

EXHIBIT 6
TO DECLARATION OF O'CONNOR

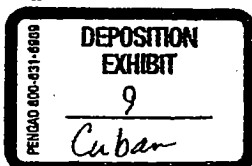
FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fifth Amendment to Employment Agreement (this "Amendment") is entered into to be effective July 1, 2003 (the "Amendment Effective Date") by Dallas Basketball Limited, a Texas limited partnership (the "Club"), and Don Nelson ("Employee").

The Club and Employee entered into an Employment Agreement dated February 7, 1997 (the "Employment Agreement") pursuant to which the Club employed Employee as General Manager of the Club's National Basketball Association (the "NBA") team known as the Dallas Mavericks (the "Team"). The Employment Agreement previously was amended, effective December 4, 1997, to reflect Employee's assumption of the duties of interim Head Coach of the Team through the remainder of the 1997-1998 NBA season (the "First Amendment"), effective July 1, 1998, to reflect Employee's assumption of the duties of Head Coach through June 30, 2000 as well as General Manager through June 30, 2003 (the "Second Amendment"), effective July 1, 2000, to reflect Employee's assumption of the duties of Head Coach through June 30, 2003, General Manager through June 30, 2006, and Consultant from July 1, 2006 through June 30, 2011 (the "Third Amendment"), and effective August 1, 2002, to reflect scheduled payment of deferred compensation if Employee is terminated for cause due to death of Employee (the "Fourth Amendment"). The term the "Agreement" as hereinafter used in this Amendment means the Employment Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment.

THEREFORE, in consideration of the covenants set forth in this Amendment, the Club and Employee agree as follows:

1. The Agreement is amended as set forth in this Amendment and, as so amended, remains in full force and effect. Terms used in this Amendment shall have the meanings set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.



2. (a) For the period of the Term from the Amendment Effective Date through June 30, 2006, Employee is engaged to be the Head Coach in addition to being the General Manager of the Team. As the Head Coach of the Team, in addition to the performance of the services required of Employee in his position of General Manager of the Team, Employee also shall perform such duties and services as may be assigned to him from time to time by senior management or ownership of the Club consistent with the position of Head Coach of an NBA team. During the period that Employee is serving as both Head Coach and General Manager of the Team, Employee also shall be responsible for all coaching aspects of the Team.

(b) During the remainder of the Term (July 1, 2006 through June 30, 2011), Employee shall be employed by the Club as a Consultant of the Team.

3. Employee accepts his engagement by the Club to serve as Head Coach of the Team, in addition to his responsibilities as General Manager of the Team, as provided in Paragraph 2 above, and agrees to perform the duties of such position in accordance with the terms of the Agreement as amended by this Amendment.

4. (a) For the three full 12-month periods in the Term during which Employee serves as both Head Coach and General Manager of the Team (July 1, 2003 through June 30, 2006), the annual salary of Employee shall be \$3,500,000 per year as Head Coach, and \$1,600,000 per year as General Manager, both payable by the Club on a current basis as services are rendered in accordance with regular payroll practices of the Club. Notwithstanding the above, at the Club's election, the Club may defer payment of \$200,000 of the \$1,600,000 due to Employee for each such 12-month period during which Employee serves as General Manager of the Team, to be paid instead in each of the three 12-month periods following the end of the Term in accordance with regular payroll practices of the Club. In addition, as deferred compensation to Employee for services rendered to the Club during the three 12-month periods (July 1, 2003 to June 30, 2006) during which Employee serves as General Manager of the Team, Employee shall

earn \$900,000 per year of deferred compensation as services are rendered (aggregate amount of \$2,700,000 over the three full 12-month periods). This deferred compensation is in addition to the deferred compensation already earned and accrued by Employee during the period beginning July 1, 1998 through June 30, 2003. The aggregate deferred compensation is payable by the Club in accordance with regular payroll practices of the Club in the full 12-month periods as follows:

July 1, 2009 to June 30, 2010	\$700,000
July 1, 2010 to June 30, 2011	\$1,000,000
July 1, 2011 to June 30, 2012	\$1,000,000

In the event that Employee cannot continue in his duties as Head Coach during the Term, his annual salary as General Manager will continue to be \$1,600,000 per year through June 30, 2006.

(b) For the five full 12-month periods thereafter in the Term (July 1, 2006 through June 30, 2011), during which Employee serves as a Consultant of the Team, the annual salary of Employee shall be \$200,000 per year payable by the Club on a current basis as services are rendered in accordance with regular payroll practices of the Club. In the event the Team wins a NBA Championship from July 1, 2006 through June 30, 2011, Employee shall be awarded the same championship ring as that awarded to the Team's players and coaches. While serving in the capacity of Consultant of the Team, Employee shall not be entitled to any monetary compensation, including sharing of playoff bonuses, resulting from the Team's appearances in any playoff games.

(c) The deferred compensation earned by Employee for each 12-month period as referenced in Paragraph 4(a) above shall be earned pro rata over such 12-month period (i.e., if Employee is terminated for cause halfway through a 12-month period for which deferred compensation is earned as provided above, half of such deferred compensation amount for that period will have been earned).

(d) The attached Exhibit A is a table summarizing the compensation payable under this Paragraph 4, assuming the Agreement is in effect for a continuous Term through June 30, 2011 and taking into consideration the deferred compensation previously earned by Employee for the five 12-month periods from July 1, 1998 through June 30, 2003 in the aggregate amount of \$6,300,000.

(e) In addition to the base compensation payable under this Paragraph 4 (see Exhibit A), for the three full 12-month periods in the Term (July 1, 2003 to June 30, 2006) during which Employee serves as both Head Coach and General Manager of the Team, provided Employee actually performs personal services for the Club as Head Coach of the Team during all of each of such NBA Playoff Rounds, Employee will be entitled to receive from Club a bonus for the NBA Playoff Rounds in which the Team advances in each NBA post-season as follows:

First Round of Playoffs	\$ 0
Western Conference Semifinals	\$125,000
Western Conference Finals	\$500,000
NBA Finals	\$500,000
Winning NBA Championship	\$250,000

For example if the Club advances to the NBA Finals, Employee would be entitled to \$1,125,000, provided Employee actually performs services for the Club as Head Coach during all four NBA Playoff Rounds. In addition, Employee hereby acknowledges that the bonuses reflected in this Paragraph 4(c) are in lieu of any playoff bonuses shared among players and coaches of the Team.

(f) In the event any games are canceled in any NBA season during the Term of this Agreement due to a NBA-directed lockout or other work stoppage relating to the National Basketball Players Association, the Club's obligation to provide the compensation as provided in this Paragraph 4 shall be in conformity with the

compensation policies and practices of a majority (or if no majority, then a plurality) of other NBA teams. Thus, for example, if during the Term a majority of other NBA teams provide full compensation to their head coaches during a twelve-month period commencing on July 1, and during such period games are canceled due to a lock-out or work stoppage relating to the National Basketball Players Association, the Club will also pay full compensation to Employee. In the event Employee is not entitled to full compensation as a result of a lockout or other work stoppage relating to the National Basketball Players Association, Employee at his option may borrow from the Club an amount equal to what he would have been entitled to receive had there been no such lockout or work stoppage less any compensation he actually received from the Club. In the event Employee desires to obtain such a loan from the Club, Employee must provide the Club with written notice on or before 30 days from the date the lockout or work stoppage ceases to exist. All principal and accrued interest will be due and payable in one year from the date of the loan, and the interest rate shall be equal to the then current prime rate as quoted by Bank of America in Dallas, Texas. All other terms of the loan will be as determined by the Club and as set forth in a promissory note which Employee will be required to execute.

(g) The provisions in this Paragraph 4 replace the compensation provisions in the Agreement.

5. (a) The Club's obligation to provide benefits (i.e., luxury cars, country club memberships, medical insurance, etc.) to Employee and/or his spouse as set forth in the Agreement shall continue from the Amendment Effective Date and expire on June 30, 2006. Thereafter, the Club shall have no obligations to provide any benefits to Employee and/or his spouse. During the five 12-month period in the Term (July 1, 2006 through June 30, 2011), Employee waives the right to participate in any and all employee benefit plans, programs, or arrangements and agrees to execute any and all documents the Club deems necessary to effect such waiver. To the extent permitted by the Club's medical insurance provider and applicable law, Employee and his spouse may participate in the Club's then current medical insurance plan provided Employee agrees to pay any

additional costs associated with his or their participation in such plan through payroll deductions from Employee's salary.

(b) During the three full 12-month periods in the Term (July 1, 2003 through June 30, 2006), the Club shall reimburse Employee during the Term for all appropriately documented expenses reasonably incurred by him in the performance of his duties for the Club hereunder which are approved in advance by the Club, except that, for out-of-town travel days, Employee shall be paid a per diem amount equal to the per diem rate paid to each of the Team's players and other coaches (exclusive of lodging and air/ground transportation) in lieu of making specific expense reimbursements. After June 30, 2006, the Club shall have no obligations to reimburse Employee for any Club related expenses unless otherwise pre-approved in writing by the Club. This Paragraph 5(b) replaces Paragraph 4.A of the Agreement.

6. The following is the contact information for all notices and communications addressed to the Club in accordance with Paragraph 18 of the Agreement:

Mr. Mark Cuban
5424 DeLoache Avenue
Dallas, Texas 75220

With a copy to:
Mr. Robert S. Hart
5424 DeLoache Avenue
Dallas, Texas 75220

7. Employee agrees that he shall be bound and governed by the Constitution and By-Laws, rules, regulations, resolutions and agreements of the National Basketball Association, as they may be modified or amended from time to time.

8. (a) This Amendment shall be governed and construed in accordance with the laws of the State of Texas relating to agreements executed and entirely

performed in such state, and Employee hereby consents to the jurisdiction of the courts of such state. In the event that any judicial proceedings are instituted concerning the interpretation or enforcement of this Amendment, exclusive venue over such proceedings shall be vested in courts sitting in Dallas County, Texas.

(b) The parties further agree that any and all disputes between the parties concerning this Amendment and/or the Agreement, the performance under this Amendment and/or the Agreement, or otherwise related to the parties' relationship, shall be submitted to arbitration with JAMS/Endispute under short form submission or as otherwise agreed to between the parties, in Dallas County, Texas. The seeking of equitable relief from a court of law pending the institution of arbitration by either party, shall not be deemed or considered to be a waiver of the parties' agreement to arbitrate their disputes.

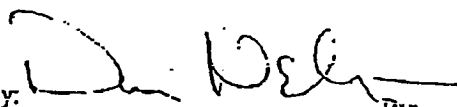
All provisions of the Agreement not amended by this Amendment remain in force and are applicable also to the new duties and responsibilities of Employee under this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the 30th day of JUNE, 2003, to be effective as of July 1, 2003.

EMPLOYEE

DALLAS BASKETBALL LIMITED

By: Radical Mavericks Management LLC,
General Partner

By: 
Don Nelson

By: 
Mark Cuban, President

EXHIBIT A

Compensation Schedule (EARNED)

	Current				Deferred
	Head Coach	General Manager	Consultant		General Manager
7/1/1998 to 6/30/1999	PAID	PAID	N/A	earned	\$ 1,800,000.00
7/1/1999 to 6/30/2000	PAID	PAID	N/A	earned	\$ 1,900,000.00
to 6/30/2001					
7/1/2001 to 6/30/2002	\$3,500,000.00	\$ 1,500,000.00	N/A	earned	\$ 900,000.00
7/1/2002 to 6/30/2003	\$3,500,000.00	\$ 1,500,000.00	N/A	earned	\$ 900,000.00
7/1/2003 to 6/30/2004	\$3,500,000.00	\$ 1,500,000.00	N/A	earned	\$ 900,000.00
7/1/2004 to 6/30/2005	\$3,500,000.00	\$ 1,600,000.00	N/A		\$ 900,000.00
7/1/2005 to 6/30/2006	\$3,500,000.00	\$ 1,600,000.00	N/A		\$ 900,000.00
7/1/2006 to 6/30/2007	N/A	N/A	\$ 200,000.00		N/A
7/1/2007 to 6/30/2008	N/A	N/A	\$ 200,000.00		N/A
7/1/2008 to 6/30/2009	N/A	N/A	\$ 200,000.00		N/A
7/1/2009 to 6/30/2010	N/A	N/A	\$ 200,000.00		N/A
7/1/2010 to 6/30/2011	N/A	N/A	\$ 200,000.00		N/A
	\$21,000,000.00	\$ 9,300,000.00	\$ 1,000,000.00		\$ 9,000,000.00

Compensation Schedule (PAID)

	Current				Deferred
	Head Coach	General Manager	Consultant		General Manager
7/1/2000 to 6/30/2001	\$3,500,000.00	\$ 1,600,000.00	-		
7/1/2001 to 6/30/2002	\$3,500,000.00	\$ 1,500,000.00	-		
7/1/2002 to 6/30/2003	\$3,500,000.00	\$ 1,500,000.00	-		
7/1/2003 to 6/30/2004	\$3,500,000.00	\$ 1,600,000.00	-		\$ 1,000,000.0
7/1/2004 to 6/30/2005	\$3,500,000.00	\$ 1,600,000.00	-		\$ 1,000,000.0
7/1/2005 to 6/30/2006	\$3,500,000.00	\$ 1,600,000.00	-		\$ 1,000,000.0
7/1/2006 to 6/30/2007	N/A	N/A	\$ 200,000.00		\$ 1,000,000.0
7/1/2007 to 6/30/2008	N/A	N/A	\$ 200,000.00		\$ 1,000,000.0
7/1/2008 to 6/30/2009	N/A	N/A	\$ 200,000.00		\$ 1,000,000.0
7/1/2009 to 6/30/2010	N/A	N/A	\$ 200,000.00		\$ 1,000,000.0
7/1/2010 to 6/30/2011	N/A	N/A	\$ 200,000.00		\$ 1,000,000.0
7/1/2011 to 6/30/2012	N/A	N/A	\$ 200,000.00		\$ 1,000,000.0
	\$21,000,000.00	\$ 9,300,000.00	\$ 1,000,000.00		\$ 9,000,000.0