only Stadium Manager personnel, or personnel approved by Stadium Manager, may install or remove or rearrange the Decorations that must be hung on the walls of the Suite or that are of a size that may not be easily carried or moved by one person. Tenant agrees to pay Stadium Manager, or personnel approved by Stadium Manager, all reasonable and customary costs associated with the installation, removal or rearranging of the Decorations in the Suite (“Decorations’ Installation”). Landlord will provide Tenant a good-faith estimate of costs associated with Decorations Installation prior to commencement of such work.

5. Unless Tenant has licensed the Suite for events held by the Houston Livestock Show and Rodeo, Tenant agrees that the Decorations shall be removed promptly after the conclusion of the last Regular Season Game, unless the Team participates in post-season NFL games at the Stadium, in which case removal of the Decorations shall occur promptly after the last post-season NFL game played by the Team at the Stadium. Landlord agrees to provide timely assistance in order for Tenant to fulfill its obligations hereunder.

6. RELEASE AND INDEMNIFICATION. IN CONSIDERATION OF BEING PERMITTED TO PLACE THE DECORATIONS IN THE SUITE, TENANT AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TENANT, HARRIS COUNTY, HARRIS COUNTY SPORTS & CONVENTION CORPORATION, HARRIS COUNTY-HOUSTON SPORTS AUTHORITY, SMG-NRG PARK. AND HOUSTON LIVESTOCK SHOW AND RODEO, INC., AND THEIR RESPECTIVE AFFILIATES OR SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OWNERS AND AGENTS (THE "RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES AND LITIGATION EXPENSES ("CLAIMS"), ARISING OUT OF ANY LOSS, THEFT OR DESTRUCTION OF OR DAMAGE TO THE DECORATIONS FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DESTRUCTION OR DAMAGE THAT MIGHT OCCUR DURING THE INSTALLATION, REMOVAL OR REARRANGING OF THE DECORATIONS, AND ANY CLAIMS FOR PERSONAL INJURY OR DEATH THAT MIGHT OCCUR DURING THE INSTALLATION, REMOVAL OR REARRANGING OF THE DECORATIONS, REGARDLESS OF WHETHER SUCH CLAIM WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY RELEASED PARTY, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A RELEASED PARTY.

7. If the provisions of this Agreement conflict in any way with the provisions of the Suite Lease Agreement, the Suite Lease Agreement shall control, except as expressly provided herein with respect to the Decorations.

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

TENANT:

HOUSTON NFL HOLDINGS, L.P.

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

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

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____