

GUARANTY

BY

HOUSTON OILERS, INC.

IN FAVOR OF

**THE SPORTS AUTHORITY OF
THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

May 14, 1996

GUARANTY

This Guaranty (this "*Guaranty*") is made as of May 14, 1996, by Houston Oilers, Inc., a Texas corporation ("*Guarantor*"), in favor of The Sports Authority of The Metropolitan Government of Nashville and Davidson County, a public, nonprofit corporation created pursuant to the Tennessee Sports Authority Act of 1993 (the "*Sports Authority*").

WITNESSETH

WHEREAS, The Metropolitan Government of Nashville and Davidson County (the "*Metropolitan Government*"), the Sports Authority, Guarantor and Cumberland Stadium, L.P., a Tennessee limited partnership ("*Cumberland*"), are parties to that certain Development Agreement, dated effective as of March 7, 1996 (as may be amended or modified from time to time, the "*Development Agreement*");

WHEREAS, pursuant to the terms and subject to the conditions of the Development Agreement, the Sports Authority and Cumberland have entered into that certain Stadium Lease of even date herewith (as may be amended or modified from time to time, the "*Stadium Lease*");

WHEREAS, the Development Agreement provides for the delivery by Guarantor of a guaranty of the obligations of Cumberland under the Stadium Lease, and the Sports Authority has made it a condition to the execution and delivery of the Stadium Lease by it that such a guaranty be delivered by Guarantor; and

WHEREAS, Cumberland is an affiliate of Guarantor, and Guarantor wishes to guarantee Cumberland's payment and performance of its obligations under the Stadium Lease;

NOW, THEREFORE, in consideration of the consummation of the transactions contemplated by the Development Agreement and the Stadium Lease and in order to provide an inducement to the Sports Authority to enter into the Stadium Lease, Guarantor, intending to be bound pursuant to the terms and subject to the conditions of this Guaranty, hereby undertakes and makes the following guaranty to the Sports Authority:

1. Guarantor represents and warrants that there are valid business purposes and advantages accruing to Guarantor by the making of this Guaranty and to be derived by it from Cumberland's entry into the Stadium Lease. Guarantor acknowledges that the Sports Authority is relying upon this Guaranty in making the decision to consummate the transactions contemplated under the Stadium Lease.

2. Guarantor does at all times unconditionally and irrevocably guarantee to the Sports Authority (a) the full and faithful performance by Cumberland of each and every covenant, duty and obligation to be performed by Cumberland under the terms (taking into account the notice and grace periods set forth in the Stadium Lease) of the Stadium Lease and (b) the punctual and full payment when due of each and every sum due or to become due from

Cumberland under the terms (taking into account the notice and grace periods set forth in the Stadium Lease) of the Stadium Lease, including, but not limited to, the payment by Cumberland of any and all losses, direct or indirect, liabilities, damages, costs and expenses (to the extent recoverable under the terms of the Stadium Lease) from any breach of a representation and warranty or covenant by Cumberland under the Stadium Lease. If Cumberland shall fail to perform its obligations under the Stadium Lease within the time limits set forth in the Stadium Lease (taking into account the notice and grace periods set forth therein) or otherwise agreed to in writing between Cumberland and the Sports Authority (or within a reasonable time where no such time limits are so set forth), thereupon the guaranty herein contained shall become absolute.

3. This Guaranty made herein is an unlimited and continuing guaranty of payment and performance and is applicable to the Stadium Lease and all amendments, changes, modifications and extensions respecting the Stadium Lease as the parties thereto may agree upon. It is part of Guarantor's agreement herein that Cumberland and the Sports Authority may deal freely and directly with each other without notice to or consent of Guarantor and may enter such changes, modifications and extensions to Cumberland's representations and warranties and covenants under the Stadium Lease and deal with all related matters without diminishing or discharging to any extent Guarantor's liability hereunder.

4. Except as hereinafter provided in this Paragraph, Guarantor hereby waives all notice to which it might otherwise be entitled by law in order that the guaranty herein should continue in full force and effect, including, without limiting the generality of the foregoing, notice of any change, modification or extension of the Stadium Lease or notice of any default of Cumberland in performance or payment thereunder. It shall not be necessary to realize the benefits of this Guaranty against Guarantor for the Sports Authority to commence any proceeding at law or in equity against Cumberland or take any action to enforce its rights against Cumberland or do anything more than make demand upon, or provide notice to Cumberland, to the extent provided in the Stadium Lease, with a copy to Guarantor, for specific compliance or payment or other indemnity, as the case may be.

5. This Guaranty is, and shall constitute, a direct obligation of Guarantor and shall inure to the benefit of the Sports Authority and the Sports Authority's successors and assigns permitted under the terms of the Stadium Lease.

6. No delay on the part of the Sports Authority in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any right, power or remedy hereunder, nor shall Guarantor's liability hereunder be prejudiced, impaired or affected by any of the following, whether with or without Guarantor's knowledge or consent: (a) any assignment of Cumberland's interest under the Stadium Lease unless Cumberland is released from liability in connection with such assignment under Article 13 of the Stadium Lease or (b) the merger, consolidation, cessation of business, dissolution or liquidation of Cumberland.

7. The obligations of the Guarantor hereunder shall be independent and unconditional without regard to any circumstances that might constitute a legal or equitable

discharge of a surety or guarantor, except that, notwithstanding any other provision of this Guaranty, Guarantor shall have under this Guaranty all defenses whatsoever against the Sports Authority, other than defenses of Cumberland under bankruptcy, reorganization, insolvency, moratorium or similar laws, that are available to Cumberland under or with respect to the Stadium Lease, as it is the intent of the parties that Guarantor shall have the same liability hereunder as if Guarantor rather than Cumberland had been the party to the Stadium Lease. Guarantor shall be subrogated to all rights of Cumberland upon Guarantor's payment or performance hereunder of any liability or obligation on behalf of Cumberland.

8. If at any time any provision hereof is or becomes invalid, illegal or unenforceable in any aspect under the law of any applicable jurisdiction, neither the validity, legality or enforceability of the remaining provisions hereof under the law of such jurisdiction nor the validity, legality or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

9. This Guaranty shall terminate, and the guaranty provided hereunder shall have no further force or effect and Guarantor's obligations hereunder shall be discharged on the earlier of:

(a) The date on which all outstanding obligations to the Sports Authority by Cumberland under the Stadium Lease have been performed (including, without limitation, any obligations that by their nature would survive termination, cancellation or expiration of the Stadium Lease) or paid in full, whether paid or performed by Cumberland, Guarantor or otherwise, and no other obligations remain outstanding under the Stadium Lease; or

(b) The date Guarantor is released from liability under this Guaranty pursuant to the terms of the Development Agreement.

10. The construction and performance of this Guaranty shall be governed by the internal laws of the State of Tennessee.

11. All notices, consents, approvals and other communications given to any party hereto shall be in writing to such party at the address set forth below or at such other address as such party may designate by notice to the other party hereto in accordance with this Paragraph 11 and may be delivered personally (including delivery by private courier services, including overnight courier delivery) or by telecopy (with a copy of such notice sent by private courier service for overnight delivery or by registered or certified mail), or by first-class United States mail, postage prepaid, registered or certified mail with return receipt requested, to the party entitled thereto, and shall be deemed to be duly given or made when received:

To Guarantor:

Houston Oilers, Inc.
4400 Post Oak Parkway
5 Post Oak Park
Suite 2800
Houston, TX 77027
Attention: Michael D. McClure
Telecopy No.: (713) 881-3471

Copy to:

Steve Underwood
Houston Oilers, Inc.
4400 Post Oak Parkway
5 Post Oak Park
Suite 2800
Houston, TX 77027
Telecopy No.: (713) 881-3471

To the Sports Authority:

The Sports Authority of The Metropolitan
Government of Nashville and Davidson County
106 Metropolitan Courthouse
Nashville, TN 37201
Attention: Chair
Telecopy No.: (615) 862-6156

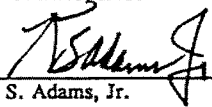
Copy to:

Director of Law of the Metropolitan Government
204 Metropolitan Courthouse
Nashville, TN 37201
Telecopy No.: (615) 862-6352

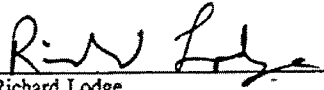
12. The rights provided the Sports Authority in this Guaranty are not exclusive of any other rights that may be available to Sports Authority under any other document or at law or equity.

IN WITNESS WHEREOF, each of the parties below has executed and delivered this Guaranty as of the date first written above.

HOUSTON OILERS, INC.

By: 
K. S. Adams, Jr.
President

THE SPORTS AUTHORITY OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: 
Richard Lodge
Chair