

AMENDMENT

TO

**TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY
AND
BROWNSVILLE WEST SEA, LTD
AND
TICKETMASTER, LLC**

AND TO

**TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY
AND
BROWNSVILLE WEST SEA, LTD
AND
HOTEL RESERVATIONS NETWORK, INC.**

This amendment (the "Amendment") is by and among HIDALGO COUNTY, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representatives, pursuant to an Order dated _____, 2006 by the Hidalgo County Commissioners Court (hereinafter referred to as the "Commissioners Court"), BROWNSVILLE WEST SEA, LTD., a Texas limited partnership, (hereinafter referred to as "Lessor") TICKETMASTER, LLC, a Delaware limited liability company (hereinafter referred to as "Ticketmaster" or a "Lessee") and HOTEL RESERVATIONS NETWORK, INC. a Delaware corporation (hereinafter referred to as "HRN" or a "Lessee") and amends:

(a) that certain Tax Abatement Agreement (the "BWS/Ticketmaster Agreement") between the County, Lessor and Ticketmaster entered into as of December 28, 2001, and

(b) that certain Tax Abatement Agreement (the "BWS/HRN Agreement", and together with the BWS/Ticketmaster Agreement, the "Tax Abatement Agreements") between HIDALGO COUNTY and Lessor and HRN entered into as of December 28, 2001.

WITNESSETH:

WHEREAS, on the 28th day of December, 2001, the County adopted an Order (the "Order"), establishing a County Reinvestment Zone for commercial/industrial tax abatement (hereinafter the "Zone"), as authorized by the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code § 312.401 et seq., as amended (the "Act"); and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the County, the Commissioners Court deemed it to be in the best interest of the County to enter into the Tax Abatement Agreements in accordance with said Order and Act; and

WHEREAS, the Commissioners Court entered into the Tax Abatement Agreements; and

WHEREAS, the Tax Abatement Agreements relate to the same parcel of real property located in the Zone and owned by the Lessor, which is legally described in the attached Exhibit A; and

WHEREAS, in order for the Lessor to qualify for tax abatement as contemplated in each Tax Abatement Agreement it would be necessary to aggregate the amounts expended by the Lessor pursuant to the two agreements; and

WHEREAS, the Lessor partially complied with the Tax Abatement Agreements but expended less funds than originally contemplated by the Tax Abatement Agreements; and

WHEREAS, the amount actually expended by the Lessor would qualify the Lessor for a 25% tax abatement if the Tax Abatement Agreements were treated as one agreement while the Lessor received an 80% tax abatement; and

WHEREAS, the County pursuant to an order adopted by the County on _____, 2006, decided to treat the Tax Abatement Agreements collectively with respect to the Lessor so that the Lessor would qualify for the 25% tax abatement pursuant to the Tax Abatement Agreements and to recoup the amount of taxes wrongly abated in excess of such amount; and

WHEREAS, it is in the best interests of the County to clarify the Tax Abatement Agreements by entering into this Amendment,

NOW, THEREFORE, the County for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the attraction of major investment in the Zone and the expansion of primary employment which contributes to the economic development of the County and the enhancement of the tax base in the County), and the Lessor and Lessees for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the

tax abatement set forth herein, as authorized by the Act), do hereby contract, covenant and agree as follows:

1. **Definitions.** All terms defined in the Tax Abatement Agreements shall have the meaning set forth therein unless otherwise defined herein.
2. **Single Agreement.** The parties agree that for the purpose of calculating the Lessor's tax abatement, the BWS/Ticketmaster Agreement and the BWS/HRN Agreement shall be treated as if they were one tax abatement agreement. Notwithstanding anything herein to the contrary, there shall be no change to either Tax Abatement Agreement with respect to the Lessees.
3. **Improvements.** Notwithstanding anything to the contrary in Section 2.01 of the Tax Abatement Agreements, Lessor represents and warrants that the aggregate cost of the Improvements was \$1,570,671.99, as set forth on Exhibit B attached hereto and made a part hereof. The County and Lessor agree that the Lessor's tax abatement shall be calculated on the basis of such actual Improvements. The parties acknowledge that based on the actual Improvements, the Lessor qualified under the Tax Abatement Agreements for a 25% tax abatement.
4. **Recapture of Excess Tax Abatement.** The Lessor acknowledges that the Lessor inadvertently received an 80% abatement on its taxes for tax years 2003 through 2005, as specified on Exhibit C attached hereto and made a part hereof, and that the County is entitled to recapture the excess amount of \$21,667.79 (the "Recapture Amount"). Lessor further acknowledges and agrees that in the event Lessor fails to promptly pay the Recapture Amount, that the County shall have the right to terminate the Tax Abatement Agreements with respect to Lessor and to recapture all taxes abated pursuant thereto.
4. **Commissioners Court Authorization.** This Amendment was authorized by Order of the Commissioners Court dated the _____ day of _____, 2006 authorizing the County Judge to execute this Agreement on behalf of the County.
5. **Severability.** In the event any paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Amendment and the Tax Abatement Agreements shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.
6. **Applicable Law.** This Amendment shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.
7. **Recordation of Amendment.** A certified copy of this Amendment in recordable form shall be recorded in the Deed Records of Hidalgo County, Texas.

8. **Ratification of Tax Abatement Agreements.** The Tax Abatement Agreements, as amended hereby, are ratified and confirmed.

EXECUTED IN DUPLICATE ORIGINALS and made effective as of this ____ day of _____, 2006.

BROWNSVILLE WEST SEA, LTD.

By: South Texas Sweet as Sugar Corporation
Its: General Partner

By: _____
Name: _____
Title: _____

TICKETMASTER, LLC.

By: _____
Name: _____
Title: _____

HOTEL RESERVATIONS NETWORK, INC.

By: _____
Name: _____
Title: _____

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, Hidalgo County Judge

ATTEST:

Eddie Trevino, Hidalgo County Clerk

STATE OF TEXAS)
)
COUNTY OF)

This instrument was acknowledged before me on the _____ day of _____, 2006, by _____, President of South Texas Sweet As Sugar Corporation, a Texas corporation, General Partner of Brownsville West Sea, Ltd., a Texas limited partnership.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF)

This instrument was acknowledged before me on the _____ day of _____, 2006, by _____, _____ of Ticketmaster, LLC, a Delaware limited liability company.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF)

This instrument was acknowledged before me on the _____ day of _____, 2006, by _____, _____ of Hotel Reservations Network, Inc. a Delaware corporation.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on the _____ day of _____, 2006, by Ramon Garcia, County Judge of Hidalgo County, Texas, a political subdivision of the State of Texas on behalf of said political subdivision.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Office of the Hidalgo County Judge
Attention: _____
100 East Cano, 2nd Floor
Edinburg, Texas 78539