

THIRD AMENDMENT TO STADIUM LEASE AGREEMENT

This Third Amendment to Stadium Lease Agreement (this "Amendment") is made and entered into effective as of the 11 day of June, 2002, by and between HARRIS COUNTY-HOUSTON SPORTS AUTHORITY (the "Sports Authority"), a sports and community venue district created under Chapter 335 of the Texas Local Government Code, and HOUSTON MCLANE COMPANY, INC. ("Houston McLane"), a Texas corporation.

RECITALS

A. 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, and as amended by that certain Second Amendment to Stadium Lease Agreement dated effective March 29, 2002, is herein called the "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.

B. Houston McLane has advised the Sports Authority that Houston McLane desires to obtain a deferral of a portion of each of Tenant's Semi-Annual ARR Fund Deposits due during calendar year 2002. The Sports Authority desires to grant Houston McLane such a deferral on the terms set out herein. Accordingly, the parties desire to enter into 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. Amendment. Section 7.2 of the Original Agreement is hereby amended by adding the following after the first sentence thereof:

Notwithstanding anything to the contrary contained herein, the Tenant's Semi-Annual ARR Fund Deposit due on each of April 1, 2002, and October 1, 2002, shall each be in the amount of \$500,000.00 payable on such dates. Further, notwithstanding anything to the contrary contained herein, the Tenant's Semi-Annual ARR Fund Deposit due on each of April 1, 2003 and October 1, 2003, shall each be in the amount of \$2,000,000.00 payable on such dates.

2. Miscellaneous.

(a) Amendment to Agreement. The Sports Authority and Houston McLane acknowledge and agree that the Original Agreement has not been amended or modified in any respect, other than by this Amendment. The term "Original Agreement" shall mean the Original Agreement as amended by this Amendment unless the context requires otherwise.

(b) Full Force and Effect. Except as expressly amended hereby, all other items and provisions of the Original Agreement remain unchanged and continue to be in full force and effect.

(c) Amendments. This Amendment may be amended only by the written consent of the parties hereto.

(d) Interpretation and Reliance. No presumption will apply in favor of either party in the interpretation of this Amendment or in the resolution of any ambiguity of any provisions thereof.


(e) Counterparts. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same agreement. All signatures need not be on the same counterpart.

[End of Page; See Following Page for Signatures]

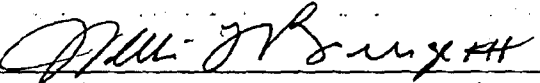
SIGNATURE PAGE TO
THIRD AMENDMENT TO STADIUM LEASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the day and year first written above.

HOUSTON MCLANE COMPANY, INC.

By: 
Name: Pamela J. Gardner
Title: Vice President

HARRIS COUNTY-HOUSTON SPORTS AUTHORITY

By: 
Name: WILLIAM F. BURGE III
Title: CHAIR