

SECOND AMENDMENT TO STADIUM LEASE AGREEMENT

This Second Amendment to Stadium Lease Agreement ("Amendment") is made and entered into effective as of the 29th day of March, 2002 by and between the HARRIS COUNTY-HOUSTON SPORTS AUTHORITY ("Sports Authority"), a sports and community venue district created under Chapter 355 of the Texas Local Government Code, and HOUSTON MCLANE COMPANY, INC. ("Houston McLane"), a Texas corporation.

RECITALS

Reference is here made to that certain Stadium Lease Agreement (the same, as amended by that certain First Amendment to Stadium Lease Agreement dated effective as of December 31, 1999, is herein called "Original Agreement") dated June 17, 1998 executed by and between the Sports Authority and Houston McLane. Words with initial capital letters used but not defined herein shall have the respective meanings ascribed to them in the Original Agreement.

Houston McLane has advised the Sports Authority that Houston McLane desires to enter into a Sponsorship Agreement (herein so called) pursuant to which the grantee of rights thereunder (the "Sponsor") will have the right to construct certain improvements in the grounds outside the Stadium along Crawford Street. Certain questions have arisen as to whether or not such improvements substantially conform to the Stadium Project Design/Development Criteria as provided for in Section 6.3 of the Original Agreement. To resolve such questions, the parties execute and deliver this Amendment.

AGREEMENTS

For and in consideration of the respective covenants and agreements of the Parties set forth herein and in the Original Agreement, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Sports Authority and Houston McLane hereby agree as follows:

1. In consideration of the agreements of Houston McLane set forth hereinbelow with regard to payment of additional rentals, the Sports Authority hereby approves the construction of improvements pursuant to the Sponsorship Agreement to be referenced initially as "Town Square" (which name may also include the name of the Sponsor) so long as the same are in substantial conformity with the preliminary design of Halliburton Town Square which is attached hereto as Exhibit A and made part hereof for all purposes (the "Town Square Improvements"). For purposes of Section 6.3 of the Original Agreement the Town Square Improvements shall constitute Additional Improvements. The Sports Authority recognizes that the Sponsorship Agreement provides that the Sponsor will be responsible for all charges, costs and expenses of design and construction of the Town Square Improvements; such provision shall not, however, release Houston McLane from any of its obligations under the Original Agreement with regard to payment for construction of such Additional Work.

2. In consideration for the agreements of the Sports Authority set forth herein, Houston McLane agrees to pay the Sports Authority as supplemental rent (in addition to all other rent and charges under the Original Agreement including Basic Rentals) the sum of \$13,000,000, plus interest on the balance thereof remaining outstanding from time to time at the rate of 7% per annum, which shall be paid by Houston McLane in an initial payment of \$1,625,000 which is due and payable on April 25, 2002, and in subsequent annual installments of \$2,110,667.87 each, with the first such installment being due and payable on April 25, 2003 and with a like payment being due and payable on each April 25 thereafter through and including April 25, 2009 (such supplemental rent being herein called the "Supplemental Rentals"). Accordingly, Houston McLane shall pay the Supplemental Rentals in annual installments the first of which (in the amount of \$1,625,000) shall be due and payable on April 25, 2002 and in subsequent annual installments of \$2,110,667.87 each, with the first such installment being due and payable on April 25, 2003 and with a like payment being due and payable on each April 25 thereafter through and including April 25, 2009. Notwithstanding the foregoing provisions of this paragraph or any other provision hereof, Houston McLane's obligation to pay each installment of the Supplemental Rentals shall be expressly contingent upon Houston McLane having received payments due to it by the Sponsor under the Sponsorship Agreement, it being the express intention of the parties that payment of the Supplemental Rentals described herein be funded solely from payments made by the Sponsor to Houston McLane pursuant to the Sponsorship Agreement.

3. The parties agree that the Town Square Improvements constitute a part of the Leased Premises for all purposes under the Original Agreement.

4. Houston McLane has agreed to pay the Supplemental Rentals as provided for herein but does not agree that the Original Agreement requires consent of the Sports Authority for construction of the Town Square Improvements, and reserves all rights under the Original Agreement to construct similar improvements without such obtaining such consent. Similarly, the Sports Authority believes that the Original Agreement requires its consent before improvements similar to the Town Square Improvements may be constructed and reserves all rights under the Original Agreement to require such consent.

5. Except as expressly amended hereby, the Original Agreement shall remain in full force and effect. The Original Agreement, as amended by this Amendment, is hereby ratified and confirmed in all respects. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas. This Amendment may be executed in one or more counterparts, each such counterpart being an original hereof and all such counterparts taken together constituting but one and the same instrument and agreement.

[End of Page; See Following Page for Signatures]

SIGNATURE PAGE TO
SECOND AMENDMENT TO STADIUM LEASE AGREEMENT

HOUSTON MCLANE COMPANY, INC.

By: *Pamela Gardner*
Name: *Pamela T. Gardner*
Title: *Vice President*

HARRIS COUNTY-HOUSTON SPORTS AUTHORITY

By: *R. Wayne Smith*
Name: *R. WAYNE SMITH*
Title: *CONSTRUCTION COMMITTEE CHAIRMAN*