

COWBOYS COMPLEX FUNDING AND CLOSING AGREEMENT

between

CITY OF ARLINGTON, TEXAS

and

COWBOYS STADIUM, L.P.

February 9, 2005

[Execution Copy]

COWBOYS COMPLEX FUNDING AND CLOSING AGREEMENT

This COWBOYS COMPLEX FUNDING AND CLOSING AGREEMENT (this "Agreement") is executed to be effective as of the 9th day of February, 2005, by and between the CITY OF ARLINGTON, TEXAS, a duly incorporated home rule city of the State of Texas (the "City"), and COWBOYS STADIUM, L.P., a Texas limited partnership ("Tenant") and its successors or assigns. The City and the Tenant are sometimes collectively referred to herein as the "Parties" or singularly as a "Party."

RECITALS

A. On and as of August 17, 2004, the City and the Dallas Cowboys Football Club, Ltd., a Texas limited partnership (the "Club"), entered into that certain Master Agreement Regarding Dallas Cowboys Complex Development Project. (In the Master Agreement, the Club was incorrectly identified as Dallas Cowboy Football Club, L.L.C., a Texas limited liability company).

B. Under the Master Agreement, the City, subject to applicable law, and the Club agreed that they would share in the costs of designing, constructing, and equipping a multi-functional stadium, coliseum, sports and community venue project (the "Cowboys Complex"), to be owned by the City and leased to the Club, or to an entity designated by the Club to serve as the lessee, operator and tenant of such project, under and subject to the terms and provisions of a written lease agreement.

C. Pursuant to an election duly called and held within the corporate limits of the City pursuant to Chapter 334, Local Government Code, as amended (the "Act"), the voters voting thereat approved the Cowboys Complex as an approved venue project under the Act, and authorized the City to levy and collect certain taxes within the City for the purpose of providing the City Contribution (hereinafter defined) in payment of a portion of the Project Costs (hereinafter defined), and certain User Taxes (hereinafter defined), and the City intends to issue Cowboys Complex Bonds (hereinafter defined) and User Tax Revenue Bonds (hereinafter defined) for said purposes.

D. The Tenant, as the assignee of the Club, with respect to certain provisions of the Master Agreement, has assumed the Club's contemplated funding obligations with respect to the Tenant Contribution (hereinafter defined) of the remaining Project Costs in the manner and amounts provided herein.

E. As contemplated by the Master Agreement, the City, the Tenant, and the Club have negotiated and agreed to the terms and provisions of the Project Documents (hereinafter defined), and, upon satisfaction of the respective funding commitments of the Parties in accordance with the terms hereof, and the satisfaction of all other conditions set forth herein, the Parties and the Club have agreed to concurrently execute and deliver the Project Documents and to place into effect the transactions contemplated thereby, all to be accomplished in concurrent transactions.

F. The Parties intend hereby to set forth the terms and conditions of their respective funding commitments with respect to the Cowboys Complex, and to provide the terms and conditions of and for the Cowboys Project Closing (hereinafter defined), with certain of the provisions hereof surviving the closing and continuing in effect and enforceable thereafter.

NOW, THEREFORE, as a specific inducement to the City to fund the City Contribution, as a specific inducement to the Tenant to fund the Tenant Contribution, and as a specific inducement to Club to execute and deliver the Franchise Agreement and Lease Guaranty, each of such inducements being subject to the terms hereof, and further, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged and confessed by each of the parties hereto, the parties hereto do hereby agree as follows:

ARTICLE I

General Provisions and Definitions

Section 1.1 General Provisions.

(a) Those certain provisions of this Agreement that, according to the terms and provisions hereof, will have effect from and after the Cowboys Project Closing shall survive the Cowboys Project Closing and shall continue to be in full force and effect and binding on the Parties.

(b) At the Cowboys Project Closing, Tenant shall cause the Club to execute the Franchise Agreement (hereinafter defined) and the Lease Guaranty (hereinafter defined).

(c) The City consents to the Club's assignment, and Tenant's assumption, of certain provisions of the Master Agreement, as set forth in that certain assignment instrument of even date herewith.

(d) On, from, and after the effective date of this Agreement, this Agreement, the Reimbursement Agreement, the other Project Documents, the Charitable Contribution and Pledge Agreement, and Section 7.9 of the Master Agreement as provided in subsection (e), below, constitute the entire understanding of the City, the Tenant, the Club, the Project Developer, and the Donor (hereinafter defined) with respect to the subject matter hereof and contain all the covenants and agreements of the Parties, the Club, and the Donor with respect thereto.

(e) Accordingly, the City and the Tenant, acting on behalf of itself, the Club, and the Donor, acknowledge and agree that the provisions of this Agreement, the Reimbursement Agreement, the other Project Documents, and the Charitable Contribution and Pledge Agreement replace and supercede all of the

sections and provisions of the Master Agreement, except for Section 7.9 thereof. Section 7.9 of the Master Agreement shall continue in effect until the earlier of (i) the date on which this Agreement is actually terminated pursuant to any of the provisions of Article IV of this Agreement, or (ii) the completion of the Cowboys Project Closing on the Cowboys Complex Closing Date, after which Section 7.9 of the Master Agreement shall be of no further force and effect.

Section 1.2 Definitions.

(a) Unless the context otherwise requires, capitalized terms appearing in this Agreement, including in the Recitals hereto, that are included as defined terms in Section 1.5 of the Lease and that are not specifically and otherwise defined herein, shall have the meanings assigned to them in the Lease.

(b) Unless the context otherwise requires, capitalized terms appearing in this Agreement, including in the Recitals hereto, that are not defined terms in the Lease shall have the following meanings, respectively, to-wit:

“Additional Tenant Improvements” shall have the meaning set forth in Section 6.1(a) hereof.

“Admissions Tax” shall mean the Admissions Tax, at the rate of 10% of the price of a ticket sold for any events at the Cowboys Complex, that is imposed by the City, and levied upon the price of admissions to events at the Cowboys Complex pursuant to and in accordance with Subchapter F of the Act.

“Arlington Youth Foundation” shall mean a non-profit corporation and charitable foundation to be incorporated prior to the Cowboys Project Closing Date under the Texas Non-Profit Corporation Act for the purpose of receiving the funds pledged under the Charitable Contribution and Pledge Agreement and allocating and spending the funds for benefit of the youth of the City.

“Base Rent” shall mean the amount payable by the Tenant to the City pursuant to the Lease in an amount equal to the total of (i) the annual amount of Two Million Dollars (\$2,000,000) commencing as of the Operational Date and annually thereafter during the Thirty Year Period, and (ii) five percent (5%) of certain naming rights proceeds but not to exceed \$500,000 per year, derived, if at all, in the future and at any time after the Commencement Date and continuing throughout the Thirty Year Period, by the Tenant from the sale, if sold, of the naming rights for the Cowboys Complex.

“Charitable Contribution and Pledge Agreement” shall mean the agreement bearing that name that is attached hereto as Exhibit E.

“City Contribution” shall mean an amount of money equal to the lesser of (a) \$325,000,000.00, or (b) fifty percent (50%) of the actual Project Costs.

“City Funding Sources” shall mean and include solely (i) the proceeds actually received by the City of the Sales Tax, the Hotel Occupancy Tax, and the Motor Vehicle Tax, (ii) the net proceeds available to pay Project Costs from the sale and delivery of the Cowboys Complex Bonds, and (iii) the Base Rent, and such term expressly does not include any other revenues or taxes of the City that are derived from any other source.

“Closing Conditions” shall mean those certain conditions precedent to the City’s and the Tenant’s obligations to execute, and to cause the Club to execute, as applicable, the Project Documents, and to cause the Donor to execute the Charitable Contribution and Pledge Agreement, and to consummate the Cowboys Project Closing, which conditions are set forth in Article IV hereof

“Conditions Satisfaction Deadline” shall mean July 1, 2005, or such other date as Tenant and the City may agree upon in writing.

“Cowboys Complex Bonds” shall mean, collectively, the First Lien Special Tax Revenue Bonds, and, if issued, the Second Lien Special Tax Revenue Bonds, and the Third Lien Special Tax Revenue Bonds.

“Cowboys Project Closing” shall mean the completion in concurrent events of (i) the fulfillment of the funding obligations of the City under and in accordance with this Agreement, (ii) the fulfillment of the funding obligations of the Tenant under and in accordance with this Agreement, (iii) the initial issuance of User Tax Revenue Bonds, if any, and (iv) the execution and delivery of each of the Project Documents and the Charitable Contribution and Pledge Agreement by the City, the Tenant, the Club, and the Donor, as applicable.

“Cowboys Project Closing Date” shall mean September 1, 2005, or such other date as the City and the Tenant shall mutually approve.

“Donor” means the signatory party to the Charitable Contribution and Pledge Agreement.

“First Lien Special Tax Revenue Bonds” shall mean the bonds, notes, or other obligations, whose terms, provisions and conditions are as determined by the City, to be issued by the City, in one or more series, when required by Section 2.1 hereof, and that are secured by and payable from a first and senior lien on and pledge of (i) the Sales Tax, (ii) the Hotel Occupancy Tax, and (iii) the Motor Vehicle Rental Tax.

“Franchise Agreement” shall mean that certain agreement entitled “Franchise Agreement,” to be executed at the Cowboys Project Closing by and between the City and the Club, in the form and substance attached hereto as Exhibit A and made a part hereof.

“Hotel Occupancy Tax” shall mean a 2% Hotel Occupancy tax to be levied and imposed by the City throughout its corporate limits pursuant to and in accordance with Subchapter H of the Act.

“Indentures” shall mean, collectively, the indentures and the supplemental indentures and related ordinances authorizing the issuance of the Cowboys Complex Bonds and the User Tax Revenue Bonds, if any, as such indentures, ordinances, and supplements may from time to time be amended or further supplemented.

“Lease” shall mean that certain agreement entitled “Cowboys Complex Lease Agreement,” to be executed at the Cowboys Project Closing by and between the City, as Landlord, and the Tenant, as Tenant, in the form and substance attached hereto as Exhibit B and made a part hereof.

“Lease Guaranty” shall mean that certain agreement entitled “Lease Guaranty,” to be executed by the Club for the benefit of the City, in the form and substance attached hereto as Exhibit C and made a part hereof.

“Motor Vehicle Rental Tax” shall mean a 5% Short-Term Motor Vehicle Rental Tax to be levied and imposed by the City throughout its corporate limits pursuant to and in accordance with Subchapter E of the Act.

“Parking Tax” shall mean a Parking Tax to be levied and imposed by the City pursuant to and in accordance with Subchapter G of the Act at the rate of \$3 per motor vehicle for each motor vehicle using the parking facilities at the Cowboys Complex that are not exempted therefrom by the Act or by the provisions of Section 6.4 of this Agreement.

“Payment Certificate” shall mean the instruments bearing that name and described and required in Section 3.4(b) of this Agreement.

“Project Cost Payment Account” shall mean the account by that name and from which Project Costs will be paid that is to be created pursuant to Section 3.3 hereof.

“Project Costs” shall mean the following costs of the Cowboys Complex for which funds from the Venue Project Fund may be used under the Act, to-wit: (i) acquisition and preparation costs of the Land, including any and all awards in condemnation proceedings, if any, to acquire any part of the Land incurred after the date of this Agreement by the City or Tenant, including without limitation (a) all environmental remediation necessary with respect to the Land, and (b) the cost of physical improvements, landscaping and security for existing facilities that will be located on property adjacent to the Land, as may be required by agreements pursuant to which a tract included in the Land is located is acquired; (ii) land planning, design, architectural and engineering costs incurred by Tenant for preparation of plans, specifications and designs for the Cowboys Complex and for appropriate construction oversight and assessments by the architect and engineers;

(iii) costs incurred by the Tenant to construct, equip and furnish the Cowboys Complex; (iv) costs of environmental assessments covering the Cowboys Complex, and covering the Land and projects adjacent to the Cowboys Complex (and assessments of costs if remediation is needed or required on any portion of the Cowboys Complex or on any portion of adjacent land which, without such remediation, may adversely affect any portion of the Cowboys Complex); (v) soil conditions reports and evaluation of soil removal, reclamation, fill and improvements requirements; (vi) costs of all on-site and off-site work to cause utilities to be available at the Cowboys Complex, utility relocation and street abandonment; (vii) studies and costs relating to zoning and land use issues and confirmation that all zoning and land use ordinances, codes and laws allow the development and construction of the Cowboys Complex as contemplated by this Agreement and the Project Documents, and/or the availability of variances and special use permits if needed; (viii) costs related to addressing existing liens, easements and other encumbrances imposed upon or otherwise affecting the Cowboys Complex; (ix) costs of determinations of any special development restrictions (such as FAA approval, archeological and historical significance requirements/assessments, etc.); (x) costs of all other due diligence performed or to be performed by the parties pertaining to the Cowboys Complex (such as, by means of example only but without limitation, impact statements and impact fee requirements, traffic studies and transportation requirements [local and regional], all potential infrastructure, utility, parking, signage, and drainage needs and requirements); (xi) costs incurred for any "related infrastructure" (as such term is defined in the Act) that is not located on the Land, and including without limitation (A) costs incurred by Tenant for demolition, grading, paving, landscaping, installing lighting and striping the parking areas, (B) costs of detention facilities and other related infrastructure improvements, and (C) costs of acquiring right-of-way for and constructing various necessary roadway improvements which otherwise might constitute "related infrastructure;" (xii) permit, license and inspection fees incurred after the date of this Agreement by Tenant; (xiii) fees and expenses of the general contractor, subcontractors, consultants and similar persons incurred after the date of this Agreement by Tenant, directly or indirectly in connection with the planning, design, engineering, construction, equipping and furnishing of the Cowboys Complex; (xiv) costs incurred after the date of this Agreement by Tenant in connection with the design and construction of the Cowboys Complex; (xv) costs incurred after the date of this Agreement by Tenant in connection with removing, or providing security for, any material lien or encumbrance that arose in connection with the design, engineering, construction, equipping or furnishing of the Cowboys Complex; (xvi) reasonable general and administrative expenses of Tenant incurred after the date of this Agreement, directly or indirectly, allocable to administration or oversight in connection with the planning, design, engineering, construction, equipping and furnishing of the Cowboys Complex; (xvii) costs incurred by Tenant in connection with the preparations for the acquisition of, and construction on, the Land; (xviii) all other out-of-pocket costs of the City or Tenant paid out or incurred prior to the financing stage of the Cowboys Complex and defined as

project costs in the Reimbursement Agreement; and (xix) such other costs and expenses as the parties hereto shall mutually approve in writing. It is provided, however, that said term shall not include financing costs, such as underwriting costs, financial advisory fees, and other fees and expenses, and the fees and expenses of attorneys regarding the financing, market analysts, consultants, and the costs of credit enhancement, if any, capitalized interest during construction and reserve fund requirements attendant to the financing.

“Project Documents” shall mean and include the Lease, the Lease Guaranty, the Franchise Agreement, the Purchase Option Agreement, and the Reimbursement Agreement.

“Purchase Option Agreement” shall mean that certain agreement entitled “Purchase Option Agreement,” to be executed at the Cowboys Project Closing by and between the City and the Club, as optionee, in the form and substance attached hereto as Exhibit D and made a part hereof.

“Reimbursement Agreement” shall mean that certain agreement entitled “Reimbursement Agreement,” dated of even date herewith, by and between the City and the Tenant.

“Sales Tax” shall mean a one-half cent (1/2¢) per dollar (\$1.00) Sales and Use Tax to be levied and imposed by the City throughout its corporate limits pursuant to and in accordance with Subchapter D of the Act.

“Schedule of Projected Project Cost Expenditures” shall mean the schedule of estimated dates of payment and the amounts of Project Costs, as revised and adjusted from time to time, expected to be paid during the Development Period, prepared by the Tenant and/or the Project Developer and reasonably approved by the City, in order to commence and complete the design, construction, and equipment of the Cowboys Complex.

“Second Lien Special Tax Revenue Bonds” shall mean the bonds, notes, or other obligations, whose terms, provisions and conditions are as determined by the City, to be issued by the City, in one or more series, if required by Section 2.1 hereof, and that are secured by and payable from (i) a second or subordinate lien pledge of the Sales Tax, (ii) the Hotel Occupancy Tax, and (iii) the Motor Vehicle Rental Tax, and, if applicable (iv) a senior lien pledge of the Base Rent.

“Tenant Contribution” shall mean that amount of money that is necessary and required (a) to pay Project Costs in an amount equal to the amount necessary to pay all Project Costs in excess of the City Contribution and the net proceeds from the User Tax Revenue Bonds, if any, plus (b) an amount necessary to purchase at par the Third Lien Special Tax Revenue Bonds pursuant to the requirements of Section 2.1(b) hereof, if any are issued by the City.

“Tenant Project Cost Account” shall mean the fund bearing that name that is required to be created and maintained by the Tenant in Section 3.2 of this Agreement.

“Third Lien Special Tax Revenue Bonds” shall mean the bonds, notes, or other obligations, whose terms, provisions and conditions are approved by the City and the Tenant, to be issued by the City, in one or more series, if required by Section 2.1(b) hereof, and that are secured by and payable from (i) a third lien pledge of the Sales Tax, (ii) the Hotel Occupancy Tax, and (iii) the Vehicle Rental Tax, and (iv) a subordinate lien pledge of the Base Rent.

“Trustee” shall mean the trust department of a major federally chartered banking institution selected by the City and approved by the Tenant and having a principal corporate trust office located in the State of Texas, with a payment office in the City, in the City of Fort Worth, Texas, or in the City of Dallas, Texas, and any co-trustee or successor appointed, qualified and then acting under the provisions of the Indentures.

“User Contribution” shall mean the amount of money, if any, that is to be contributed toward the payment of the Project Costs during the Development Period from the proceeds of User Tax Revenue Bonds in such amount and at such times as the City and the Tenant shall mutually approve.

“User Taxes” mean, collectively, the Admissions Tax and the Parking Tax.

“User Tax Revenue Bonds” shall mean bonds, notes, or other obligations that are secured by and payable from a first and/or subordinate lien on and pledge of the User Taxes and from funds provided under the User Tax Revenue Bond Guarantee and that are issued by the City pursuant to the Act (i) during the Development Period, for the purpose of paying a portion of the Project Costs, and/or (ii) after the Operational Date, for the purpose of financing all or a portion of the costs of Additional Tenant Improvements, in either case at times and upon terms and having provisions that are mutually approved by the City and the Tenant.

“User Tax Revenue Bond Guarantee” shall mean an agreement by and between the Tenant, or another guarantor selected by the Tenant and approved by the City, and the purchasers or holders of the User Tax Revenue Bonds, and/or a trustee or other party acting on their behalf, by which the Tenant, or another guarantor, agrees to make and/or guarantee payments upon conditions and at times required by such agreement of the principal amount of and the interest on the User Tax Revenue Bonds.

“Venue Project Fund” shall mean the fund by that name required by the Act and to be created pursuant to the Indentures and Section 3.1 of this Agreement.

ARTICLE II

Funding of Project Costs

Section 2.1 City Project Costs Funding Commitment and Funding Sources.

(a) The City shall use its reasonable and best efforts to obtain funds from the issuance, sale, and delivery of one or more series of Cowboys Complex Bonds in an amount that is net after providing for the payment of issuance costs, the creation of reserves, and the deposit of capitalized interest, and upon terms and conditions that conform to Applicable Law, and that are satisfactory to the City, equal to the full amount of the City Contribution.

(b) If the City is able to market or obtain assurances from reputable investment banking firms or municipal bond underwriters selected by it of its ability to market and sell on a timely basis First Lien Sales Tax Revenue Bonds and Second Lien Sales Tax Revenue Bonds in an amount that will provide a minimum of \$290,000,000.00 but less than \$325,000,000.00, of net funds to pay Project Costs, the City agrees to authorize and issue, and the Tenant agrees to purchase at par (subject to the satisfaction of the Closing Conditions and the consummation of the Cowboys Project Closing), the Third Lien Sales Tax Revenue Bonds, having terms and conditions that conform to applicable law and that are mutually approved by the Tenant and the City, in an amount that will provide net funds to pay Project Costs in an amount equal to such deficiency.

Section 2.2 Tenant's Project Costs Funding Commitment and Funding Sources.

(a) The Tenant shall use its reasonable and best efforts to obtain funds equal to the Tenant Contribution from commercial and private sources, including cash, equity, funds obtained from the League, personal or permanent seat license revenues, or third party contributions or financing upon reasonable terms and conditions that are acceptable to Tenant.

(b) Tenant acknowledges that it may be required to purchase Third Lien Sales Tax Revenue Bonds pursuant to the terms of Section 2.1(b) above.

Section 2.3 User Contribution, Issuance of User Tax Revenue Bonds.

(a) The User Contribution toward the payment of a share of the Project Costs shall be paid from the net proceeds of the User Tax Revenue Bonds. In order to fund the User Contribution, the City will pursue the necessary steps required by Applicable Law to authorize and issue User Tax Revenue Bonds in such amount, and at the earliest practicable date, as municipal bond marketing and commercial banking conditions will permit, with a goal of delivering the initial series of User Tax Bonds on the Cowboys Project Closing Date.

(b) In order to market and sell User Tax Bonds, the Tenant recognizes that it, or an acceptable designee, will be required to negotiate, enter into, accept and agree to the terms and provisions of the User Tax Revenue Bond Guarantee. From and after the effective date of this Agreement, Tenant agrees to commence and proceed in good faith to arrange for the execution of an applicable User Tax Revenue Bond Guarantee.

(c) It is understood and agreed that the User Tax Revenue Bonds will be issued by the City under and in accordance with applicable rules of the Securities and Exchange Commission of the United States, and that the terms and conditions of the applicable Indentures and the User Tax Revenue Bond Guarantees are subject to the mutual approval of the City and the Tenant.

ARTICLE III

Creation and Control of Funds, Payment of Project Costs

Section 3.1 City's Statutory and Indenture Funds.

(a) The City shall establish the Venue Project Fund as required by the Act, and shall maintain the same at its lawful depository bank, separate and apart from all other accounts and funds of the City. Money on deposit in the Venue Project Fund may be invested in accordance with Applicable Law. The Venue Project Fund shall be divided into such separate and distinct accounts as may be required to identify the specific sources and amounts of funds on deposit therein at all times. When and as required by the terms and provisions of the Indentures and by this Agreement, funds on deposit in the Venue Project Fund shall be deposited and/or transferred to various accounts therein or to other funds and accounts in order to assure the timely payment of the Cowboys Complex Bonds and the User Tax Revenue Bonds, if any, and to provide for the payment of the City's share of each installment payment of Project Costs that are to be paid from the proceeds of Cowboys Complex Bonds, and for the payment of Project Costs that are to be paid from the proceeds of User Tax Revenue Bonds, if any, in accordance with the Schedule of Projected Project Cost Expenditures.

(b) The City shall establish in the Indentures such funds and accounts as may be required by underwriters, investors, rating agencies, and credit providers, to the extent permitted by and consistent with the Act and other applicable law.

(c) The Indentures will be subject to the approval of the City and the Tenant prior to delivery of the Cowboys Complex Bonds and the User Tax Revenue Bonds, provided such approval shall not be unreasonably withheld, conditioned or delayed.

Section 3.2 Tenant's Project Costs Fund.

The Tenant shall establish and maintain the Tenant Project Costs Fund into which the Tenant shall periodically make deposits of money at times and in amounts as will enable it to pay its share of each installment of Project Costs that become due and payable in accordance with the Schedule of Projected Project Cost Expenditures.

Section 3.3 Creation, Administration, and Funding of Project Cost Payment Account.

(a) At the Cowboys Project Closing, the Tenant and the City will jointly create, and will thereafter keep and maintain the Project Cost Payment Account at a mutually selected and approved banking institution. Money deposited in the Project Cost Payment Account may be invested, at the direction of the Tenant, only in short-term obligations of types and having ratings that are authorized for public funds under the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

(b) The Project Cost Payment Account shall be the account from which invoices for the payment of Project Costs will be made when and as presented with Payment Certificates by the Tenant or the Project Developer, in the form and substance and with the approvals required by Section 3.4 of this Agreement.

(c) The parties acknowledge that the Project Cost Payment Account is a trust account and shall be dedicated solely to the payment of Project Costs, and expenditures and withdrawal of money from this fund for any other purpose is strictly prohibited unless such withdrawal is specifically approved by both the City and the Tenant.

(d) The Project Cost Payment Account shall not be commingled with any other City or Tenant funds. The Project Cost Payment Account shall be administered and controlled (including signatory authority) by the Tenant.

(e) If, on or before the Cowboys Project Closing Date, the City issues User Tax Revenue Bonds, then, in such event, monthly, commencing on October 1, 2005, the City, from the appropriate accounts within the Venue Project Fund holding all or a part of the City Contribution and shall deposit to the Project Cost Payment Account an amount that is equal to 50% of the amount projected in the Schedule of Projected Project Cost Expenditures to be needed to pay Project Costs during the following one-month period on a current and timely basis. In addition, from the appropriate accounts within the Venue Project Fund holding the proceeds of User Tax Revenue Bonds, the City shall deposit to the Project Cost Payment Account an amount that is equal to 50% of the amount projected in the Schedule of Projected Project Cost Expenditures to be needed to pay Project Costs during the following one-month period on a current and timely basis.

(f) The sources and division of monthly deposits required by subsection (e) above, shall continue until the proceeds of User Tax Revenue Bonds have been exhausted. Thereafter, or in the event User Tax Revenue Bonds have not been issued, then, in either such event, monthly, commencing in the month following the expenditure of all of the proceeds of the User Tax Revenue Bonds, or on October 1, 2005, if no such bonds are issued, as applicable, the City, from the appropriate accounts within the Venue Project Fund holding all or a part of the City Contribution, shall deposit to the Project Cost Payment Account an amount that is equal to 50% of the amount projected in the Schedule of Projected Project Cost Expenditures to be needed to pay Project Costs during the following one-month period on a current and timely basis. In either such event, the Tenant, from money deposited to the Tenant Project Cost Fund, or from other funds and accounts of the Tenant or third parties, including the funds of lenders or other commercial or private sources, shall deposit to the Project Cost Payment Account an amount that is equal to 50% of the amount projected in the Schedule of Projected Project Cost Expenditures to be needed to pay Project Costs during the following one-month period on a current and timely basis.

(g) Any amounts remaining on deposit in the Project Cost Payment Account at the beginning of a month may be applied to reduce the amounts that otherwise would be required to be deposited therein for succeeding months.

(h) From and after the date upon which the City has deposited the full amount of the City Contribution, no further deposits from the City shall be required from City Funding Sources or from any other funds or revenues of the City. Thereafter, the Tenant will deposit, as and when needed, 100% of the amounts required to pay current, accruing, and unpaid Project Costs, reduced only by any amount of available proceeds from User Tax Revenue Bonds that may thereafter be issued, if any.

Section 3.4 Payment of Project Costs.

(a) The Tenant shall promptly disburse funds from the Project Cost Payment Account to pay each Project Cost, provided that a Payment Certificate (defined below) authorizing such payment is duly completed in the manner described in subsection (b) of this Section.

(b) "Payment Certificate" shall mean a written certificate prepared by the Tenant:

(i) which (A) reasonably identifies and represents that the identified Project Costs are due and owing and authorized to be paid pursuant to such Payment Certificate, and (B) certifies that the amounts payable do not include contract retentions (other than those that are due);

(ii) which has attached to it a copy of an invoice(s) relating to such Project Costs which reasonably identifies the payee (or payees), the

goods, services and/or materials provided by such payee (or payees) and the total amount due and owing with respect to such goods, services and/or materials;

(iii) which, in the case of any Project Cost covered by such Payment Certificate that was incurred in connection with services, goods or materials provided by the general contractor or any other contractor, has been executed by the project architect for the purpose of confirming that such services, goods or materials have been satisfactorily delivered or completed as the case may be;

(iv) which, in the case of any Project Cost covered by such Payment Certificate that was incurred under contracts providing for the fees of the Tenant, or the Project Developer, or any of their respective employees or agents has been executed by an independent auditor (the "Independent Auditor") selected by the City and approved by the Tenant, which approval shall not be unreasonably withheld, for the purpose of confirming that the amount reflected in the invoices attached to such Payment Certificate with respect to such Project Cost is consistent with the terms of the written contract pursuant to which such Project Cost was incurred; and

(v) which has been executed by the Tenant or its designee to certify that the fees, costs, expenses and other charges reflected on the Payment Certificate constitute Project Costs and are due and owing.

(c) If a Payment Certificate is otherwise completed and executed in accordance with items (i), (ii), (v) and, if applicable, (iii) and/or (iv) of subsection (b) above, and is submitted to the City Representative or his designee, such City Representative or designee shall promptly, and in no event later than ten (10) days after the City's receipt of the Payment Certificate, note the City's approval of payment thereunder from the Project Cost Payment Account and return it to the Tenant. The City shall cause the City Representative or his or her designee to respond promptly and expeditiously, and in no event later than ten (10) days after receipt thereof, to all requests by the Tenant or its designee relating to Payment Certificates. If the City Representative disapproves or questions the correctness or authenticity of the Payment Certificate, he or she shall notify the Tenant, and payment with respect to disputed portion of the Payment Certificate shall not be made until the Tenant and the City Representative have jointly settled such dispute.

(d) For purposes of this Agreement, the Independent Auditor shall be an accountant or accounting firm which, in connection with working for the Tenant and the City, satisfies the criteria for an "independent" certified public accountant set forth in Rule 2-01 of Regulation S-X promulgated by the United States Securities and Exchange Commission. The fees and expenses of the Independent Auditor shall be Project Costs.

Section 3.5 Rights to Audit.

(a) Tenant shall have the right to audit, upon reasonable notice and, at its own expense, all expenditures and financial records related to the financing of the City Contribution. Upon written request by the Tenant, the City shall give the Tenant access to all records controlled by, or in the direct or indirect possession of the City (other than records subject to legitimate claims of attorney-client privilege) relating to the Venue Project Fund and the accounts therein, and permit the Tenant to review such records in connection with conducting a reasonable audit of such account.

(b) The City shall have the right to audit, upon reasonable notice and at its own expense, records with respect to the Tenant Project Cost Fund and to the expenditure funds to pay Project Costs from the Project Costs Payment Account. Upon written request by the City, the Tenant shall give the City access to those certain records controlled by, or in the direct or indirect possession of, the Tenant (other than records subject to legitimate claims of attorney-client privilege) with respect to the amounts deposited to and withdrawn from the Tenant Project Cost Fund and the expenditure of Project Costs from the Project Cost Payment Account, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account.

(c) The City and the Tenant shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 3 years from the date of completion of the Cowboys Complex.

ARTICLE IV

Conditions to Cowboys Project Closing

Section 4.1 Conditions to Tenant's Participation in Cowboys Project Closing.

If any of the following Closing Conditions have not been satisfied prior to the Conditions Satisfaction Deadline, then Tenant shall have the right and option to terminate this Agreement and to cancel the Cowboys Project Closing, to-wit:

(a) Tenant must have received an independent professional cost analysis, prepared by an analyst selected by Tenant, estimating that the Project Costs will not exceed \$650,000,000.00 (and in the event of any excess, the amount of such excess must be acceptable to Tenant in its sole discretion), and that costs for construction of road and highway improvements near the Cowboys Complex, in order to provide greater vehicular access to the Cowboys Complex, will not exceed \$25,000,000.00.

(b) The Tenant must have received and approved acceptable assurances from reputable investment banking firms, municipal bond underwriters, or nationally recognized financial advisors selected by the City of

the City's ability to market and sell on a timely basis First Lien Special Tax Revenue Bonds and Second Lien Special Tax Revenue Bonds in an amount that will provide at least \$290,000,000 of net funds to pay Project Costs, thus assuring that any Third Lien Sales Tax Revenue Bonds will not exceed \$35,000,000.00.

(c) Tenant must have received and approved acceptable assurances from reputable investment banking firms, municipal bond underwriters, or nationally recognized financial advisors selected by the City that the City's financing plans will assure that the City will receive funds on a timely basis in order to comply with the City Contribution funding requirements of Section 3.3 of this Agreement.

(d) The City must have provided to Tenant, and Tenant must have approved the amount of the costs associated with the permits, licenses, inspections and inspecting personnel required by the City in connection with the construction of the Cowboys Complex.

(e) After consideration of the conceptual plans for the Cowboys Complex, the Tenant shall be satisfied that the current codes and ordinances of the City, or amendments that may be adopted by the City, that apply and relate to signage needs in, around, and in the vicinity of the Cowboys Complex will not unduly restrict the Tenant's ability to properly and completely publicize the Cowboys Complex and to maximize revenues from that source.

(f) Tenant must have received written approval from the League of the Project Documents and the proposed relocation of the Team to the Cowboys Stadium.

Section 4.2. Conditions to City's Participation in Cowboys Project Closing.

(a) The City must have received and approved acceptable assurances from reputable financial institutions, banks, or investment banking firms that the Tenant's financing plans will reasonably assure that the Tenant will receive funds on a timely basis in order to comply with the Tenant Contribution funding requirements of Section 3.3 of this Agreement.

(b) In the event the City is required to issue the Third Lien Special Tax Revenue Bonds, the City must have received reasonable assurances from the Tenant or its designee that the Tenant or the designee will have the financial ability to purchase and pay for them at par on the Cowboys Project Closing Date in an amount at least but not greater than \$35,000,000.00.

Section 4.3. Exercising Rights of Termination.

Any termination right granted in either Section 4.1 or Section 4.2 of this Agreement may be exercised by the Party having the right to terminate by delivering written notice to the other Party by not later than July 8, 2005, whereupon both Parties shall be released from this Agreement without further responsibility or liability.

ARTICLE V

Closing Procedures

Section 5.1 Location of Closing.

The Cowboys Project Closing shall be held at the offices in Dallas, Texas, of Vinson & Elkins, L.L.P., 2001 Ross Avenue, Dallas, Texas, commencing at 9:00 o'clock a.m., on the Cowboys Project Closing Date.

Section 5.2 Actions Required at Closing.

On the Cowboys Project Closing Date, the Parties shall cause the following actions to occur:

(a) The City will proceed in accordance with the Act and other Applicable Law to the closing and funding of such portion of the financing of the City Contribution as has been approved by the Parties according to the terms of this Agreement through the issuance of Cowboys Complex Bonds and from City Funding Sources, and agreed to by the underwriters, credit providers, and the Trustee;

(b) The City will proceed in accordance with the Act and other Applicable Law to the closing and funding of the sale and delivery of any User Tax Bonds, approved by the City and the Tenant, and agreed to by the underwriters, credit providers, and the Trustee;

(c) The Tenant will proceed to close such other prearranged financing arrangements of the Tenant Contribution as may be required to conform to the funding requirements of this Agreement, and agreed to by the financial institutions or private parties who have agreed to provide such financing;

(d) The City, the Tenant, and the Club shall execute and deliver the Project Documents where required by their terms and provisions;

(e) The Tenant shall cause the Donor to execute and deliver the Charitable Contribution and Pledge Agreement to the Arlington Youth Foundation, with a copy to the City;

(f) The City will reimburse the Tenant for 50% of mutually approved Project Costs, and 100% of certain other mutually approved costs advanced by Tenant for the benefit of the City, incurred up until such date pursuant to the terms and conditions of the Reimbursement Agreement.

Section 5.3 Effectiveness of Actions.

Each and every one of the actions required to be taken on the Cowboys Complex Closing Date under the provisions of Section 5.2, and any and all substantive and

procedural actions required in connection therewith, shall be deemed and conclusively presumed for all legal purposes to have been taken concurrently and simultaneously, irrespective of the actual time or date on which such actions were taken, and no such action shall be deemed to be final until all necessary actions have been taken and accomplished, failing which, the completed actions shall be null and void. Otherwise, if all appropriate and required actions are taken at the Cowboys Project Closing, the Project Documents and the Charitable Contribution and Pledge Agreement shall be in full force and effect according to their terms.

ARTICLE VI

Issuance of User Tax Revenue Bonds, Parameters of User Taxes

Section 6.1 Issuance of User Tax Revenue Bonds.

(a) The City will issue one or more series of User Tax Revenue Bonds to pay any portion of the Project Costs or any lawful future addition, renovation, capital improvements, repairs and maintenance for the Cowboys Complex (“Additional Tenant Improvements”).

(b) User Tax Revenue Bonds shall be issued in accordance with the requirements of the Act and other Applicable Law and in a form and on terms acceptable to the City and the Tenant.

Section 6.2 Collection and Calculation of User Taxes.

(a) In the event the City issues any User Tax Revenue Bonds, the City shall levy, and the Tenant shall collect and remit or shall cause the Club and the other users of the Cowboys Complex to collect and remit, the proceeds from the User Taxes as provided in the Act.

(b) The Tenant shall assist the City and the users of the Cowboys Complex to calculate the User Taxes and report to the City in a format reasonably acceptable to the City and from time to time as the City may reasonably request.

Section 6.3 Continuation of User Taxes While User Tax Revenue Bonds are Outstanding.

The User Taxes shall be imposed and collected throughout the period during which any User Tax Revenue Bonds are outstanding and unpaid.

Section 6.4 Restricted Application of Parking Tax.

It is hereby acknowledged and agreed that for all events at the Cowboys Complex, no Parking Tax or surcharge will be imposed on the following motor vehicles:

(i) any motor vehicle of any officials, employees, staff members, service providers, volunteers or other authorized representatives

of event sponsors and public agencies (including public safety, law enforcement and other public entities and agencies) as well as invitees of the Tenant (other than those invitees entering the Cowboys Complex with a paid ticket at an event), provided the number of any such vehicles parking at any such event shall be limited to a number that is customary for any such event or purpose and otherwise reasonable in all respects and provided that such persons are participating in such event at the Cowboys Complex for such purpose, to transact business at such event or are otherwise undertaking official functions or duties at such event or at the Cowboys Complex;

(ii) any motor vehicles that enter the Cowboys Complex under circumstances that allow for free or complimentary parking passes, at Tenant's discretion; and

(iii) any employees, officials, or officers of the Tenant, as the case may be.

Section 6.5 Refinancing or Restructuring.

City may not refinance or restructure the User Tax Revenue Bonds, if issued, to the extent permitted by the Indentures, without the prior written consent of the Tenant, which consent shall not be unreasonably withheld. The City shall refinance or restructure the User Tax Revenue Bonds, if issued, to the extent permitted by the Indenture, if requested by the Tenant and mutually approved by Tenant and the City, which approval shall not be unreasonably withheld, so long as such refinancing or restructuring does not impair in any material respect, the rights of the City under this Agreement or the Project Documents.

ARTICLE VII

Miscellaneous

Section 7.1 Notices.

Any notice to be given or to be served in connection with this Agreement must be in writing, and may be given by (i) actual hand delivery by a commercial courier that obtains a written receipt from the receiving Party, (ii) overnight delivery by a nationally recognized overnight courier service (such as FedEx or UPS) or (iii) certified or registered mail, return receipt requested, postage pre-paid and shall be deemed to have been given and received either (y) upon actual delivery (if delivered by subsection (i) or (ii) above) or (z) forty-eight (48) hours after a certified or registered letter containing such notice, properly addressed, with postage prepaid is deposited in the United States mail, addressed as follows:

If to the Tenant:

Cowboys Stadium, L.P.
One Cowboys Parkway
Irving, Texas 75063
Attention: J. Stephen Jones

With copies to:

Cowboys Stadium, L.P.
One Cowboys Parkway
Irving, Texas 75063
Attention: General Counsel

And with copies to:

Winstead Sechrest & Minick P.C.
2400 Bank One Center
910 Travis Street
Houston, Texas 77002
Attention: Denis Clive Braham, Esq.

If to the City:

City of Arlington
City Hall
101 West Abram
Arlington, Texas 76010
Attention: City Manager

With copies to:

City of Arlington
City Attorney
201 E. Abram Street
Arlington, Texas 76010

And with copies to:

Vinson & Elkins L.L.P.
2001 Ross Ave.
Dallas, Texas 75201
Attention: E. Ray Hutchison, Esq.
Ben A. Brooks, III, Esq.

Section 7.2 Modifications. No subsequent agreement amending, supplementing, modifying, waiving or in any way relating to the subject matter of this Agreement shall be effective unless set forth in a written instrument making specific reference to this Agreement signed by the City and Tenant. No waiver of any breach of

this Agreement shall be construed as an implied amendment or agreement to amend any provision of this Agreement.

Section 7.3 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience in reference only and do not in any way limit or amplify the terms and provisions of this Agreement.

Section 7.4 Partial Invalidity. If any term, provision, condition or covenant of this Agreement or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

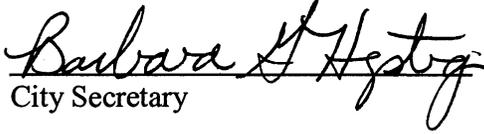
Section 7.5 Interpretation. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture or of any association between the City and Tenant, it being understood and agreed that none of the provisions contained herein or any acts of the City hereunder shall be deemed to create any relationship between the City other than as specifically set forth in the Act.

Section 7.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted by facsimile shall be treated as originals for all purposes hereof.

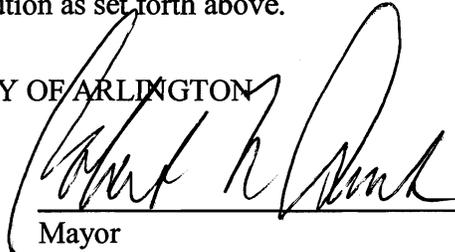
(Execution and Signature Page Follows)

EXECUTED and effective on the date of execution as set forth above.

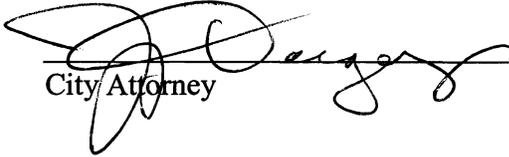
ATTEST:


City Secretary

CITY OF ARLINGTON

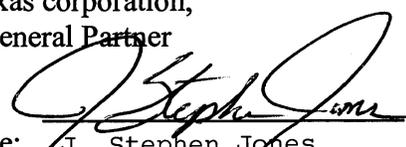
By: 
Mayor

APPROVED AS TO FORM:


City Attorney

COWBOYS STADIUM, L.P.,
a Texas limited partnership

By: Blue & Silver, Inc.,
a Texas corporation,
its General Partner

By: 
Name: J. Stephen Jones
Title: Vice President

Exhibits:

- Exhibit A – Franchise Agreement
- Exhibit B – Lease
- Exhibit C – Lease Guaranty
- Exhibit D – Purchase Option Agreement
- Exhibit E – Charitable Contribution and Pledge Agreement