

FIRST AMENDMENT TO STADIUM LEASE AGREEMENT

This First Amendment to Stadium Lease Agreement ("Amendment") is made and entered into effective as of the 31st day of December, 1999 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 "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.

The Parties have reached certain agreements and understandings with the Project Contractor in relation to the Project Construction Contract and, concurrent herewith, the Sports Authority is executing and delivering an amendment and restatement of the Project Construction Contract. As a consequence, the Parties desire to make certain amendments to the Original Agreement.

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. The reference in clause (i) of Section 3.2 of the Original Agreement to the phrase "first day of the first April following the Substantial Completion Date" is hereby deleted and the following is hereby substituted therefor: "first March 30 following the date of Partial Substantial Completion (as defined in the Project Construction Contract [as defined in the Project Agreement])," and the reference in the last sentence of said Section 3.2 to the date "April 1" is hereby amended to be a reference to the date "March 30."

2. Each of the references in Section 3.3 of the Original Agreement to the words "Substantial Completion Date" are hereby amended to mean and refer to the words "date of Partial Substantial Completion." Furthermore, the reference to "March 31, 2000" as it appears in said Section 3.3 of the Original Agreement is hereby amended to be a reference to "March 29, 2000."

3. Each of the references in Section 3.4 of the Original Agreement to the words "Substantial Completion Date" are hereby amended to mean and refer to the words "date of Partial Substantial Completion." Furthermore, the reference to "April 1, 2000" as it first appears in the second line of said Section 3.4 of the Original Agreement is hereby amended to be a reference to "March 29, 2000."

4. The second sentence of Section 4.1.2.1 of the Original Agreement is hereby deleted and the following is hereby substituted therefor:

"The Basic Rental for each Lease Year of the Lease Term shall be due and payable in advance in semi-annual installments in the amount of One Million Seven Hundred Thousand Dollars (\$1,700,000.00), the first of such installments to be due and payable on the Commencement Date with subsequent installments being due and payable on the first (1st) day of the first October after the Commencement Date and then on the first day of each April and October during the Lease Term (each such date a "Rent Payment Date")."

5. The first sentence of Section 7.2 of the Original Agreement is hereby amended by deleting the text thereof and substituting therefor the following: "Commencing with the third (3rd) Lease Year and for each Lease Year thereafter during the Lease Term, Tenant shall make, or cause to be made, deposits into the ARR Fund that total an amount equal to Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) per Lease Year, without offset or deduction other than as expressly provided in the Stadium Lease."

The opening paragraph of Section 7.2 is hereby amended by deleting the second sentence thereof (which begins with the word "Notwithstanding" and ends with the words "Commencement Date"; the words "Commencement Date" being at the end of subclause (c) of said sentence).

Section 7.2 of the Original Agreement is further amended by deleting the last paragraph appearing on the bottom of page 23 of the Original Agreement.

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6. 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.

HOUSTON MCLANE COMPANY, INC.

By: Roberts McClaren
Name: ROBERTS S. MCLAREN
Title: VICE PRESIDENT

CA

HARRIS COUNTY-HOUSTON SPORTS AUTHORITY

By: Billy Burge
Name: BILLY BURGE
Title: CHAIR