

4.02 Use of the Conference Center by Williamson County. During the Term of this Agreement, in connection with a Williamson County (the "**County**") or County-sponsored event, the County shall have the right to use the ballroom at the Conference Center, or, at the County's discretion, the smaller meeting and breakout rooms within the Conference Center or the Hotel, for any purpose for up to three (3) times each year for sessions of up to eight (8) hours each (excluding the time required to set-up and clean-up the ballroom at the Conference Center).

4.03 Program Schedule. The City and the County shall submit proposed dates of use of the Conference Center to Lessee no later than October 1st of each year during the Term of this Agreement for the following January through December period. Annually, Lessee shall prepare a Conference Center schedule (the "**Program Schedule**") and in doing so shall give first priority to the City's and the County's use requests timely submitted by the City and the County so long as Lessee submits its requests in accordance with the time frame set forth in the first sentence of this Section. On or before December 1st of each year, Lessee shall submit the Program Schedule to City and to the County for the following calendar year which shall include those dates of use requested by the City and County on or before the October 1st deadline that were not subject to rental or license agreements on October 1st. The City and the County are not prohibited from requesting use dates after the October 1st deadline, however, such requested dates will be subject to availability determined at the time of such request and subject to the then-standard "black out" dates established by Lessee and Approved Franchisor. In order to accommodate the rights of the City and the County under this Agreement, the Lessee, the City and the County may modify the Program Schedule from time to time as they may collectively agree.

4.04 Rent, Deposits, Parking, and Other Charges. The City and the County shall not be required to pay room rental charges for uses of the Conference Center allowed by this Article IV. The City and the County shall be required to pay for labor (including set up and tear down) at cost (without retail mark-up). The City and the County shall be required to pay gratuity charges (at the then current standard, non-discounted rate and calculated based on the non-discounted services, as applicable). The City and the County shall not be required to purchase food and drink or other retail services from the Hotel or the Conference Center provider but if they choose to do so, the lowest rates and charges for such services that are charged to other users of the Conference Center shall be the rates and charges applicable to the City and the County. Lessee shall not assess or collect any fees or charges for use of the Public Parking Garage associated with the City's and the County's uses of the Conference Center under this Article IV. For each separate use of the Conference Center by the City or the County, the City or the County, as applicable, shall be required to deposit (in good funds) an amount equal to the deposit charged by Lessee to third-parties reserving space at the Conference Center. Such deposit shall be deposited with Lessee at least three (3) months prior to the date of any scheduled use by the City or the County (as reflected in the Program Schedule) and shall be refundable at all times to the City or the County, less costs charged against the deposit in accordance with this Section 4.04, except such deposit shall immediately become non-refundable (a) in the event of a cancellation of a scheduled use by City or County less than thirty (30) days prior to the date of any scheduled use that is not subsequently and actually rented to another party, or (b) as otherwise set forth in any contract governing the scheduled use entered into by City or County and Lessee or Approved Franchisor.

4.05 City's Conference Center Default. In the event that City violates any of its obligations under Article IV of this Agreement ("**City Conference Center Default**") and such violation (i) is curable and is not cured within a period of ninety (90) days for non-monetary defaults or thirty (30) days for monetary defaults from the date that Lessee provides written notice to City (the "**City Cure Period**"), or (ii) occurs more than three (3) times in any one (1) calendar year during the Term of this Agreement, Lessee shall have the right to suspend use of the Conference Center granted to City in Article IV for the remainder of the Term year in which the violation occurred. In addition, after the expiration of the City Cure Period, if City shall have failed to cure a City Conference Center Default, Lessee may, immediately,

or at any time thereafter, without further notice, perform the same for the account and at the expense of the City. Notwithstanding the above, in the case of an emergency, Lessee may, after notice to City, so perform in City's stead prior to the expiration of the City Cure Period provided, however, City shall not be deemed in default under this Agreement. The cessation of such rights due to an uncured City Conference Center Default shall not be deemed to terminate any of the City's obligations under this Agreement, any Related Agreement or in any other manner affect Lessee's rights hereunder. Lessee shall have no recourse against the County for a City Conference Center Default.

4.06 County's Conference Center Default. In the event that the County violates any of its obligations under Article IV of this Agreement ("**County Conference Center Default**") and such violation (i) is curable and is not cured within a period of ninety (90) days for non-monetary defaults or thirty (30) days for monetary defaults from the date that Lessee provides written notice to County (the "**County Cure Period**"), or (ii) occurs more than three (3) times in any one (1) calendar year during the Term of this Agreement, Lessee shall have the right to suspend use of the Conference Center granted to the County in Article IV for the remainder of the Term year in which the violation occurred. In addition, after the expiration of the County Cure Period, if the County shall have failed to cure a County Conference Center Default, Lessee may, immediately, or at any time thereafter, without further notice, perform the same for the account and at the expense of the County. Notwithstanding the above, in the case of an emergency, Lessee may, after notice to the County, so perform in County's stead prior to the expiration of the County Cure Period provided, however, the County shall not be deemed in default under this Agreement. Lessee shall have no recourse against the City for a County Conference Center Default.

4.07 City/County Enforcement of Use Rights in Approved Franchise. Lessee agrees to cause the Approved Franchisor to acknowledge and consent to the rights of the City and County contained in Sections 4.01 – 4.04 herein (collectively, the "**City/County Conference Center Rights**"). Lessee hereby agrees to cause the Approved Franchisor to abide by and recognize the City/County Conference Center Rights. While neither the City nor the County will not have direct privity with the Approved Franchisor, Lessee hereby grants to each of the City and the County a limited power of attorney and the right to enforce the Approved Franchise as same relates to the City/County Conference Center Rights to be exercised only in the event that (i) Lessee is in default under this Agreement and such default continues beyond applicable notice and cure periods or (ii) Lessee fails to cause Approved Franchisor to recognize or abide by the City/County Conference Center Rights. Approved Franchisor may rely on this Section 4.07 for the purpose of the City's and County's enforcement of the foregoing limited power of attorney. In furtherance of the foregoing, in the event that (i) Lessee transfers its interests under this Agreement to a Qualified Lessee or other party approved by the City pursuant to this Agreement or (ii) a new Approved Franchisor is engaged under an Approved Franchise Agreement, Lessee (or such "new" Lessee in the case of a transfer pursuant to (i) in this sentence) will execute a confirmatory power of attorney for the benefit of the City.

4.08 Off-Site Parking and Shuttle Service. In connection with and furtherance of the ordinary course of Hotel and Conference Center operations and in recognition of the fact that the Public Parking Garage is a City-owned facility intended to also serve visitors to Rivery Park and other members of the general public, Lessee will provide shuttle services to and from the Conference Center and Hotel, and to and from off-site parking locations, whenever the offsite parking locations are being utilized to accommodate parking demands and such shuttle services shall be provided at no cost to the City or to the shuttle passengers. Lessee shall designate at least one location to be determined by Lessee (at its sole discretion), on the Project Site for the purpose of picking-up and dropping-off the general public, guests and invitees utilizing the off-site parking shuttle provided by Lessee and other transportation services on the Project Site. A porte-cochere for the Hotel shall satisfy the foregoing requirement of a designated location for a shuttle/transportation stop. The foregoing obligation shall not be deemed a requirement to establish a public transportation or bus stop at the Project Site.